



TOWN COUNCIL REGULAR MEETING

Wednesday, July 19, 2023 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.

TOWN COUNCIL MEETING: 6:00 P.M.

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE:

2. INVOCATION:

3. 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.

4. PUBLIC PARTICIPATION:

This portion of the agenda is set aside for the public to address the Council regarding an item that is not listed on the agenda for discussion. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02(H).) Comments are limited to a 3 minute time period.

5. COUNCIL, MANAGER AND STAFF REPORTS:

Summary reports will be given on the items listed and no action will be taken on any matters mentioned in the summary unless listed in the agenda. (A.R.S. 38.431.02(k)

a. Mayor & Council Reports: Summary Updates on committee meetings.

b. Manager Tim Rasmussen: Summary Updates & presentation(s)

c. Staff Reports: Summary Updates

6. PRESENTATION ROUND VALLEY UNIFIED SCHOOL DISTRICT: BOND

Presentation and discussion with the Round Valley Unified School District regarding a bond. Presentations shall be no more than 10 minutes.

7. PRESENTATION BY THE SPRINGERVILLE EAGAR REGIONAL CHAMBER OF COMMERCE: TOURISM

Presentation and discussion regarding tourism by the Chamber or Commerce. Presentations shall be no more than 10 minutes.

8. CONSENT ITEMS:

- a. **Consider approval of the June 21, 2023 Regular Council Meeting Minutes.**
- b. **Consider approval of the June 21, 2023 Council Work Session Meeting Minutes.**
- c. **Consider ratification and approval of the accounts payable register June 22, 2023 through July 10, 2023.**

9. PUBLIC HEARING:

a. FISCAL YEAR 23/24 BUDGET:

Discussion and possible action to enter into a public hearing to take Council and public comments on the tentative budget for Fiscal Year 23/24.

b. LIQUOR LICENSE TRANSFER:

Discussion and possible action to enter into a public hearing to take Council and public comments on the request to transfer the liquor license ownership from The Averys to The Gateway.

OLD BUSINESS

10. SECOND READING ORDINANCE 2023-002: ORDER OF BUSINESS

Discussion and possible second reading of Ordinance 2023-002, updating the Town Code Title 2, Chapter 2.04, Section 2.04.130 regarding the order of business.

ORDINANCE NO.2023-002

AN ORDINANCE OF THE TOWN OF SPRINGERVILLE, APACHE COUNTY ARIZONA, AMENDING TITLE 2 "ADMINISTRATION AND PERSONNEL", CHAPTER 2.04 "TOWN COUNCIL", SECTION 2.04.130 "ORDER OF BUSINESS" OF THE SPRINGERVILLE MUNICIPAL CODE AND DESIGNATING AN EFFECTIVE DATE.

11. ACTION ORDINANCE 2023-002: ORDER OF BUSINESS

Discussion and possible adoption of Ordinance 2023-002 regarding the order of business.

12. SPRINGERVILLE-EAGAR CHAMBER OF COMMERCE:

Discussion and possible action to direct the Town Manager and/or a Councilor or a member of the public to serve on the Springerville-Eagar Chamber of Commerce governing board. This item was tabled at the May meeting.

NEW BUSINESS

13. LIQUOR LICENSE TRANSFER:

Discussion and possible action on the application to transfer ownership of the liquor license at 262 West Main Street from The Averys to The Gateway.

14. FISCAL YEAR 23/24 FINAL BUDGET:

Discussion and possible action to adopt the final budget for Fiscal Year 2023/2024 as presented.

15. TOURISM TAX REQUEST:

a. Buses by the Lake:

Discussion and possible action regarding the request of Tourism Tax funds in the amount of \$750 for the Buses by the Lake event.

16. PROFESSIONAL SERVICES AGREEMENT: ARMSTRONG

Discussion and possible action to approve the professional services agreement with Armstong Consulting Inc. for services at the Springerville Municipal Airport.

17. SPRINGERVILLE WEBSITE AWARD: GOVBUILT

Discussion and possible action to award the Springerville website redesign, host, and maintenance.

18. RESOLUTION 2023-R007:

Discussion and possible action on Resolution 2023-R007 regarding illegal immigrants in the Town of Springerville.

19. DRUG AND ALOCHOL POLICY:

Discussion and possible action to update the employee drug and alcohol policy.

20. ETHICS POLICY UPDATE:

Discussion and possible action to update the Ethics Policy for Elected/Appointed Councilmembers and Board/Commission Members regarding nepotism.

21. ADJOURNMENT:

Submitted by: _____

Posted by: _____

Members of the public who only want to provide written comments can express their comments by emailing the Town Clerk at kmiller@springervilleaz.gov to be read or summarized during the call to the public. All comments must be submitted by 12:00 p.m. on the day of the meeting.

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 Council Agenda Staff Report

COMMUNITY SERVICES DEPARTMENT REPORT
July, 2023

UPCOMING SENIOR SUMMER TRIPS:

Saturday, July 29th – Hummingbird Festival @ Sipes Wilderness Center, 8:00a – 12:00p

MONTHLY REPORTING

Financial/Statistical Reports and Grants completed for the following grants/contracts:

Aging & Adult Congregate Meals and Aging & Adult Meals on Wheels; Headstart Invoicing and Production Sheets; NACOG - Aging and Adult Transportation Services; ADOT – 5310 Reporting; Arizona Long Term Care (ALTCS) Meal Program; Senior Community Senior Employment Program (SCSEP); St. Mary’s Senior Citizens Food Box Program, United Food Bank Community Food Box Distribution and monthly report; Low Income Home Energy Assistance Program DES – Monthly Reporting; U of A Coop Ext. – Invoicing, Reports and annual closeout submission

June– Community Assistance and Senior Services Counts:

Senior & Meal Services		Low Income Assistance Services	
Congregate Meals	374	Food Commodity Box (households)	416
Home Delivered Meals	429	Food Cards	5
Long Term Care Meals	42	Bus Pass	2
Indigent Meals	32	Fuel Cards	2
HEAD START Meals served	0	Utility Apps/Deposits & assistance	9
Total Meals Served	877		
Senior Equipment	5	Rental Assistance	3
Transportation Units	194	Pet Food Bags Delivered	6
Volunteer Hours	129	Senior Food Boxes	127

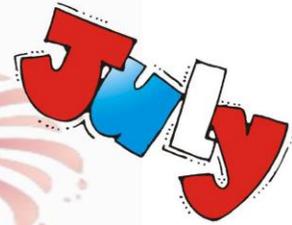
Nutrition Education Program

Location	Age Group	Curriculum	# Participants	# Classes
Senior Center	Seniors	Nut Ed/ Food Demo	8	1
Boys & Girls Club	K-8	My Plate	46	2



Round Valley Community Services & Senior Center

Senior News



Robin Aguero, Director

356 S. Papago St., Springerville, AZ

928-333-2516



Celebrate Interdependence This July:

**Kind Gestures
Build Caring Communities**

See Page 4

Broad stripes and bright stars.... gave proof....

that our flag was still there.

Broad stripes and bright stars

gave proof that our flag was still there.

Veteran

I was a proud veteran
That served my country well
To those that would listen
I had many stories to tell.

We fought for America's freedom
In far away places on foreign land.
Wherever the battle for democracy raged,
America's finest made a stand.

We fought for your future
And the right to remain free.
For we saw what freedom meant
To those not blessed with Liberty.

For you and yours
We would gladly have given our life.
We faced the fears and perils of battle
We braved endless turmoil and strife.

Please remember us veterans
And the sacrifices we made for you.
Please share the blessings of freedom.
Proudly wave the red, white and blue.

Lyrne Carey
Copyright 2004

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Like Us! Follow Us!

 Like our Facebook Page
<https://www.facebook.com/RVCommunityServicesCenter>

 <https://www.instagram.com/>



Town Council Agenda Staff Report



4TH OF JULY

Eagar/Springerville Incorporated 1948

"75 YEARS OF PATRIOTISM"

4TH JULY, 2023

JOIN US FOR THE PARADE

At 10:00 AM

Grand Marshal: Gloria Eagar

PANCAKE BREAKFAST: 7/4/23 6 AM-9 AM

FIREWORKS: 7/4/23 AT SUNDOWN

DANCE: 7/1 & 7/3/23 9 PM-MIDNIGHT

RODEO: 7/4/23 1:30 PM-4 PM

To register for the parade call: Jessica at
928-333-4128 *231 or go eagaraz.gov





Land that I love
America 4th of July
Independence Day

RED
 WHITE
 BLUE

Proud to be an AMERICAN
 God Bless the USA **LET FREEDOM RING**
Stars and Stripes Forever
FREEDOM Liberty

www.lovebakesgoodcakes.com

Hobbies: Good for Your Health

This summer, outdoor events, social gatherings, and hobbies are at your fingertips. Your favorite activities are not only fun — they may also be good for your health. Research shows that people who participate in hobbies and social and leisure activities may be at lower risk for some health problems. For example, one study found that participation in a community choir program for older adults reduced loneliness and increased interest in life. Another study showed that older adults who spent at least an hour reading or engaged in other hobbies had a decreased risk of dementia compared to those who spent less than 30 minutes a day on hobbies.

Research on music, theater, dance, creative writing, and other participatory arts shows promise for improving older adults' quality of life and well-being, from better cognitive function, memory, and self-esteem to reduced stress and increased social interaction. Even hobbies as simple as taking care of a pet can improve your health. According to a 2020 study, pet ownership (or regular contact with pets) was associated with better cognitive function, and in some cases, better physical function.

What can you do?

Look for opportunities to participate in activities. Get out and about by going to a senior center, sporting event, new restaurant, park, or museum. Learn how to cook or play a musical instrument. Consider volunteering at a school, library, home delivered meal program, or hospital to become more active in your community.

Most importantly, remember to enjoy the outdoors this season, and build your social calendar with upcoming events listed in this edition of the *Senior News*.

Reprinted from: <https://www.nia.nih.gov/health/what-do-we-know-about-healthy-aging#activities>

Sudoku

Each Sudoku Puzzle has a unique solution that can be reached logically without guessing. Enter digits from 1 to 9 into the blank spaces. Every row must contain one of each digit. So must every column, and every 3x3 square. Answers on Page 9.

					2			
	8				7			9
6		2				5		
	7			6				
			9		1			
				2			4	
		5				6		3
	9		4				7	
		6						



We have several day trips planned for the summer. If you are interested, please contact Brian: 928-245-2528



Town Council Agenda Staff Report

Celebrate Interdependence



The calendar below provides a suggestion for each weekday of July to help you be more mindful of opportunities to help others. Follow along with us and use these tips to strengthen our community.

Interdependence is achieved when we provide support to one another and grow together in close connection. Each of us can offer our time and talent to assist others, and along the way, they will return the favor back to us.

<p>PATRIOTIC TRIBUTE</p> <p>Do you know a disabled or elderly veteran who could use a helping hand with an errand or chore? Say thank you for their service to our country by extending a thoughtful favor.</p>	<p>SEW GOOD SEEDS</p> <p>Offer to plant some windowsill hers for a neighbor or friend who may not be able to get outside to garden. Whether it be basil, parsley, rosemary or mint, this gift can keep giving all year.</p>	<p>EASY AS PIE</p> <p>It's fruit pie season. Bake a pie for a family member, friend or neighbor. Drop it off with a thoughtful note. They may just invite you to join them for a slice!</p>	<p>LAWN CARE</p> <p>The next time you are out weeding your flower bed, offer to help a neighbor with theirs. Water flowers, discard debris or take a garbage can—a great way to care for another.</p>	<p>PARK PARKING</p> <p>Offer to drive someone who mostly stays indoors, to a local park—even if you sit in the car with the windows down for a bit. Enjoy the scenery, sip a cool drink and fresh air.</p>
<p>KINDNESS BLOOMS</p> <p>Bring a plant or freshly picked flowers to someone who has been ill or down. Hope “grows” with your thoughtfulness</p>	<p>MAKE A SPLASH</p> <p>Organize an afternoon by the water with a friend who may be lonely. Pick a local pool, pond or lake and pack a lunch. Enjoy conversation and dip your feet.</p>	<p>TWO SCOOPS</p> <p>Know a friend who needs some cheering up? Offer to take them out for ice cream. Smiles come in chocolate, strawberry and vanilla!</p>	<p>BUDDY—UP</p> <p>Sharing our wellness goals with a friend can give us support to keep going. Offer to be a walking partner to a friend. Step your way to better health together.</p>	<p>HI THERE</p> <p>Have you noticed a new face in your neighborhood? Be sure to stop and introduce yourself. A simple Hello, will make someone’s day brighter.</p>
<p>TEAM SPIRIT</p> <p>For the support of a team, to cheer you on while you exercise, join the senior center fitness classes. They are free of charge</p>	<p>COMPASSION</p> <p>We can be hard on others when their decisions differ from ours. Set out to have an uplifting conversation with them today. Put your differences aside and enjoy a positive chat.</p>	<p>REMEMBER ME?</p> <p>Have you lost touch with someone? Bridge the gap today and give them a call. Set up a coffee date with them and let them know you are sending good thoughts their way.</p>	<p>A SWEET SLICE</p> <p>Buy some watermelon and slice it up. Invite a neighbor over to enjoy it with you while you watch the sunset. The perfect ending to a summer day!</p>	<p>FRIDGE FINDS</p> <p>Leftovers in the fridge? Share them with loved ones who may not be able to cook for themselves. Drop them off and say to chat for a few minutes. Spread cheer through food :)</p>
<p>VOLUNTEER</p> <p>Do you have a spare hour each week, or even once a month, to give back to those in need? Consider volunteering locally to help your community.</p>	<p>LOVE TO SHOP</p> <p>Show an ill or home-bound friend how much you care by offering to do their errands and grocery shopping. Pick up medications, food or household items.</p>	<p>HANDY FAMILY</p> <p>Do you have an aging parent that needs some odd jobs done around the house or yard? Make it a family event and organize and clean up with a meal to follow.</p>	<p>PLEASANT IN PUBLIC</p> <p>Going out today? Throughout your errands and stops, make a point to smile at strangers, hold the door open, and say thank you to those who serve you.</p>	<p>FARMERS FRIDAY</p> <p>Support local farmers and markets. Stop for some fresh produce to use over the weekend.</p>



“Did you ever stop to think that you can’t leave for your job in the morning without being dependent upon most of the world?...Before you finish eating breakfast in the morning, you’ve depended on more than half the world. This is the way our universe is structured. It is its interrelated quality.”
 — Martin Luther King Jr.



Town Council Agenda Staff Report

Frozen Graham Cracker Treat Sandwiches

Ingredients

- Cool Whip, 8 oz. container
- A box of Graham Crackers (If you're gluten-free, try these gluten-free graham crackers!)
- A container of Red, White, Blue Sprinkles (you can use any color sprinkles or toppings such as nuts, cookie crumbs, etc, and makes these for any occasion!)



Instructions

- 1) Lay out a cookie sheet to place your graham cracker sandwiches on.
- 2) Pour sprinkles on a paper plate. You can separate if you have different varieties of patriotic sprinkles.
- 3) Break sheet of graham cracker in half.
- 4) Scoop Cool Whip with a tablespoon and place 2 tablespoons on one half of graham cracker. The amount is up to you, if you aren't concerned with calorie count or Weight Watchers!
- 5) Close sandwich gently and smooth sides with your finger or spoon.
- 6) Dip each side of sandwich in sprinkles.
- 7) Placed finished sandwich on cookie sheet.
- 8) When cookie sheet is full, cover with foil and place in freezer for a few hours.

Sudoku Answers

9	5	7	6	1	3	2	8	4
4	8	3	2	5	7	1	9	6
6	1	2	8	4	9	5	3	7
1	7	8	3	6	4	9	5	2
5	2	4	9	7	1	3	6	8
3	6	9	5	2	8	7	4	1
8	4	5	7	9	2	6	1	3
2	9	1	4	3	6	8	7	5
7	3	6	1	8	5	4	2	9

NEW Senior Check - In System for Isolation Communication

The Round Valley Community Services & Senior Center would like to introduce a Check - In system for Seniors who live alone in our community.

If you know a senior who lives alone, we will provide Red, Green and Yellow laminated papers to be placed in their window throughout each day.



GREEN = "I'm OK"

YELLOW = "I need help with an errand"

RED = EMERGENCY

Come see us for a KIT if you have someone in mind.

I THANK GOD
for my life, for the
STARS & STRIPES
 may freedom forever fly
LET IT RING
 SALUTE THE ONES WHO DIED
the ones who give their lives
 so we don't have to sacrifice
ALL THE THINGS WE LOVE



Town Council Agenda Staff Report

Come join us at the Round Valley Community Services & Senior Center

Monday—Thursday, 7:00 am—2:00 pm



Lunch served at 11:30

Salad Bar w/ meals Every Wednesday

BINGO WEDNESDAYS 12:00 PM

Senior Food Boxes

2nd Tuesday of each month

For information or to sign up:

Judy Wiltbank

333-2516 x254



Drive -Thru Food Bank

Every Tuesday

10:00 am—12:30 pm

356 S. Papago St.

Springerville

NEVER MISS A NEWSLETTER



If you would like to receive a copy of our newsletter via email each month, send an email ...

TO: raguero@springervilleaz.gov

SUBJECT: Email Newsletter

Cooking Demonstration

Tuesday, July 18th

10:30 am



Yummy Summer Recipe with Tomasa Lozoya



DOOR TO DOOR TRANSPORTATION SERVICES

Local Transportation available throughout Springerville and Eagar

Requested Donation:

\$2.50/ One Way

\$5.00/ Round Trip

Show Low :

1st and 3rd Friday of each month (min. 3 reservations)

\$15 Charge for Round Trip

Make your reservation at least 24 working hours in advance by calling: 928-245-2528

Blood Pressure Check Mondays 10:30—11:30





Town Council Agenda Staff Report

JULY 2023

CENTER OPEN

M-Th 7:00a.m.—2:00p.m.

© CanStockPhoto.com

MONDAY	TUESDAY	WEDNESDAY	THURSDAY
<p>3</p> <p>Lunch served at 11:30</p>	<p>4</p> 	<p>5</p> <p>Lunch served at 11:30</p> 	<p>6</p> <p>Lunch served at 11:30</p>
<p>10</p> <p>Lunch served at 11:30</p>  <p>BP Check 10:30—11:30</p>	<p>11</p> <p>Lunch served at 11:30</p> <p>YOGA—Pilates 9:30 Food Bank 10:00—12:30</p>	<p>12</p> <p>Lunch served at 11:30</p> 	<p>13</p> <p>Lunch served at 11:30</p>
<p>17</p> <p>Lunch served at 11:30</p>  <p>BP Check 10:30—11:30</p>	<p>18</p> <p>Food Demo 10:30 am Lunch served at 11:30</p> <p>Food Bank 10:00—12:30 SENIOR BOXES</p>	<p>19</p> <p>Lunch served at 11:30</p> 	<p>20</p> <p>Lunch served at 11:30</p>
<p>24</p> <p>Lunch served at 11:30</p>  <p>BP Check 10:30—11:30</p>	<p>25</p> <p>YOGA—Pilates 9:30 Lunch served at 11:30</p> <p>Food Bank 10:00—12:30</p>	<p>26</p> <p>Lunch served at 11:30</p> 	<p>27</p> <p>Lunch served at 11:30</p>
<p>31</p> <p>Lunch served at 11:30</p>  <p>BP Check 10:30—11:30</p>			



Town Council Agenda Staff Report

MENU – JULY, 2023

Lunch Served at 11:30 a.m.

Recommended Donation - \$6 per meal. Please donate what you can afford.

Monday	Tuesday	Wednesday	Thursday	Friday
3 Beef Tacos w/ Cheese Lettuce & Tomato Pears	4  4 th JULY 1920-2020	5 Beef Chili w/ Hamburger Bread Broccoli Peaches	6 Hamburger Casserole Roll, Green Beans Lettuce/Tomato Mandarin Oranges	7 Turkey Burger/ Bun Baked Beans Lettuce/ Tomatoes Summer Squash Fruit Cup
10 Grilled Cheese Sandwich Tomato Soup Southwest Veggies WG Bread Peaches	11 Baked Ham Seasoned Carrots Mashed Potatoes & Gravy WG Roll Pineapple	12 Chicken Fajitas Onions & Peppers Sliced Tomatoes Tortilla Orange	13 Sloppy Joes Broccoli Salad Peas/Carrots Tropical Fruit	14 BBQ Pork Ribs Sweet Potatoes Tossed Green Salad Roll Fruit Cup
17 Tuna Salad Sandwich White Bean Soup Green Beans Strawberries& Bananas	18 Spaghetti / Meat sauce Corn Mixed Green Salad Garlic Bread Fruit Cocktail	19 BBQ Chicken Legs Sweet Potatoes Broccoli Roll Oranges	20 Beef Stew Potatoes, Carrots, Tomatoes Apple Slaw Combread Pears	21 Turkey Burger/ Bun Baked Beans Lettuce/ Tomatoes Summer Squash Fruit Cup
24 Pepperoni Pizza Green Salad w/ Tomatoes 3-Bean Salad w/ Garbanzo, Green Beans & Corn Pineapple	25 Chicken Enchiladas Spinach Diced Cabbage & Tomatoes Tortillas Mixed Berries	26 Baked fish Mixed Veggies 7-Layer Salad Roll Fruit Cocktail	27 Beef Lasagna Seasoned Carrots Cucumbers & Tomatoes Garlic Bread Bananas	28 BBQ Pork Ribs Sweet Potatoes Tossed Green Salad WG Roll Fruit Cup
31 Egg Salad Sandwich Cole Slaw w/ Cabbage & peppers Minestrone Soup WG Bread Strawberries				

Services are funded by the Older Americans Act, SSBG funds and the State of Arizona. Funding is allocated on a regional basis from the Arizona Department of Economic Security, Division of Aging and Adult Services (DAAS) to Area Agencies on Aging. Eligibility for programs: Seniors or adults with disabilities. Additional requirements may vary by program. Client contributions are encouraged and are vital for continuation of the programs. Language assistance and alternate forms of communication are available upon request Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, Area Agency on Aging NACOG prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. Area Agency on Aging NACOG must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities.



Town Council Agenda Staff Report



Town Council Agenda Staff Report

Report for June 2023

Springerville Heritage Center & Casa Malpais Archaeological Park / Community Event Planning

- There were approximately 455 guests to the museum in June.
- There were 161 people who took the Casa Tour in June. Revenue from tours was \$1636.
- As always, the feedback from patrons regarding the Museum and Casa was extremely positive. We also received several 5-star reviews on
- The banners for Flag Day arrived and were, unfortunately, too small when added to the flag poles. We will still utilize the small banners for Fall Fest. We will just add our straw bales to each of the poles with a banner to enhance the decoration. Adjustments will be made for the Christmas banners and lighted banner enhancers. We will be ordering 30"x72" instead of 18"x36".
- We had a productive meeting with Eagar regarding Springerville's assistance with the parade. During the meeting, sharing of holiday events, rather than duplicating was discussed and the reaction seemed positive by all in attendance.



Town Council Agenda Staff Report

Springerville Police Department Agenda Items and staff report

1. Round Valley Police Department 2023 Stats

	May	June
Calls for service:	221	236
Self-initiated Calls	202	209
Citizen:	40	31
Agency Assist:	58	43
Total traffic citations:	8	11
Verb warning:	136	38
Written Warning:	0	1
DUI	0	0
Vehicle collisions	3	1
Felony Cases	13	9
Misdemeanor	20	26
DV	5	4
Total Arrests	23	12

General Information June 2023: 44 DRs (informational incidents and written criminal reports):

15 citations issued:

3 criminal (shoplifting (2), assault (2), disorderly conduct (2))

11 civil (speeding, licensing requirements (2), mandatory insurance (2))

1 criminal traffic (failure to stop after collision)

1 written warning for failure to stop for a stop sign

5 public fingerprints

5 public records requests
18 prosecutor records requests
1 impound release
1 K9 license issued
24 hours of Property & Evidence / Records audit and retention by Volunteer
44 DRs written:
 1 citizen assist (misplaced vehicle after driving while intoxicated)
 1 business alarm
 4 criminal damage
 3 trespassing
 3 agency assists
 1 vehicle collision with injuries
 1 vehicle collision without injuries
 1 deceased person
 1 threats
 3 found property
 2 fraud
 1 shoplift
 1 drugs
 1 assault
 3 burglary
 3 animal calls
 3 welfare checks
 4 domestic violence
 1 juvenile call
 1 noise complaint
 3 criminal history checks for employment and firearm release
Assisted with funeral escorts

Other points of interest:

Held two police officer applicant testing processes June 15 and 22. Conducted panel interviews, written exam and physical abilities testing for police officer recruit applicant.
Two new volunteers attended the Volunteer Police Academy - graduates July 13
June 29th monthly staff meeting

Applicant Robles has removed herself from the hiring process.
Ben Harrison will be starting July 10th as a lateral police officer
Recruit Scruggs will be starting July 17th.

Dayson W Merrill, Chief of Police

Town of Springerville Police Department
418 E Main Street
Springerville, AZ 85938



Town of Springerville, Arizona Proposed Agenda Item

Please add the following item to the Agenda for the next available Town Council meeting. Thank you.

Stade Morgan

Requester

928-221-4842

Phone number

6-20-23

Date

Request:

RV USA Bond

Please return form to the Town Manager or the Town Clerk and the items will be reviewed and may be placed on the next available agenda. Please keep presentations from 5 to 10 minutes. Thank you for your cooperation.

July 2023

July 10
12:40 PM

Town of Springerville, Arizona Proposed Agenda Item

Please add the following item to the Agenda for the next available Town Council meeting. Thank you.

Tony Contreras, President, SERCC
Requester

970-210-3238
Phone number

July 6, 2023
Date

Request:

Discussion on Tourism and the benefits

of using Town Property to enhance

Tourism

Please return form to the Town Manager or the Town Clerk and the items will be reviewed and may be placed on the next available agenda. Please keep presentations from 5 to 10 minutes. Thank you for your cooperation.



Springerville-Eagar

Chamber of Commerce

Mission Statement:

The chamber unites and supports member businesses, promotes business growth, and pursues the development of tourism and other commercial opportunities.

Contents of this Packet

- Narrative concerning Tourism by Tony Contreras
- Background information on Doug Wolfe and the Dinosaur Museum
- Informational Study of the Impact of Museums to Communities

Summary of the Main Purpose of this Packet

With the recent combination of the Fire departments and Police departments of Springerville and Eagar, the old Springerville Police building will become available for other uses.

The old schoolhouse that is now occupied by the Heritage Center housing the Casa Malpais Museum, the Renee Cushman Museum, the Becker Family Collection, and the White Mountain Historical Society. The building is nearly 80-85% museum apart from the portion occupied by the town offices.

Doug Wolfe, Zuni Dinosaur Institute for Geosciences (<https://zdig.org>), currently occupies a portion of the Chamber of Commerce building to display a small portion of his extensive collection of Paleo and Geological materials he has collected over the years.

The proposal is that the Springerville Town Council would consider relocating the Town offices into the soon to be vacant police building. The Round Valley Police Department will soon move to their new facilities in the old Becker Garage, formerly occupied by the Springerville Fire Department.

Allowing Doug Wolfe to move his extensive paleo and geologic collection into the space now occupied by the Springerville Town Hall would make it possible for the larger collection that Doug has amassed to be displayed and enjoyed by the many tourists that currently visit the Heritage Center. This would also bring one more museum to the Heritage Center's collection of cultural, historic, and now possibly, scientifically important heritage of this area. This would make the old schoolhouse, as it was envisioned years ago, a museum for the collection of the heritage of our area.

Narrative

I will use the word "community" throughout this narrative to describe the towns and areas of southern Apache County -Springerville, Eagar, Greer, Alpine, Nutrioso, Vernon, and Concho and all the small outlying areas that make up our region.

When I speak of the "town council", I am referring to the Springerville Town Council".

The reason I would single out this council is because I believe Springerville could take the lead on the decisions that will guide southern Apache County into a better future.

We lost one major industry in the late '90s with the sawmill dialing down, then closing thereby taking with it the logging industry.

It was fortunate that the two generating plants came in in the late '80s and early '90s to offset the loss of the logging industry.

Now we are on the verge of losing the generating stations from our economy.

Currently, both power plants are scheduled to be out of service by 2032.

That is just 9 very short years away!

Private enterprise alone will have a limited influence on the future of this community.

Local government must take the lead in directing our future.

The support of Local government for sustainable development is important.

Many small towns across our state and nation are struggling to not become ghost towns.

The small towns in our state that have succeeded have carved out and developed the things that make their community special and have fully promoted these things to help their community succeed.

Towns like Bisbee, Tombstone, Winslow, Camp Verde, Wickenburg, Sedona, Globe, Prescott, Jerome, and Williams.

As these names are mentioned, I imagine you can almost instantly picture in your minds the reason these small towns have succeeded.

They could not have done this with the support of and sometimes the direct intervention of the local government.

We don't have one single thing that makes our area unique, we have the good fortune of having several things that make us unique.

High speed internet is very important to this community, but I don't believe it is the magic bullet.

Sure, it may bring more people into the area, but without the infrastructure and the services needed to support more people, high speed internet will be limited in its influence on our economy.

On the other hand, developing tourism has the potential to grow greater as time goes on.

Tourism allows for a greater spreading throughout the community of the financial benefit it brings in.

If our small businesses are successful, the financial gain to the tax base grows.

That greater tax base would provide better access to the funds needed to improve our largely antiquated infrastructure.

We cannot and, to every bit of our ability, should not depend on grants to sustain us into the future.

With the combination of a sustainable tourism base and the new resources to improve our infrastructure, the needed services will have the support they will need to be sustainable.

It is given to this town council and the near future town councils to make the decisions that will determine the fate of this community.

We cannot or afford to be applying band aids to our future.

We must look at each decision that is made and ask "Is this decision taking us to the future we need or is it just a band aid for the immediate here and now.

Not all decisions are this critical, but the ones that are, make sure you've looked at what they mean to the future of this community.

Some towns became cities then large metropolitan centers of commerce because of the factors that made their locations important.

We don't have the luxury of location.

Major industry is not very likely to swoop in and save us.

Past industries are not likely to come back to save us.

We must take action to monetize what we do have.

Again, we don't have much time.

We can allow, or actively bring in corporate business that is designed to extract more resources from our community than it returns, or we can invest in our community thereby building our resources.

Tourism isn't just the simple act of people visiting our community, it's about what they do when they come to this community.

It's the family that eats at our restaurants, shops at our small business, visits our area museums.

It's the adventurers that come to experience our natural resources, hike our trails, fish our lakes and streams, visit the historical and archaeological sites.

The people that come here for corporate retreats, seminars, forums, conferences, and events that stay in (yes) our corporate hotel and locally owned hotels, B&B's, RV parks, and guest ranches.

We have so much potential here, we just need to take the right steps to get there.

I have been told that the chamber of commerce may be going the way of services clubs like Rotary, Lions Clubs, Optimist International, and Kiwanis.

This community once had some or all of these service clubs active in the past.

What you do have a very committed Chamber that is actively involved in this community and is striving to see this community successfully move into a better future.

Recently, a short time chamber member declined to renew their chamber membership; I believe because they didn't see any benefit from their chamber membership dues. They had more business than they could handle, simply their new business wasn't coming from any advertising benefits the chamber could offer.

The part this person didn't understand is the dues that seemed pointless to them, helped the chamber to support the other businesses in our community that are not as fortunate to have customers in excess but are working to acquire that next new customer every day.

By virtue of one successful business supporting the chamber the chamber is able to support other businesses which in turn are able to pay forward their success to the community.

At times in the past, both Springerville, Eagar and Apache County would financially support the Springerville/Eagar Regional Chamber of Commerce.

Without that much needed financial support, the SERCC uses hard fought for grants, membership dues, and an annual raffle for the funding its needs to operate each year.

We are not here today seeking funding, although the Chamber would not turn down the opportunity.

As I mentioned in the beginning, I used the word "community" to describe the town and areas of southern Apache County.

We should not forget the dictionary definition of "community"

a group of people living in the same place or having a particular characteristic in common.

a feeling of fellowship with others, as a result of sharing common attitudes, interests, and goals.

With the same attitude, dedication, and resolution that was put into the "Save Our Schoolhouse" that made the Heritage Center possible, we should have an even bigger commitment to "Save Our Community."

Thank you,

Tony Contreras

Board President

Springerville/Eagar Regional Chamber of Commerce

Douglas G. Wolfe

Independent Consulting Geology and Paleontology

41 South Pima, PO Box 953

Springerville, AZ 85938

douglasgwolfe@gmail.com 480-201-0665

Doug Wolfe is a noted Earth Scientist providing over 30 years of geologic, environmental, and natural resources assessment and mitigation experience to clients throughout Arizona and the southwestern US. Doug received his Bachelor's and Master's Degrees in Geology at the University of Colorado (Boulder); his graduate work focusing on the geology and paleontology of Cretaceous-age strata in the Zuni Basin and Mogollon Highlands along the Arizona-New Mexico Border. After teaching and continued research at the University of Nebraska, Doug became briefly part of field exploration and research efforts in Morocco focused on the geochemistry of Cretaceous sedimentary-hosted manganese deposits, before starting a career in consulting environmental geology in Northern California.

Doug is a published expert in High Resolution Biostratigraphy using fossils, geochemistry and other methods to provide high-resolution dating and correlation of complex strata over long-distances. These methods are particularly useful for fossil fuels exploration; but also inform on Earth processes over time including climate change, evolution, and extinction. An important result of Doug's graduate work was recognition that Cretaceous strata along the Arizona-New Mexico border were more extensive, complex, and significantly older than previously realized; and these results were also incorporated in major cross-continental correlation projects undertaken by the US Geological Survey and UNESCO. This collaborative effort led to recognition that Cretaceous-age strata in the region contain one of the few preserved terrestrial sequences during a period of intense, CO₂-driven, Global climate change, sea-level rise and oceanic extinctions; and this understanding has led to the discovery of new species of dinosaurs, reptiles and plants, the "Zuni Basin Dinosaurs" discussed further below.

In 1993, Doug began to successfully apply high resolution stratigraphic and geochemical concepts to multiple environmental sites in Arizona, ranging from small landfills and gas stations to large multi-contaminant, multi-aquifer groundwater sites extending over several jurisdictions. Doug has been a Principal for the State of Arizona Water Quality Assurance Fund (WQARE, "state superfund"), consultant for the Arizona Attorney's General, and has provided technical expert witness testimony.

The majority of Doug's hydrogeologic consulting projects have addressed the fate and transport of petroleum, chlorinated hydrocarbons, metals, and other contaminants released to soil and groundwater. Doug became a pioneer in the application of alternative drilling methods (including "Rotasonic Continuous Coring"), on-site mobile laboratories for real-time decision-making; and an expert on sub-surface contaminant remediation methods ranging from excavation/disposal, thermal desorption, soil and groundwater bio-remediation, air-sparging, vacuum extraction and others; and he relayed these methods in conferences and workshops to stakeholders, fellow consultants and regulators.

He has also worked on former historical hard-rock mining sites to assess impacts from mine tailings, process wastes, and open-tunnel leachate, including a project leading to a 3-party land swap between a private party, a mining company, and the US Forest service.

Doug has also been involved in development of non-impacted groundwater resources, including a large industrial-scale agricultural producer, located in proximity to an historical landfill, a US EPA Superfund site. Suitable groundwater resources were developed following characterization of

complicated subsurface geology involving multiple aquifers, negotiations with legal representatives of client and landfill "responsible parties" and regulators from EPA, ADWR and ADEQ. The successful well was drilled using both Rotosonic and rotary drilling techniques, conductor casings, pressurized grout, long-term pump testing, on-site laboratory and other methods to assure a "clean" completion into a lower aquifer, not impacted by landfill contaminants.

Throughout Doug's time as a consulting geologist he has continued to engage in collaborative research and educational outreach and mentoring. In 1996 Doug initiated the Zuni Basin Paleontological Project, in collaboration with the Mesa Southwest Museum (now AZMNH), its volunteers (the Southwest Paleontological Society) and associated researchers, with intent to discover new vertebrate fossils from the little-known "middle" Cretaceous of the Arizona-border region. Resulting discoveries include the "Zuni Basin Dinosaurs" and other fossils, and these have received international recognition and media coverage. In collaboration with associate researchers and institutions we have now published dozens of peer-reviewed results including description of 4 new dinosaurs species extending the range and age of taxa previously thought restricted to Asia.

The Zuni Dinosaur discoveries have been the subject of substantial media interest including television, radio and print formats, and Doug was a technical consultant and presenter for the Discovery Channel documentary *When Dinosaurs Roamed America* featuring the Zuni dinosaurs. Doug has also been a contributor to media efforts by the BBC (*Planet Dinosaur*), *Anna and the Wild Animals*, and others, and he has presented and produced live-interactive educational television segments on multiple geologic topics for students. Doug is a mentor to many students, providing real-world research opportunities from high-school through graduate school involving aspects of project research. Doug has also provided field programs and support to the Make-A-Wish Foundation.

Doug has prepared and presented numerous media releases in support of the Zuni dinosaur discoveries and other projects; and he has received 8-hours of "Media-Awareness-Training" provided by Discovery Channel in advance of a press conference for the "Dino's Roamed" documentary. He has since participated in numerous press interviews and media projects. The majority of Doug's research has been conducted under permit on US Public Lands including US BLM and he is well acquainted with Natural Resources on Public Lands. He has been a featured presenter on natural resource issues at the Hedburg Conference on "Science and Rational Environmental Policy", "Fossils on Federal Lands Conference", State education conferences, workshop presenter for the Arizona Site Stewards, and a presenter at the Grand Canyon National Fossil Day and 100-year anniversary of the National Park.

In support of research and education efforts, Doug established the White Mountain Dinosaur Exploration Center and a Public museum (WMDEC) in Springerville, AZ. Wolfe established the Zuni Dinosaur Institute for Geosciences (ZDIG) an Arizona 501c3, in 2019. The WMDEC/ZDIG Museum is currently associated with the Springerville-Eagar Regional Chamber of Commerce at 7 West Main Street.

Recent consulting projects have included survey for paleontological resources for a linear utility project crossing BLM right-of-way in western New Mexico, and a survey of paleontological resources within Cretaceous strata at the Chaco Canyon Historical Park, in northwest New Mexico. He is currently providing limited consulting services to a small DWID and others in the White Mountain region.

Additional project information. List of References and Professional References can be provided upon request.

White Mountain Dinosaur Exploration Center (WMDEC) and the Zuni Dinosaur Institute for Geoscience (ZDIG); Achievements, Capabilities and Mission

John Wesley Powell, the first Director of the US Geological Survey famously suggested that Congress should divide the Territories according to watershed boundaries rather than longitudes and latitudes.

He described a watershed as; *that area of land, a bounded hydrologic system, within which all living things are inextricably linked by their common watercourse and where, as humans settled, simple logic demanded that they become part of a larger community*".



Our Mission and Scope at WMDEC-ZDIG concerns the Geology, Paleontology, and Hydrologic resources of the little Colorado watershed, extending from western New Mexico, the White Mountains, and the Mogollon Rim to the Grand Canyon. The region contains some of the most diverse and unique geology, paleontology, and ecology in the World.

Over 25 Years of Scientific Achievement

Museum Director Douglas Wolfe has been described as a “world-renowned paleontologist” for the discovery of several new species of dinosaurs “the Zuni Dinosaur Fauna” along the AZ-NM border near Springerville. The Zuni Dinosaurs are so far unique to this area filling an almost 20-million-year gap in the Global dinosaur record.

The Zuni Basin Paleontological Project and its partners have now discovered, named and published in over 100 scientific papers new species of dinosaurs, fossil trees, turtles, dinosaur track sites and important revisions to area geologic interpretations.

Wolfe is also a noted author in the field of groundwater and environmental geology and is currently conducting a year-long hydrogeologic assessment of the Billy Creek Watershed, a subdivision of the Little Colorado Watershed encompassing the Town of Pinetop-Lakeside. The project is supported by a grant from the Arizona Department of Environmental Quality (ADEQ) to the Town.



National and International Scientific and Media Recognition

The Tonight Show with Jay Leno (kid discovers dinosaur..)

Discovery Channel (When Dinosaurs Roamed America)

BBC (Dinosaur Planet, BBC Radio interviews)

German Television (Anna And the Wild Animals, Bird Origins)

Community and Institutional Partnerships

University of Arizona Cooperative Extension FABLAB (Blue Ridge High School, Pinetop-Lakeside); ZDIG occupies an Earth Science classroom laboratory space at the FABLAB for STEAM educational activities.

Arizona Museum of Natural History (AZMNH) and the Southwest Paleontological Society (SPS; Mesa, AZ); Fossil specimens collected from the Zuni Basin are curated at AZMNH and he is a lifetime member and former president of the SPS. SPS volunteers have made significant contributions to field work and publications over 25 years.

Northland Pioneer College, Show Low AZ; Doug is an adjunct faculty member at NPC and co-researcher with NPC professor David Smith.

Additional collaborations have included researchers and graduate students from Utah Museum of Natural History, University of Colorado (Boulder), University of Pennsylvania, University of Nebraska, University of Chicago, Western Science Center, Lawrence Livermore Laboratories, Virginia Tech, and several others.

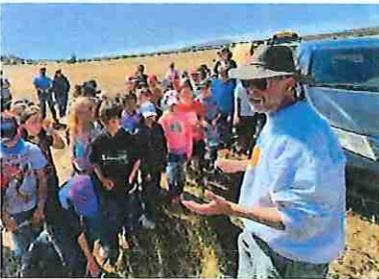
Make-a-Wish Foundation contributor.



STEAM Education Program Outreach and Field Trips

Geology and Paleontology involve many different scientific disciplines ranging from chemistry, physics, biology, mathematics to astronomy. Visualization, art and sculpture are integral parts of science and museums. Our programs are intended to capitalize on student interest in dinosaurs to explore multiple scientific topics.

Programs for Schools, Clubs, and Communities



Boys and Girls Club of America,
Native Women's Scholars
White Mountain Apache School Districts
Apache, Navajo and Catron County School Districts
Home schoolers from around the Country

Proven Fundraising Abilities

Rural Activation Innovation Network Grant (National Science Foundation)

Tucson Electric Power Grant to support Boys and Girls Club program and Field trips

Significant Contributions from Private Individuals and Local Businesses

Museum and Exhibit Development and Design

Wonderworks; The Horned Dinosaurs, Travelling Exhibit.

AZMNH Exhibits and educational signage.

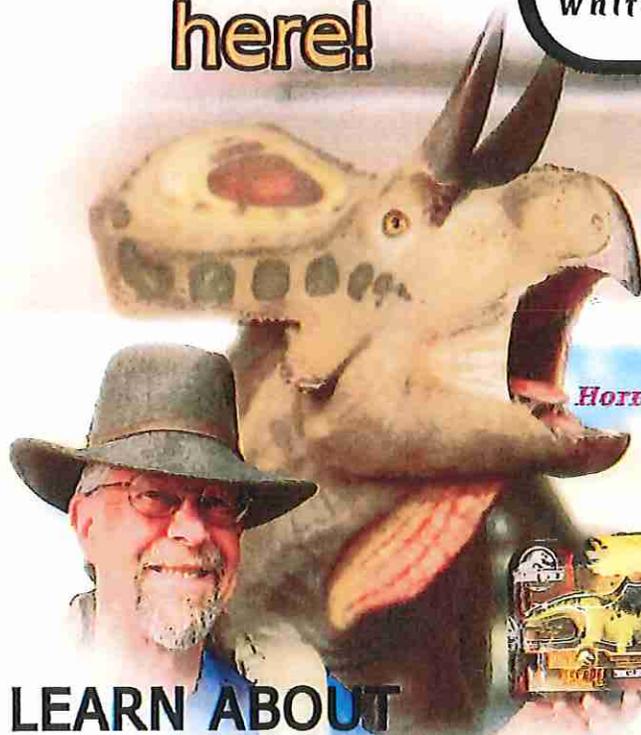
WMDEC-ZDIG Museum Exhibits and Travelling Programs.



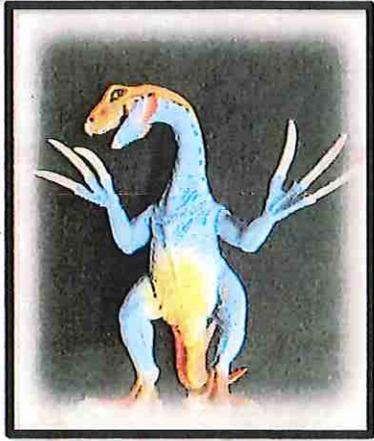
TRAVEL BACK IN TIME!!!!

Meet the Dinosaurs that lived here!

DID YOU KNOW?
 I was discovered by a 7 year old boy?
 I'm the oldest horned dinosaur in North America?
 I appear in the movie Jurassic World Dominion?
 I lived here 90 million years ago in the White Mountains?



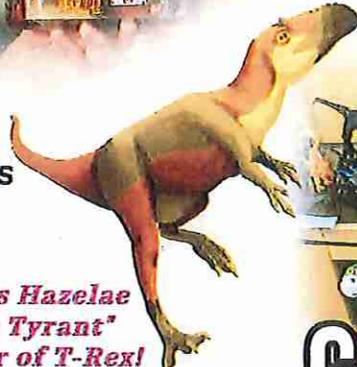
*Zuniceratops
 Christopheri
 "Christopher's
 Horned-Face" Dinosaur*



*Meet Nothronychus.
 America's First
 Sickle-Clawed
 Therizinosaur*

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Understanding the Social Wellbeing Impacts of the Nation's Museums

“In the analysis, economic well-being was positively associated with museums but not libraries, and—to a greater extent—with both community health and school effectiveness.”

“In the analysis, economic well-being was positively associated with museums but not libraries, and—to a greater extent—with both community health and school effectiveness.” Sunil Iyengar directs the Office of Research & Analysis at the National Endowment for the Arts. (Author: *Sunil Iyengar directs the Office of Research & Analysis at the National Endowment for the Arts*)

“The American Alliance of Museums (AAM), the only organization representing the entire scope of the museum community, today released two groundbreaking reports revealing indisputable evidence that museums contribute more to the United States economy than previously thought and have widespread public support that transcends political affiliations and geographic locations.

Never before in the 112-year history of the Alliance have we possessed such comprehensive and statistically robust studies to support what we have always known,” said **Alliance President and CEO Laura Lott**. “Our legislators, policymakers, funders, and trustees can be confident in the fact that museums are important economic engines that support jobs and bring revenue to their local communities. “

<https://www.aam-us.org/2023/06/27/museum-field-attendance-financial-staffing-recovery-to-take-years-new-survey-finds/>

- * Seventy-six percent of all U.S. leisure travelers participate in cultural or heritage activities such as visiting museums. These travelers spend 60 percent more money on average than other leisure travelers. ([The 2013 Cultural and Heritage Traveler Report](#), Mandala Research)
- * Museums and other nonprofit cultural organizations return more than \$5 in tax revenue for every \$1 they receive in funding from all levels of government. ([Arts & Economic Prosperity 5](#), 2017, Americans for the Arts)
- * More people visit art museums, science centers, historic houses or sites, zoos, or aquariums than attend professional sporting events (Broader population sampling conducted on behalf of AAM by [Wilkening Consulting](#), 2018 and 2023)
- * About 26% of museums are located in rural areas ([Museum Data Files](#), IMLS, 2014)
- * The economic activity of museums generates over \$12 billion in tax revenue, one-third of it going to state and local governments. Each job created by the

museum sector results in \$16,495 in additional tax revenue. ([Museums as Economic Engines](#), AAM and Oxford Economics, 2017)

Museums and Public Opinion

- 97% of Americans believe that museums are educational assets for their communities. ([Museums as Economic Engines](#), AAM and Oxford Economics, 2017)
- 89% believe that museums contribute important economic benefits to their community. ([Museums & Public Opinion](#), AAM and Wilkening Consulting, 2018)
- 96% would think positively of their elected officials for taking legislative action to support museums. ([Museums & Public Opinion](#), AAM and Wilkening Consulting, 2018)
- 96% want to maintain or increase federal funding for museums ([Museums & Public Opinion](#), AAM and Wilkening Consulting, 2018)

Living in a community with cultural resources confers a five year advantage in cognitive age: museums and similar cultural organizations provide the biggest boost to cognitive health ([Neighborhood cognitive amenities? A mixed-methods study of intellectually stimulating places and cognitive function among older Americans](#), Finlay et al, Wellbeing, Space and Society, Volume 2, 2021)

Cultural heritage tourism has emerged as both an important economic tool and marketing tool when seeking a competitive advantage in the tourism industry. This study examined the economic impact a heritage railway has on a regional rural economy, namely the Great Smoky Mountains railroad (GSMr), a member of American heritage railways. Findings revealed the GSMr has exerted a profound effect on the region. It has contributed significantly to the regional economy and has provided excellent value for the services rendered based on visitor satisfaction ratings. It has helped to diversify the region's tourism offerings, enhance its uniqueness, and revitalize its tourism industry. Results from this study will assist GSMr management in the future planning and development of its heritage railway train excursions and marketing strategies.

(October 2011, [Tourism Analysis](#) 16(5):629-636 DOI:[10.3727/108354211X1320276496090](#))

WHAT ART DOES FOR A TOWN

“Believe it or not, we were not always a Bavarian style village. Instead, the towering mountain peaks and bountiful land was known amongst Native Americans as some of the most plentiful land anyone had laid eyes on. The Yakama, Chinook and Wenatchee tribes all hunted the same land for deer & elk, and also fished Icicle Creek for salmon.

Settlers hungry for gold, timber, and furs soon settled the area, and by 1890, Icicle Flats was born. The area exploded with the arrival of the rail line near the turn of the century. At that point, Leavenworth was a whole lot less Bavaria and a whole lot more Deadwood! The logging and sawmill business was great...until it wasn't. When the railroad re-routed its rails and moved out of town, it almost turned Leavenworth into a ghost town. The area scuffled along for more than thirty years, always on the brink of extinction.

In the early 1960's, town leaders had a bright idea: change Leavenworth's appearance to draw visitors. If the gorgeous alpine hills had no equal except in German Bavaria, the city planned on completing the experience.

This was no mere facelift. In addition to completely renovating the downtown area, community leaders created a series of festivals, drawing revelers into town. From there, the Autumn Leaf Festival, Maifest, and the immensely popular Christmas Lighting Festivals were born and continue to this day.

To say the change worked is like saying you can taste a hint of cabbage in kraut. For decades, Leavenworth has been a top tourist destination in the Pacific Northwest. **More than a million tourists walk our streets every year**, finding “Bavarian authenticity and Northwest hospitality.”



Information from a person who was there and helped recreate the town:

“There were empty buildings. There were many artists who lived close by. Empty Building owners were talked into allowing an artist to lease the building for a year for no money but were charged with the building's beautification and utilities. After the year was up the artist and building owner could negotiate rent.”

- ✓ We have empty buildings on Main Street.
- ✓ We have many Artists, Photographers, and vendors of unique products.

- ✓ “national experts agree that the arts, culture and the creative sector make important contributions to driving rural economic development, building rural communities and changing the narrative of rural places.” (Rural Prosperity through the arts and Creative Sector: A Rural Action Guide for Governors and States)

2019

Arizona Domestic Overnight Visitors

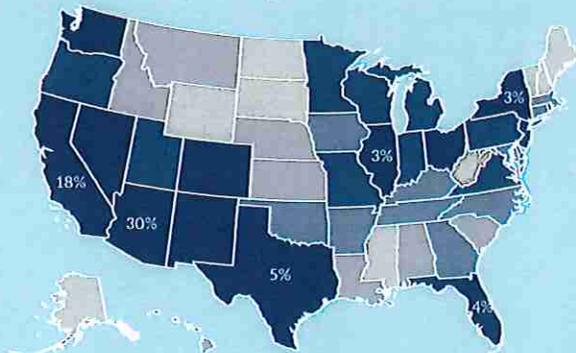
40.6 MILLION

Domestic Overnight
Visitors to Arizona

AZ Domestic Visitation Trend



Top Origin States



Top Activities

- Shopping
- National/State Park
- Hiking/Backpacking
- Landmark/Historic Site
- Casino

2019

84%/16%

leisure/business

72.5%/27.5%

non-resident/resident

2.8

party size

\$710

expenditures*

3.6

nights stayed in AZ

47.6 YRS

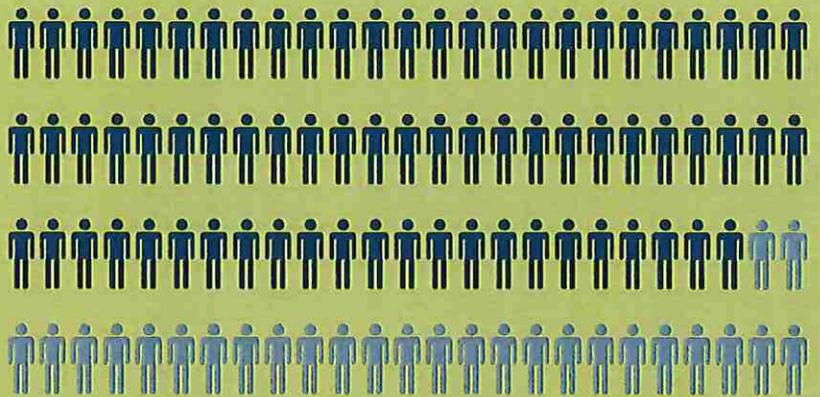
average age

2019

Arizona Domestic Overnight Visitors Residents vs. Non-Residents

40.6 MILLION

Domestic Overnight
Visitors to Arizona



■ Non-Residents (72.5%) ■ Residents (27.5%)

Non-Resident

Resident

72.5%

share

27.5%

4.2

nights stayed in AZ

2.3

2.9

party size

2.6

46.7 YRS

average age

49.8 YRS

shopping (31%)
national/state park (20%)
landmark/historic site (18%)
hiking/backpacking (16%)
casino (15%)

top activities

shopping (26%)
hiking/backpacking (17%)
casino (14%)
national/state park (12%)
landmark/historic site (11%)

Annual visitation summary

AZ Domestic Overnight Visitor Volume Estimates (million)															
	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Overnight Leisure	25.78	26.69	27.00	25.60	24.75	26.08	27.02	27.44	28.03	29.14	30.35	31.24	32.07	33.08	33.97
Overnight Business	6.37	6.77	6.80	6.79	5.28	5.72	5.79	5.69	5.74	5.90	6.08	6.17	6.28	6.51	6.66
Overnight Resident	9.66	9.97	10.08	9.70	8.96	9.25	9.31	9.37	9.56	9.89	10.20	10.44	10.68	11.01	11.18
Overnight Nonresident	22.48	23.49	23.72	22.69	21.08	22.55	23.50	23.76	24.22	25.14	26.23	26.97	27.67	28.58	29.45
Total Overnight Visitors	32.15	33.46	33.80	32.39	30.03	31.80	32.81	33.13	33.77	35.03	36.43	37.41	38.35	39.59	40.63

AZ Domestic Overnight Visitor Volume Estimates (annual % growth)															
	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Overnight Leisure	4.2%	3.5%	1.2%	-5.2%	-3.3%	5.4%	3.6%	1.5%	2.2%	3.9%	4.2%	2.9%	2.7%	3.1%	2.7%
Overnight Business	8.5%	6.3%	0.5%	-0.2%	-22.2%	8.3%	1.3%	-1.7%	0.9%	2.7%	3.1%	1.5%	1.7%	3.8%	2.2%
Overnight Resident	3.7%	3.2%	1.1%	-3.8%	-7.6%	3.3%	0.7%	0.6%	2.0%	3.5%	3.1%	2.3%	2.3%	3.1%	1.5%
Overnight Nonresident	5.6%	4.5%	1.0%	-4.4%	-7.1%	7.0%	4.2%	1.1%	1.9%	3.8%	4.3%	2.8%	2.6%	3.3%	3.1%
Total Overnight Visitors	5.0%	4.1%	1.0%	-4.2%	-7.3%	5.9%	3.2%	1.0%	1.9%	3.7%	4.0%	2.7%	2.5%	3.2%	2.6%



Overnight visitor shares by segment

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
AZ Domestic Overnight Visitor Volume Estimates															
Share of Overnight Visits (%)															
Overnight Leisure	80.2%	79.8%	79.9%	79.0%	82.4%	82.0%	82.3%	82.8%	83.0%	83.2%	83.3%	83.5%	83.6%	83.5%	83.6%
Overnight Business	19.8%	20.2%	20.1%	21.0%	17.6%	18.0%	17.7%	17.2%	17.0%	16.8%	16.7%	16.5%	16.4%	16.5%	16.4%
Overnight Resident	30.1%	29.8%	29.8%	29.9%	29.8%	29.1%	28.4%	28.3%	28.3%	28.2%	28.0%	27.9%	27.8%	27.8%	27.5%
Overnight Nonresident	69.9%	70.2%	70.2%	70.1%	70.2%	70.9%	71.6%	71.7%	71.7%	71.8%	72.0%	72.1%	72.2%	72.2%	72.5%





**TOURISM
ECONOMICS**

AN OXFORD ECONOMICS COMPANY

For more information:

info@tourismconomics.com

April 2023

Arizona Office of Tourism

Monthly Gross Sales & Tourism Taxes Report



State of Arizona: Gross Sales by Sector						
Sector	April 2023	April 2022	% Change	2023 YTD Sales	2022 YTD Sales	% Change
Lodging	\$ 522,404,511	\$ 528,129,002	-1.1%	\$ 2,379,705,149	\$ 2,088,696,601	13.9%
Restaurant/Bar	\$ 1,961,338,149	\$ 1,807,548,943	8.5%	\$ 7,744,063,165	\$ 6,999,900,985	10.6%
Retail	\$ 8,488,271,085	\$ 8,878,508,840	-4.4%	\$ 33,409,651,676	\$ 33,640,450,990	-0.7%
Amusement	\$ 223,373,962	\$ 191,036,087	16.9%	\$ 998,391,923	\$ 664,530,624	50.2%
Total	\$ 11,195,387,707	\$ 11,405,222,872	-1.8%	\$ 44,531,811,913	\$ 43,393,579,200	2.6%

Source: Arizona Department of Revenue

Estimated State Tourism Taxes: Tourism Related Sectors						
Sector	April 2023	April 2022	% Change	2023 YTD Sales	2022 YTD Sales	% Change
Lodging	\$ 27,295,636	\$ 27,594,740	-1.1%	\$ 124,339,594	\$ 109,134,397	13.9%
Restaurant/Bar	\$ 25,943,012	\$ 23,908,811	8.5%	\$ 102,432,272	\$ 92,589,090	10.6%
Retail	\$ 51,859,941	\$ 54,244,138	-4.4%	\$ 204,119,608	\$ 205,529,699	-0.7%
Amusement	\$ 804,325	\$ 687,883	16.9%	\$ 3,595,010	\$ 2,392,842	50.2%
Total	\$ 105,902,914	\$ 106,435,572	-0.5%	\$ 434,486,484	\$ 409,646,029	6.1%

Tax rates reflected above are Lodging (5.5%) and Restaurant/Bar, Retail, Amusement (5.6%). Data is shown in the month sales occurred. For additional information contact: Diego Cando, Senior Research Manager, Arizona Office of Tourism at 602-364-3725 or dcando@tourism.az.gov.

Source: Gross Sales reported by Arizona Dept. of Revenue. Estimated state tax collections by Arizona Hospitality Research and Resource Center (AHRRC).



Northern Arizona University-The W. A. Franke College of Business
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April 2023

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Tracking Domestic Visitor Volumes for Arizona:

2019 Q4 and 2019 Full Year Estimates

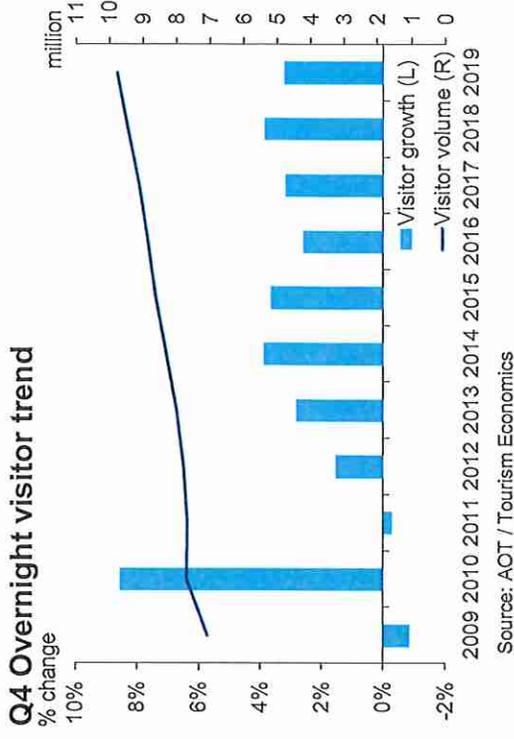


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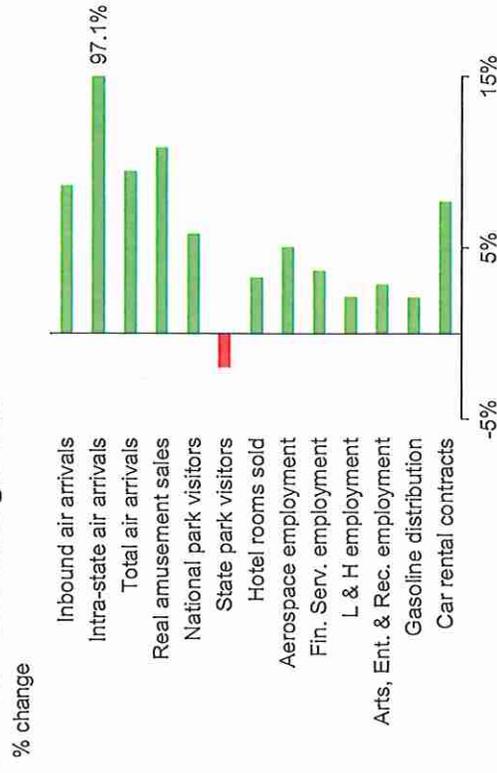
AN OXFORD ECONOMICS COMPANY

Quarterly Summary – 2019Q4

- Overnight visitation to Arizona increased 3.2% in 2019Q4. This growth outpaced overall year-over-year growth in 2019 (2.6%).
- Overnight visits are estimated at 9.8 million for the quarter. This builds on gains achieved in the same quarter over three years, resulting in a solid three-year gain of 10.6% compared to 2016Q4.



2019Q4 indicator growth



- Hotel rooms sold increased 3.3% in 2019Q4, compared to 3.7% in 2018Q4.

Quarterly visitation levels and growth

	AZ Domestic Overnight Visitor Volume Estimates (million)															
	2016			2017			2018			2019						
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
Overnight Leisure	8.33	8.13	7.54	7.24	8.50	8.33	7.74	7.49	8.69	8.58	8.05	7.77	8.84	8.71	8.38	8.03
Overnight Business	1.80	1.45	1.33	1.59	1.83	1.48	1.36	1.61	1.86	1.55	1.41	1.69	1.89	1.60	1.44	1.73
Overnight Resident	2.65	2.81	2.61	2.37	2.70	2.88	2.67	2.43	2.79	2.97	2.77	2.48	2.84	2.98	2.82	2.54
Overnight Nonresident	7.48	6.77	6.26	6.46	7.63	6.93	6.43	6.68	7.76	7.16	6.69	6.98	7.90	7.33	7.00	7.22
Total Overnight Visitors	10.13	9.58	8.88	8.83	10.33	9.81	9.10	9.11	10.55	10.13	9.46	9.46	10.74	10.31	9.82	9.76

	AZ Domestic Overnight Visitor Volume Estimates (annual % growth)															
	2016			2017			2018			2019						
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
Overnight Leisure	1.88%	3.52%	3.60%	2.80%	2.11%	2.48%	2.65%	3.51%	2.19%	2.97%	3.89%	3.63%	1.80%	1.62%	4.18%	3.42%
Overnight Business	1.05%	0.89%	2.31%	1.72%	1.70%	1.86%	1.90%	1.58%	1.66%	4.93%	4.09%	4.88%	1.85%	3.10%	1.76%	2.24%
Overnight Resident	1.66%	1.66%	2.46%	3.62%	1.98%	2.46%	2.25%	2.65%	3.49%	3.07%	3.67%	2.21%	1.57%	0.59%	1.61%	2.35%
Overnight Nonresident	1.75%	3.73%	3.81%	2.23%	2.05%	2.35%	2.66%	3.35%	1.60%	3.35%	4.03%	4.45%	1.89%	2.36%	4.73%	3.51%
Total Overnight Visitors	1.73%	3.11%	3.41%	2.60%	2.03%	2.38%	2.54%	3.16%	2.10%	3.27%	3.92%	3.85%	1.81%	1.84%	3.82%	3.21%

Quarterly visitation shares by segment

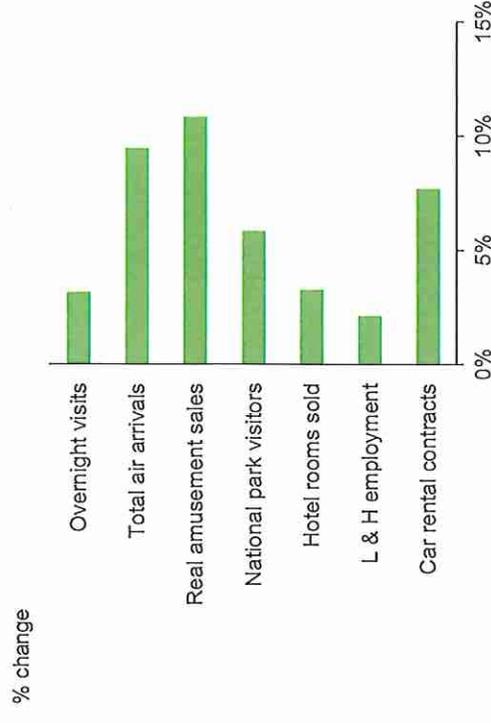
AZ Domestic Overnight Visitor Volume Estimates Share of Overnight Visits (%)																
	2016				2017				2018				2019			
	Q1	Q2	Q3	Q4												
Overnight Leisure	82.2%	84.9%	85.0%	82.0%	82.3%	84.9%	85.1%	82.3%	82.4%	84.7%	85.1%	82.1%	82.4%	84.5%	85.4%	82.3%
Overnight Business	17.8%	15.1%	15.0%	18.0%	17.7%	15.1%	14.9%	17.7%	17.6%	15.3%	14.9%	17.9%	17.6%	15.5%	14.6%	17.7%
Overnight Resident	26.1%	29.3%	29.5%	26.8%	26.1%	29.4%	29.4%	26.7%	26.5%	29.3%	29.3%	26.2%	26.4%	28.9%	28.7%	26.0%
Overnight Nonresident	73.9%	70.7%	70.5%	73.2%	73.9%	70.6%	70.6%	73.3%	73.5%	70.7%	70.7%	73.8%	73.6%	71.1%	71.3%	74.0%



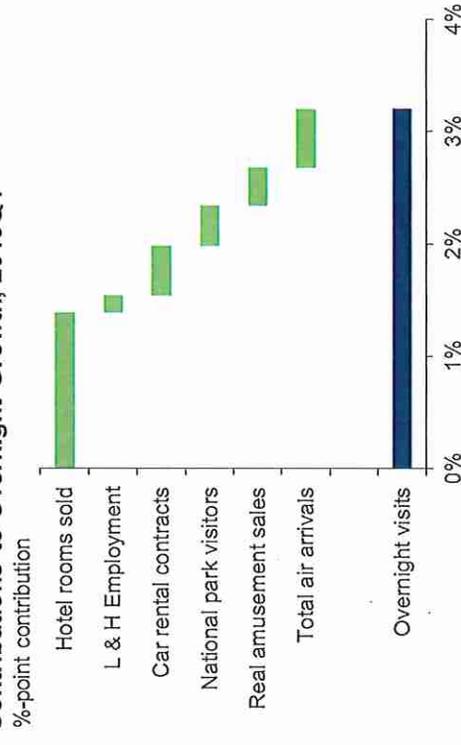
Overnight visitation – 2019Q4

- Total overnight visitation rose 3.2%. Indicators rallied growth; real amusement sales rose 10.9%, total air arrivals grew 9.5%, and car rental contracts increased 7.7%.
- National park visitation increased 5.9%, with its strongest fourth quarter growth since 2017.
- Total hotel demand rose 3.3% for 2019Q4, slightly behind a fourth quarter gains from a year ago, at 3.7%.

2019Q4 Overnight visits & indicator growth



Contributions to Overnight Growth, 2019Q4

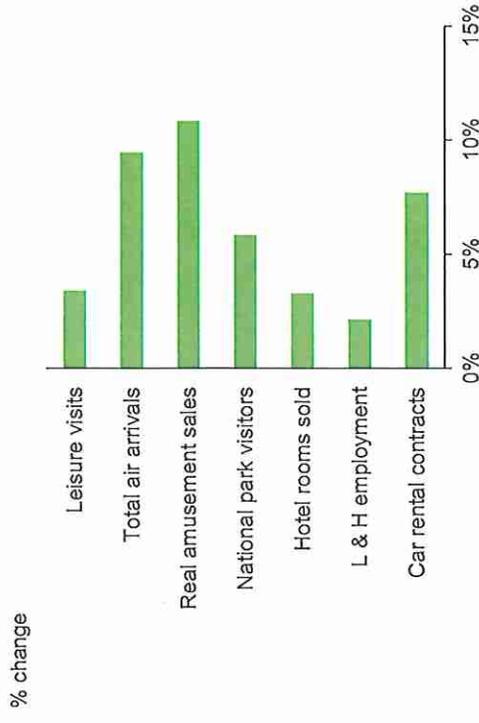


Source: Tourism Economics

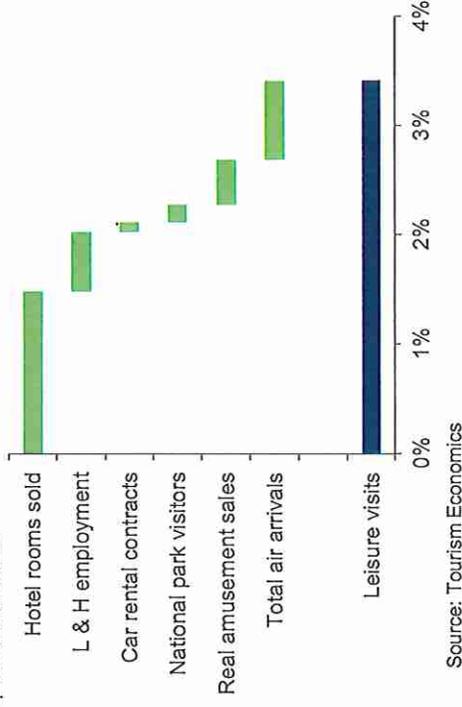
Overnight leisure visitation – 2019Q4

- Growth continued in the leisure segment, with a 3.4% gain, representing faster growth than the 2.7% leisure growth experienced overall in 2019.
- Key indicators supported this growth, including total hotel demand (3.3%), total air arrivals (9.5%), and national park visits (5.9%).
- Car rental contracts increased 7.7%, though the history of this indicator has been volatile.

2019Q4 Leisure visits & indicator growth



Contributions to Leisure Growth, 2019Q4

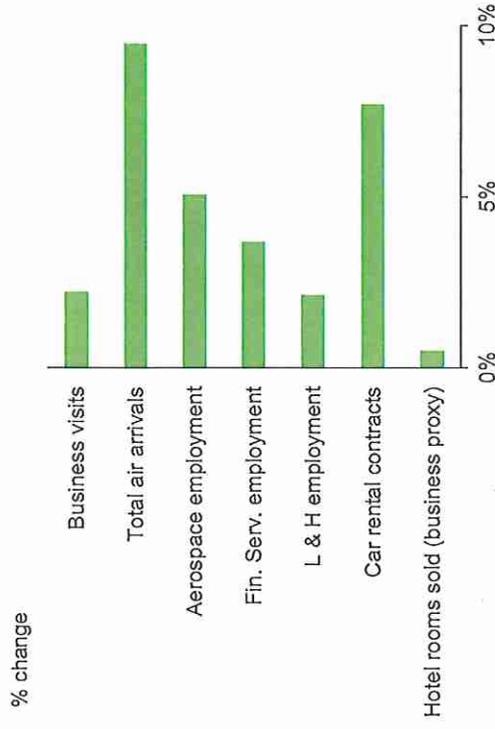


Source: Tourism Economics

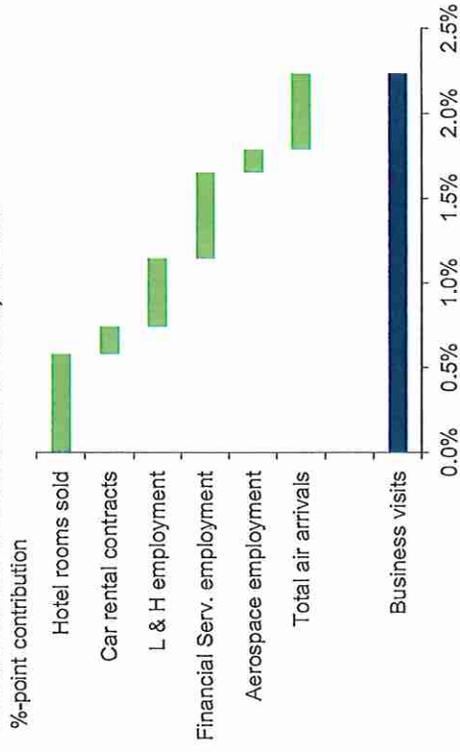
Overnight business visitation – 2019Q4

- Overnight business visitation expanded by 2.2%. This growth is on par with overall business visitation for 2019, which increased 2.2%.
- Hotel demand measured as a proxy for business transient and group activity increased 0.5%, following a strong 5.0% gain in the same quarter a year earlier.
- Aerospace and finance employment both experienced gains, at 5.1% and 3.7%, respectively.

2019Q4 Business visits & indicator growth



Contributions to Business Growth, 2019Q4

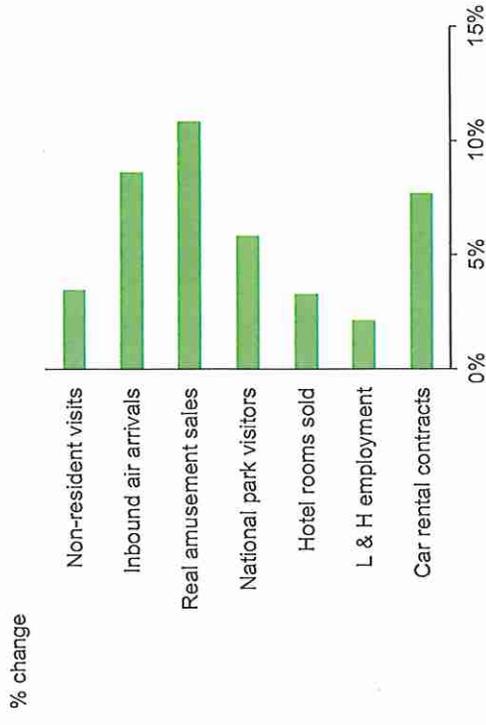


Source: Tourism Economics

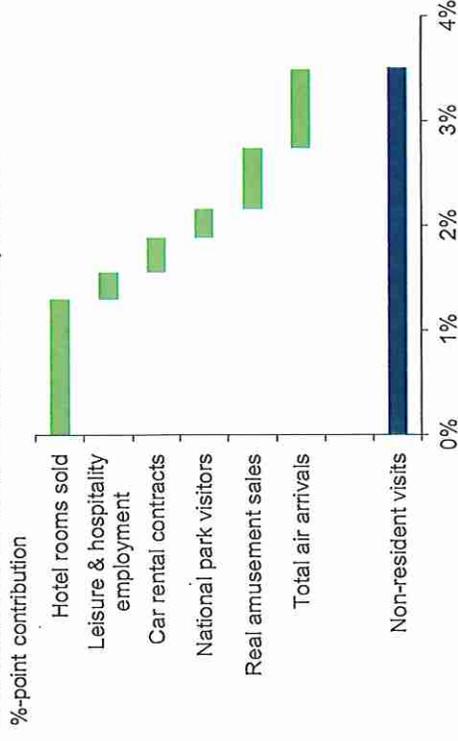
Overnight non-resident visitation – 2019Q4

- Non-resident visits grew 3.5%, ahead of the 3.1% growth achieved in 2019 overall.
- Indicators continue to be positive. Air arrivals from outside the state rose 8.7%, and real amusement sales rose 10.9%.
- The non-resident visitor share in Q4 (74.0%) was slightly ahead of the same quarter last year (73.8%).

2019Q4 Non-resident visits & indicator growth



Contributions to Non-resident Growth, 2019Q4

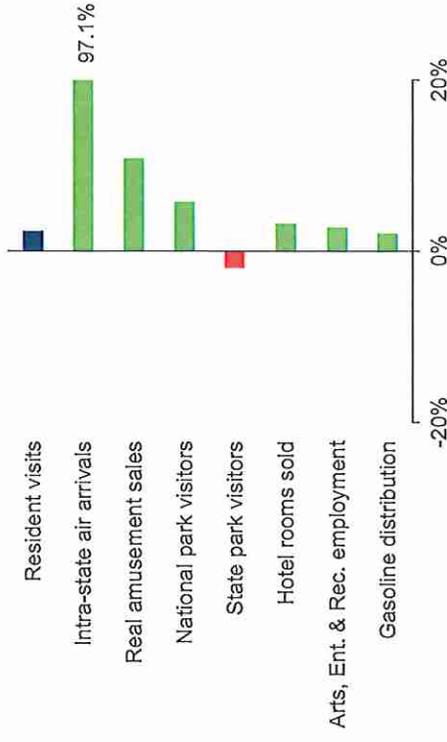


Source: Tourism Economics

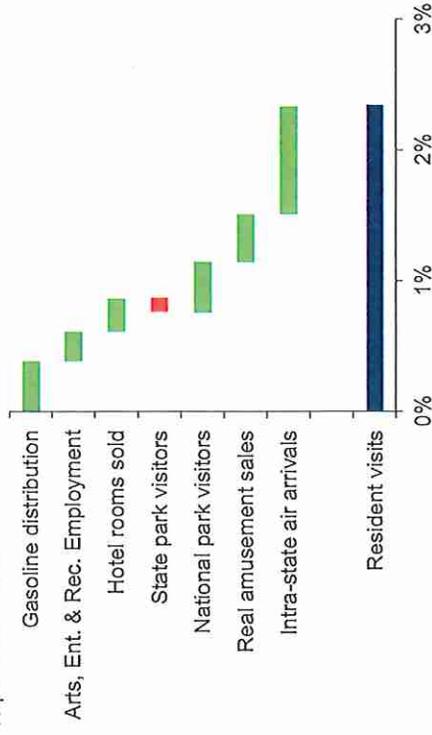
Overnight resident visitation – 2019Q4

- Arizona resident overnight visits grew 2.4% in Q4, as indicators showed mostly positive growth.
- Intra-state air arrivals showed an unusually strong increase of 97.1%, after increasing 29.4% in 2018Q4. As a result, the model weight applied to this input was reduced.
- Real amusement sales rose 10.9%, and gasoline distribution in gallons rose 2.1%.

2019Q4 Resident visits & indicator growth
% change



Contributions to Resident Growth, 2019Q4
%-point contribution



Source: Tourism Economics

Annual summary

- Visitation continued to expand in 2019, as Arizona attracted 40.63 million overnight domestic visitors, setting another new high.
- Multiple indicators expanded solidly in 2019; in particular, real amusement sales, total air passengers, hotel room demand, and employment in tourism-related sectors (leisure and hospitality; arts, entertainment, and recreation).
- The pace of visitation growth in 2019 (2.6%) slowed relative to 2018 (3.2%).

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Kelsi Miller, Town Clerk
DATE: 07/12/2023
SUBJECT: Consent Items

SUGGESTED MOTIONS:

I move we approve consent items 8a, 8b, and 8c as presented.

Or I move we do not approve this item.

Or I move we table this item.

STAFF REPORT:

See attachments



DRAFT

TOWN COUNCIL REGULAR MEETING

Minutes

Wednesday, June 21, 2023 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.

TOWN COUNCIL MEETING: 6:00 P.M.

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE:

Minutes:

Mayor Reidhead called the meeting to order at 6:00 p.m. Terry Shove led the pledge of allegiance. Rev. Anselm Amadi offered the invocation.

2. ROLL CALL:

Minutes:

Present: Shelly Reidhead, Mayor; Richard Davis, Vice-Mayor; Douglas Henderson, Councilor; Donald Scott, Councilor; Florencio Lozoya (telephonically), Councilor
Staff: Town Manager Tim Rasmussen, Town Clerk Kelsi Miller, Town Attorney Brandon Kavanagh

3. PUBLIC PARTICIPATION:

Minutes:

Terry Shove addressed the Mayor and Council. She updated on the growth of the School District starting with kindergarten and up. She further explained she wanted to squish some rumors of "kicking" NPC out of the school district building. NPC has expressed they are renting more space than they need and are looking for a building that fits their needs. Terry explained she is also on the NPC board. The current road block is financials and all the rentals being over what they can do right now.

DRAFT

4. COUNCIL, MANAGER AND STAFF REPORTS:

a. Mayor & Council Reports: Summary Updates on committee meetings.

Minutes:

Councilor Henderson reported he attended the annual airport fly in event. He said they had a great turnout. He wanted to extend a special thank you to Larry and Lillian Hill for the event.

Mayor Reidhead reported she attended the internet grant meeting. To date, they have budgeted for the funds, but the state has not yet signed off to release them.

b. Manager Tim Rasmussen: Summary Updates & presentation(s)

Minutes:

Manager Rasmussen reported they held a shared services meeting two weeks ago. He explained that Maverick is talking about coming to town and is in the process of buying parcels. They are currently in escrow. The Town has supplied them with information regarding water, sewer, and building permits. They are working with ADOT on traffic plans. He next reported he met with a company called Connect Gen that is wanting to bring a solar/wind farm 20 miles west of Tucson Electric Power. The project would cost around \$2 billion and take 2-3 years to complete construction. They would initially employ around 200 people to construct and 30 people for operations once construction was complete. Operational positions average salary would be \$120,000. He next reported on a grant the town applied for with WIFA for electronic meter reading. He explained that application will be going before the board soon. He thanked public works for putting up the flags for flag day. The Planning and Zoning Commission met on June 13th. They are working on some definition clarification. The Liberty Park sign has been ordered, Manager Rasmussen suggests this summer we host a grand re-opening. We are currently going out for an RFQ for website design, hosting, and maintenance. He reported we had two new employees start with the town this month and unfortunately lost one. We are also advertising for a contract position to help digitize records. Lastly, he introduced the new Town Attorney, Brandon Kavanagh.

c. Staff Reports: Summary Updates

Minutes:

No verbal reports

5. CONSENT ITEMS:

Minutes:

ACTION: Motioned by Vice-Mayor Richard Davis, seconded by Councilor Donald Scott to approve consent items 5a, 5b, and 5c as presented.

DISCUSSION: None

a. Consider approval of the May 16, 2023 Special Council Meeting Minutes.

b. Consider ratification and approval of the accounts payable register May 10, 2023 through June 21, 2023.

c. Consider approval of the annual PSPRS Pension Funding Policy as presented.

OLD BUSINESS

NEW BUSINESS

6. APACHE COUNTY DISPATCH SERVICES:

Minutes:

ACTION: Motioned by Councilor Douglas Henderson, seconded by Vice-Mayor Richard Davis to direct the Town Manager to start negotiations with Apache County for dispatch services.

DISCUSSION: Mayor Reidhead stated that St. Johns isn't paying for dispatch services, and neither is the Town of Eagar so why are we. She explained she was told there is a jail tax that is collected and that is supposed to pay for dispatch services. Manager Rasmussen read the letter from Dayson Merrill the Chief of Police explaining his understanding and opinion on dispatch services. Manager Rasmussen hopes to bring this item back in July.

7. TENTATIVE BUDGET:

Minutes:

ACTION: Motioned by Councilor Douglas Henderson, seconded by Vice-Mayor Richard Davis to adopt the Fiscal Year 23/24 tentative budget for the Town of Springerville.

DISCUSSION: None

Vote results:

Ayes: 5 / Nays: 0

8. RESOLUTION 2023-R006: CFO DESIGNATION

Minutes:

ACTION: Motioned by Councilor Donald Scott, seconded by Vice-Mayor Richard Davis to approve Resolution 2023-R006 regarding designating Heidi Wink as the Chief Fiscal Officer for Fiscal Year 2024.

ACTION AMENDED: Motioned by Councilor Donald Scott, seconded by Vice-Mayor Richard Davis to approve Resolution 2023-R006, "A RESOLUTION OF THE TOWN OF SPRINGERVILLE, ARIZONA MAYOR AND COMMON COUNCIL, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2024 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL."

DISCUSSION: None

Vote results:

Ayes: 5 / Nays: 0

9. TOURISM TAX FUND REQUEST FOR THE AZ ALPINE TRAIL:

Minutes:

ACTION: Motioned by Councilor Donald Scott, seconded by Councilor Douglas Henderson to approve the Tourism Tax Fund request in the amount of \$2,000.

DISCUSSION: Mayor Reidhead explained she and Manager Rasmussen met with the group that has requested this. They explained the project to her, and she does not feel like this comes close to Springerville. Manager Rasmussen explained the access to Town for the trail would be Water Canyon Road. In discussions they talked about campgrounds being staged in the Towns. Mayor

Reidhead added we are not in the business of campgrounds, and it could take away from our local RV parks. The trail would be 700-800 miles from Payson to Hannagan Meadow, passing near multiple towns that would all have accesses. Councilor Henderson explained he is not sure we want to encourage OHV traffic in Town. The public may have concerns of noise and traffic. Manager Rasmussen explained we already have a lot of trails on our mountains. This is not a promised project; they are still in the grant procurement stage.

Motion Failed

Vote results:

Ayes: 1 / Nays: 4

10. LETTER OF SUPPORT FOR THE AZ ALPINE TRAIL:

Minutes:

ACTION: Motioned by Vice-Mayor Richard Davis, seconded by Councilor Donald Scott to not give the AZ Alpine Trail a letter of support at this time.

DISCUSSION: None

Vote results:

Ayes: 5 / Nays: 0

11. FIRST READING ORDINANCE 2023-002: ORDER OF BUSINESS

Minutes:

Mayor Reidhead completed the first reading of Ordinance 2023-002 out loud.

ORDINANCE NO.2023-002 AN ORDINANCE OF THE TOWN OF SPRINGERVILLE, APACHE COUNTY ARIZONA, AMENDING TITLE 2 "ADMINISTRATION AND PERSONNEL", CHAPTER 2.04 "TOWN COUNCIL", SECTION 2.04.130 "ORDER OF BUSINESS" OF THE SPRINGERVILLE MUNICIPAL CODE AND DESIGNATING AN EFFECTIVE DATE.

DISCUSSION: None

12. EXECUTIVE SESSION:

a. Notice of Claim from A. Wrye:

Minutes:

ACTION: Motioned by Vice-Mayor Richard Davis, seconded by Councilor Donald Scott to enter into an executive session for discussion or consultation for legal advice with the attorney or attorneys of the public body regarding the notice of claim from Anella Wrye.

Vote results:

Ayes: 5 / Nays: 0

b. Town Code Review Chapter 5.16 Sexually Oriented Businesses:

Minutes:

ACTION: Motioned by Vice-Mayor Richard Davis, seconded by Councilor Donald Scott to enter back into regular schedule and enter back into executive session for discussion or consultation for legal advice with the attorney or attorneys of the public body to review and discuss Town Code Chapter 5.16

Vote results: Ayes:5 / Nays: 0

ACTION: Motioned by Vice-Mayor Richard Davis, seconded by Councilor Donald Scott to

enter back into regular session and direct staff as recommended in executive session.

Vote results:

Ayes: 5 / Nays: 0

c. Arizona Revised Statute § 11-1051 Immigration Laws:

Minutes:

ACTION: Motioned by Councilor Donald Scott, seconded by Councilor Douglas Henderson to enter into executive session for discussion and consultation for legal advice with the attorney or attorneys of the public body regarding roles and enforcement of ARS 11-1051.

Vote results: Ayes:5 / Nays:0

ACTION: Motioned by Vice-Mayor Richard Davis, seconded by Councilor Donald Scott to reconvene back into regular session and to direct staff and legal counsel as directed in executive session.

Vote results:

Ayes: 5 / Nays: 0

13. ADJOURNMENT:

Minutes:

ACTION: Motioned by Vice-Mayor Richard Davis, seconded by Councilor Donald Scott to adjourn.

DISCUSSION: None **Vote results:** Ayes: 5 / Nays: 0

Shelly Reidhead, Mayor

ATTEST:

Kelsi Miller, Town Clerk

I hereby certify that the foregoing is a true and copy of the minutes of the Springerville Town Council in a Special Meeting on _____. I further certify that the meeting was duly called and a quorum was present.

Dated this _____ day of _____, 2023

_____. Kelsi Miller, Town Clerk

Members of the public who only want to provide written comments can express their comments by emailing the Town Clerk at kmiller@springervilleaz.gov to be read or summarized during the call to the public. All comments must be submitted by 12:00 p.m. on the day of the meeting.

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.

Contact: Kelsi Miller, Town Clerk (kmiller@springervilleaz.gov (928) 333-2656 x 224) | Minutes published on
06/28/2023 at 9:50 AM



DRAFT

TOWN COUNCIL WORK SESSION

Minutes

Wednesday, June 21, 2023 at 4:30 pm

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:

Minutes:

Mayor Reidhead called the meeting to order and led the pledge of allegiance.

2. ROLL CALL:

Minutes:

Present: Shelly Reidhead, Mayor; Richard Davis, Vice-Mayor; Douglas Henderson, Councilor; Donald Scott, Councilor; Florencio Lozoya (telephonically), Councilor
Staff: Town Manager Tim Rasmussen, Town Clerk Kelsi Miller, Finance Director Heidi Wink, Airport Manager Sean Kienle, Museum Director Marcie Bafford, Community Services Director Robin Aguero, Public Works Director Steve Christensen, Public Works Admin Asst. Samantha Dillon

3. FY 2023/2024 BUDGET WORK SESSION:

Minutes:

Finance Director Heidi Wink led the initial discussions informing Council they will review the budget page by page and that they can stop her anytime for discussions and questions. The Schedule A was reviewed first including the total revenues and expenditures/expenses. Next, they reviewed the other schedules including the revenue sources and other financing sources. Heidi directed them to turn to page 11 to review the Capital Expenditure Projects (CIP). General fund CIP's include extra payments on the PSPRS unfunded liability in the amount of \$300,000.00, updating the Public Safety Building in the amount of \$200,000, repairs to Town Halls roof and electrical in the amount of \$30,000, inflatables for Fall Fest in the amount of \$6,000, and replacing the exterior doors of the museum in the amount of \$15,000. The CIP's for HURF were reviewed and is as follows; Wienma Bridge \$50,000, road paving projects \$200,000, CDBG Pima paving project in the amount of \$450,000, and contingency in the amount of \$25,000. The water CIP's

included WIFA Projects in the amount of \$560,000, ARPA Projects in the amount of \$200,000, radio meters for \$600,000, and contingency needing to be raised higher than \$30,000. The sewer CIP's included a jetter for \$118,000, a pickup truck (three-year lease, year one) for \$28,000, WIFA Projects, and contingency needing to be raised higher than \$30,000. The last CIP they reviewed was for the Community Center including a new roof for \$40,000 and a new HVAC unit for \$10,000. Next, they reviewed and discussed the fund expenditure budgets. Heidi explained what departments are included in the general fund. She also let Council know that the finance budget did increase because she is taking the financial software and making it cloud-based versus server based. They discussed not budgeting settlement fees this year, our WMF lawsuit isn't scheduled for trial this year. They reviewed and discussed the cost for magistrate services. The Planning and Zoning budget was reviewed, the Administration budget was reviewed, the Police Department budget was reviewed. Mayor Reidhead asked why masks were not budgeted for in the Police Department, Tim explained they believe they will be able to get a grant for them. Council reviewed the Animal Control budget and it was explained they hope to have a shared services agreement to present to the Council soon. Next, they reviewed the building maintenance budget. Heidi explained the budget has increased because they are moving the utilities for the different general funds in Town Hall to the building maintenance budget since they are all in the same building. Marcie and Heidi led the discussion of the heritage center budget with no questions from the Council. Tim and Steve reviewed with Council the mechanic shop and parks/cemetery budget. They explained they budgeted for electrical expansion at the park near the little league field. Sean led the discussion for the airport budget with no questions from Council. They covered the CIP projects for water and sewer earlier in the meeting but agreed to add \$20,000 to water and wastewater for repairs. Robin and Heidi went over the community center grants, and budget. Council reviewed the different funding sources and what programs the center is offering with the different funding. Council thanked Heidi for her hard work preparing the tentative budget. They had no further questions.

4. ADJOURNMENT:

Minutes:

ACTION: Motioned by Vice-Mayor Richard Davis, seconded by Councilor Donald Scott to adjourn the meeting at 5:46 p.m.

DISCUSSION: None **Vote results:** Ayes: 5 / Nays: 0

Shelly Reidhead, Mayor

ATTEST:

Kelsi Miller, Town Clerk

I hereby certify that the foregoing is a true and copy of the minutes of the Springerville Town Council in a Special Meeting on _____. I further certify that the meeting was duly called and a quorum was present.

Dated this _____ day of _____, 2023

_____. Kelsi Miller, Town Clerk

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.

Contact: Kelsi Miller, Town Clerk (kmiller@springervilleaz.gov (928) 333-2656 x 224) | Minutes published on 06/28/2023 at 10:13 AM



TOWN OF SPRINGERVILLE

"GATEWAY TO THE WHITE MOUNTAINS"

Council Meeting July 19, 2023

Check Register

06/14/23 thru 07/10/23 Accounts Payable Expenses	\$207,584.79
Pay Period End 06/17/23 & 07/01/23	\$172,975.16
Total Expensed Dollar Amount for Consent Agenda	\$380,559.95
Total Revenue Received 06/14/23 thru 07/10/23	\$471,218.43

Balances on all cash accounts as of July 10, 2023

Checking Account	\$7,056,496.77
LGIP Savings	\$3,661,868.96

Report Criteria:

Report type: GL detail

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
06/21/2023	100397	Rhinehart Oil Co. LLC	Mid Month 0423 - Admin	51.54- V	01-115-5011
06/21/2023	100397	Rhinehart Oil Co. LLC	Mid Month 0423 - PD	626.30- V	01-130-5011
06/21/2023	100397	Rhinehart Oil Co. LLC	Mid Month 0423 - AC	73.18- V	01-135-5011
06/21/2023	100397	Rhinehart Oil Co. LLC	Mid Month 0423 - Bldg Maint	101.11- V	01-145-5011
06/21/2023	100397	Rhinehart Oil Co. LLC	Mid Month 0423 - Shop	149.99- V	01-155-5011
06/21/2023	100397	Rhinehart Oil Co. LLC	Mid Month 0423 - Parks	163.56- V	01-160-5011
06/21/2023	100397	Rhinehart Oil Co. LLC	Mid Month 0423 - HURF	54.82- V	02-170-5011
06/21/2023	100397	Rhinehart Oil Co. LLC	Mid Month 0423 - Sewer	284.85- V	11-215-5011
06/21/2023	100397	Rhinehart Oil Co. LLC	Mid Month - SC NACOG Transportation 0423	63.00- V	13-225-5011
06/21/2023	100397	Rhinehart Oil Co. LLC	Mid Month - SC NACOG Home Delivery 04/23	63.00- V	15-235-5011
06/21/2023	100397	Rhinehart Oil Co. LLC	Mid Month - SC SPV Transportation 0423	63.00- V	42-365-5011
Total 100397:				1,694.35-	
06/14/2023	100590	Anthony Contreras	As-Built drawings for the Future RVPD PO#11772	250.00	01-130-5012
Total 100590:				250.00	
06/14/2023	100591	Ascent Aviation Group, Inc.	Wing Points - June 2023	36.86	04-180-5027
Total 100591:				36.86	
06/14/2023	100592	AZ Assoc Chief of Police	police Officer Aptitude Written Test X25 PO#11505	484.50	01-130-5019
Total 100592:				484.50	
06/14/2023	100593	FX Tactical, LLC	Ballistic Vest - Holmes PO#11868	1,048.56	01-130-5008
06/14/2023	100593	FX Tactical, LLC	Ballistic Vest - Amaya PO#11868	1,048.56	01-130-5008
Total 100593:				2,097.12	
06/14/2023	100594	Mohave Environmental Lab corp	Microbiological, Water analysis colilert 0623	428.75	10-210-5123
06/14/2023	100594	Mohave Environmental Lab corp	Fecal Coliform 0623	236.25	11-215-5123
Total 100594:				665.00	
06/14/2023	100595	Muth PLS, Daniel R	Easement PO#11941	534.08	10-210-5127

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
Total 100595:				534.08	
06/14/2023	100596	Perkins Precast	WIFA Manholes per quote PO#11639	54,150.00	11-215-5302
Total 100596:				54,150.00	
06/14/2023	100597	Precise Polygraph LLC	Polygraph for LEO - Lorraine Robles PO#11869	150.00	01-130-5012
Total 100597:				150.00	
06/14/2023	100598	Springerville Magistrate	FTG 3rd Qtr Dist. Passthrough PO#11949	64.95	01-000-2011
Total 100598:				64.95	
06/14/2023	100599	The Emblem Authority	RVPD Patches - Shoulder, badge, volunteer PO#11503	1,210.00	01-130-5008
Total 100599:				1,210.00	
06/14/2023	100600	The Tosca Law Firm PLC.	Legal Town Attorney Fees - May 2023	317.10	01-106-5138
Total 100600:				317.10	
06/14/2023	100601	North Country Healthcare	Refund Over payment Account #60645003	1,188.33	10-000-1012
06/14/2023	100601	North Country Healthcare	Refund Over payment Account #60645003	1,000.00	11-000-1012
Total 100601:				2,188.33	
06/14/2023	100602	Allen Douglas	Deposit refund Account never put in his name PO#11951	50.00	10-000-2025
06/14/2023	100602	Allen Douglas	Deposit refund Account never put in his name PO#11951	50.00	11-000-2025
Total 100602:				100.00	
06/14/2023	100603	Wilson Consultants LLC	DAD repairs and calibrations PO#11370	10,424.61	04-180-5071
Total 100603:				10,424.61	
06/21/2023	100604	Rhinehart Oil Co. LLC	Mid Month 0423 - Admin	51.54	01-115-5011
06/21/2023	100604	Rhinehart Oil Co. LLC	Mid Month 0423 - PD	626.30	01-130-5011
06/21/2023	100604	Rhinehart Oil Co. LLC	Mid Month 0423 - AC	73.18	01-135-5011
06/21/2023	100604	Rhinehart Oil Co. LLC	Mid Month 0423 - Bldg Maint	101.11	01-145-5011
06/21/2023	100604	Rhinehart Oil Co. LLC	Mid Month 0423 - Shop	149.99	01-155-5011

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
06/21/2023	100604	Rhinehart Oil Co. LLC	Mid Month 0423 - Parks	163.56	01-160-5011
06/21/2023	100604	Rhinehart Oil Co. LLC	Mid Month 0423 - HURF	54.82	02-170-5011
06/21/2023	100604	Rhinehart Oil Co. LLC	Mid Month 0423 - Sewer	284.85	11-215-5011
06/21/2023	100604	Rhinehart Oil Co. LLC	Mid Month - SC NACOG Transportation 0423	63.00	13-225-5011
06/21/2023	100604	Rhinehart Oil Co. LLC	Mid Month - SC NACOG Home Delivery 04/23	63.00	15-235-5011
06/21/2023	100604	Rhinehart Oil Co. LLC	Mid Month - SC SPV Transportation 0423	63.00	42-365-5011
Total 100604:				1,694.35	
06/22/2023	100608	Butch L. Gunnels	Magistrate Judge Services	461.54	01-110-5012
Total 100608:				461.54	
06/22/2023	100609	Aetna Life Insurance Company	June 2023 Premiums	2,558.69	01-000-2024
Total 100609:				2,558.69	
06/22/2023	100610	Aflac	June 2023 UY855	173.22	01-000-2024
Total 100610:				173.22	
06/22/2023	100611	AZ Dept of Corrections	Inmate Labor-Parks & Cemetery	36.75	01-160-5077
06/22/2023	100611	AZ Dept of Corrections	Inmate Labor - HURF	85.75	02-170-5077
06/22/2023	100611	AZ Dept of Corrections	Inmate Labor - Water	49.00	10-210-5077
06/22/2023	100611	AZ Dept of Corrections	Inmate Labor - Sewer	36.75	11-215-5077
06/22/2023	100611	AZ Dept of Corrections	Inmate Labor - Senior Center	36.75	22-270-5077
Total 100611:				245.00	
06/22/2023	100612	Frontier	Phone Services - Card Reader - Airport	92.30	04-180-5016
Total 100612:				92.30	
06/22/2023	100613	Future Tire	Set of Tires #108 - PD PO#11486	783.36	01-130-5024
Total 100613:				783.36	
06/22/2023	100614	James/Sandy Jacobs	Refund of Water meter PO#12009	600.00	10-000-4105
06/22/2023	100614	James/Sandy Jacobs	Refund of Water Deposit PO#12009	50.00	10-000-2025
Total 100614:				650.00	

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
06/22/2023	100615	Jarmco Concrete	Backfill on Main St PO#11943	2,007.44	02-170-5080
Total 100615:				2,007.44	
06/22/2023	100616	Navopache Electric co-op Inc.	Electricity - Admin	322.86	01-115-5021
06/22/2023	100616	Navopache Electric co-op Inc.	Electricity - Finance	25.92	01-120-5021
06/22/2023	100616	Navopache Electric co-op Inc.	Electricity - Planning & Zoning/CD	17.28	01-125-5021
06/22/2023	100616	Navopache Electric co-op Inc.	Electricity - Police	559.74	01-130-5021
06/22/2023	100616	Navopache Electric co-op Inc.	Electricity - Animal Control	58.36	01-135-5021
06/22/2023	100616	Navopache Electric co-op Inc.	Electricity - Herilage Center	384.39	01-150-5021
06/22/2023	100616	Navopache Electric co-op Inc.	Electricity - Mechanic Shop	234.59	01-155-5021
06/22/2023	100616	Navopache Electric co-op Inc.	Electricity - Parks & Cemetary	820.06	01-160-5021
06/22/2023	100616	Navopache Electric co-op Inc.	Electricity - HURF	2,914.28	02-170-5021
06/22/2023	100616	Navopache Electric co-op Inc.	Electricity - Airport	1,086.93	04-180-5021
06/22/2023	100616	Navopache Electric co-op Inc.	Electricity - Water	5,388.75	10-210-5021
06/22/2023	100616	Navopache Electric co-op Inc.	Electricity - Sewer	3,340.15	11-215-5021
06/22/2023	100616	Navopache Electric co-op Inc.	Electricity - ToE Senior Center	625.02	22-270-5021
Total 100616:				15,778.33	
06/22/2023	100617	Perkins Aggregates, Inc	Hot mix Main Street PO#11944	658.80	02-170-5080
Total 100617:				658.80	
06/22/2023	100618	Perkins Cinders	WIFA NW Sewer Materials PO#11957	1,340.99	11-215-5302
06/22/2023	100618	Perkins Cinders	WIFA NW Sewer Materials PO#11957	1,947.68	11-215-5302
06/22/2023	100618	Perkins Cinders	WIFA NW Sewer Materials PO#11957	1,286.46	11-215-5302
Total 100618:				4,575.13	
06/22/2023	100619	Pitney Bowes Purchase Power	Postage June - Finance	17.57	01-120-5010
06/22/2023	100619	Pitney Bowes Purchase Power	Postage June - Planning & Zoning	104.31	01-125-5010
06/22/2023	100619	Pitney Bowes Purchase Power	Postage June - Police	9.66	01-130-5010
06/22/2023	100619	Pitney Bowes Purchase Power	Postage June - Heritage	21.07	01-150-5010
06/22/2023	100619	Pitney Bowes Purchase Power	Postage June - Water	190.02	10-210-5010
06/22/2023	100619	Pitney Bowes Purchase Power	Postage June - Sewer	161.37	11-215-5010
Total 100619:				504.00	
06/22/2023	100620	Quill	Keyboard and Mouse PO#11952	65.11	01-120-5058
06/22/2023	100620	Quill	Tape, Folders, Env Sealer PO#11952	313.80	01-120-5009

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
Total 100620:				378.91	
06/22/2023	100621	Rhinehart Oil Co. LLC	Mid Month 0623 - Admin	49.84	01-115-5011
06/22/2023	100621	Rhinehart Oil Co. LLC	Mid Month 0623 - Police	1,130.62	01-130-5011
06/22/2023	100621	Rhinehart Oil Co. LLC	Mid Month 0623 - Animal Control	176.24	01-135-5011
06/22/2023	100621	Rhinehart Oil Co. LLC	Mid Month 0623 - Building Maint	101.47	01-145-5011
06/22/2023	100621	Rhinehart Oil Co. LLC	Mid Month 0623 - Mech Shop	181.34	01-155-5011
06/22/2023	100621	Rhinehart Oil Co. LLC	Mid Month 0623 - Parks & Cemetery	215.46	01-160-5011
06/22/2023	100621	Rhinehart Oil Co. LLC	Mid Month 0623 - HURF	170.28	02-170-5011
06/22/2023	100621	Rhinehart Oil Co. LLC	Mid Month 0623 - Airport	18.31	04-180-5011
06/22/2023	100621	Rhinehart Oil Co. LLC	Mid Month 0623 - Water	82.54	10-210-5011
06/22/2023	100621	Rhinehart Oil Co. LLC	Mid Month 0623 - Sewer	111.13	11-215-5011
06/22/2023	100621	Rhinehart Oil Co. LLC	Mid Month 0623 - SC NACOG Transportation	51.50	13-225-5011
06/22/2023	100621	Rhinehart Oil Co. LLC	Mid Month 0623 - SC NACOG Home Delivery	51.50	15-235-5011
06/22/2023	100621	Rhinehart Oil Co. LLC	Mid Month 0623 - SC SPV Transportation	51.50	42-365-5011
Total 100621:				2,391.73	
06/22/2023	100622	Shamrock Foods Co	General Food PO#11820	710.14	19-255-5060
06/22/2023	100622	Shamrock Foods Co	General Non- Food PO#11820	89.96	15-235-5089
06/22/2023	100622	Shamrock Foods Co	General Food PO#11824	629.55	19-255-5060
Total 100622:				1,429.65	
06/22/2023	100623	The Rigg Law Firm PLLC	Prosecution Fees - May 2023 PO#11873	1,755.00	01-106-5068
Total 100623:				1,755.00	
06/22/2023	100624	Tieman, James	Reimbursement for Ace Hardware Purchase	14.16	01-130-5073
Total 100624:				14.16	
06/22/2023	100625	Town of Eagar	Magistrate Office Supplies PO#12010	88.72	01-115-5048
06/22/2023	100625	Town of Eagar	4th of July Parade Prize Money	150.00	01-105-5020
Total 100625:				238.72	
06/22/2023	100626	United Food Bank	General Food PO#11822	16.15	19-255-5060
Total 100626:				16.15	

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
06/22/2023	100627	Ethan Belone	Water Meter Install Refund Downsized PO#12006	873.00	10-000-2025
Total 100627:				873.00	
06/22/2023	100628	William Lucas	Credit Refund on Fial Bill PO#12007	26.70	01-000-1012
Total 100628:				26.70	
06/22/2023	100629	White Mountain Publishing LLC	5/5 Accounting Assistant PO#11984	134.40	01-120-5019
06/22/2023	100629	White Mountain Publishing LLC	5/9 PW Admin Assistant PO#11984	134.40	02-170-5019
06/22/2023	100629	White Mountain Publishing LLC	5/12 Accounting Assistant PO#11984	79.23	01-120-5019
06/22/2023	100629	White Mountain Publishing LLC	5/12 PW Admin Assistant PO#11984	79.23	02-170-5019
06/22/2023	100629	White Mountain Publishing LLC	5/16 P&Z Director PO#11984	134.40	01-125-5019
06/22/2023	100629	White Mountain Publishing LLC	5/19 P&Z Director PO#11984	79.23	01-125-5019
06/22/2023	100629	White Mountain Publishing LLC	5/23 P&Z Director PO#11984	79.23	01-125-5019
06/22/2023	100629	White Mountain Publishing LLC	5/26 RFQ Admin Assistant PO#11984	100.80	01-115-5019
Total 100629:				820.92	
06/22/2023	100630	Xerox Financial Services	Contract 020-0977404-001 5/30 - 6/29 Copies	17.48	01-130-5019
Total 100630:				17.48	
06/27/2023	100631	Ford Motor Credit Company LLC	Ford F-250 Lease Pmt	5,039.19	11-215-5093
Total 100631:				5,039.19	
06/29/2023	100632	Albertsons / Safeway	General Food PO#11811	30.21	19-255-5060
06/29/2023	100632	Albertsons / Safeway	General Food PO#11815	42.58	19-255-5060
06/29/2023	100632	Albertsons / Safeway	AZ Food Bank Grant PO#11817	94.56	16-240-5060
06/29/2023	100632	Albertsons / Safeway	General Food PO#11815	149.73	19-255-5060
06/29/2023	100632	Albertsons / Safeway	General Food PO#11819	26.13	19-255-5060
06/29/2023	100632	Albertsons / Safeway	General Food PO#11821	36.32	19-255-5060
06/29/2023	100632	Albertsons / Safeway	General Food PO#11821	29.75	19-255-5060
06/29/2023	100632	Albertsons / Safeway	General Food PO#11825	5.71	19-255-5060
06/29/2023	100632	Albertsons / Safeway	General Food PO#11825	108.46	19-255-5060
06/29/2023	100632	Albertsons / Safeway	General Food PO#11825	5.71	19-255-5060
06/29/2023	100632	Albertsons / Safeway	General Food PO#11825	26.44	19-255-5060
06/29/2023	100632	Albertsons / Safeway	General Food PO#11986	16.22	19-255-5060
Total 100632:				571.82	

Check Issue Date	Check Number	Payee	Description	Amount	Invoice Gl. Account
06/29/2023	100633	Arizona Law Enforcement Radar Technology	Repair & Certification (yearly) 2023	1,482.71	01-130-5061
06/29/2023	100633	Arizona Law Enforcement Radar Technology	Repair & Certification (yearly) 2023 - Eagar PO	961.63	01-130-5061
Total 100633:				2,444.34	
06/29/2023	100634	AZ Dept of Corrections	Inmate Labor-Parks & Cemetery	29.25	01-160-5077
06/29/2023	100634	AZ Dept of Corrections	Inmate Labor - HURF	68.25	02-170-5077
06/29/2023	100634	AZ Dept of Corrections	Inmate Labor - Water	39.00	10-210-5077
06/29/2023	100634	AZ Dept of Corrections	Inmate Labor - Sewer	29.25	11-215-5077
06/29/2023	100634	AZ Dept of Corrections	Inmate Labor - Senior Center	29.25	22-270-5077
Total 100634:				195.00	
06/29/2023	100635	Sean Wilson, M.D.	CDL Physical - T. Mohning	100.00	02-170-5134
Total 100635:				100.00	
06/29/2023	100636	Brown & Brown Law Offices	Legal Water Adjudication May 2023	8,796.18	10-210-5033
06/29/2023	100636	Brown & Brown Law Offices	Partial Filing Statement PO#11781	1,215.00	10-210-5012
Total 100636:				10,011.18	
06/29/2023	100637	Dana Kepner Company	12X 3/4" Water Meters PO#11937	973.79	10-210-5126
Total 100637:				973.79	
06/29/2023	100638	Engineering Mapping Solutions	Annual GIS Work CD PO#11079	720.00	01-125-5037
06/29/2023	100638	Engineering Mapping Solutions	Annual GIS Work Admin PO#11079	570.00	01-115-5037
06/29/2023	100638	Engineering Mapping Solutions	Annual GIS Work HURF PO#11079	570.00	02-170-5037
06/29/2023	100638	Engineering Mapping Solutions	Annual GIS Work Water PO#11079	570.00	10-210-5037
06/29/2023	100638	Engineering Mapping Solutions	Annual GIS Work Sewer PO#11079	570.00	11-215-5037
Total 100638:				3,000.00	
06/29/2023	100639	FLEXIM AMERICAS Corp.	Sewer Flow Meter PO#11881	5,336.19	11-215-5071
Total 100639:				5,336.19	
06/29/2023	100640	Future Tire	Set of Tires PD Unit 112 PO#11499	851.27	01-130-5024
Total 100640:				851.27	

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
06/29/2023	100641	GreatAmerica Financial Svcs	SC Lanier lease principal 015-1449186-000	113.19	16-240-5093
06/29/2023	100641	GreatAmerica Financial Svcs	SC Lanier lease interest 015-1449186-000	10.30	16-240-5094
06/29/2023	100641	GreatAmerica Financial Svcs	Town Lanier lease principle 015-1446074-000	403.13	01-115-5093
06/29/2023	100641	GreatAmerica Financial Svcs	Town Lanier lease interest 015-1446074-000	36.70	01-115-5094
06/29/2023	100641	GreatAmerica Financial Svcs	Color Copies - Admin	39.02	01-115-5019
06/29/2023	100641	GreatAmerica Financial Svcs	Color Copies - Finance	26.54	01-120-5019
06/29/2023	100641	GreatAmerica Financial Svcs	Color Copies - P&Z	29.64	01-125-5019
06/29/2023	100641	GreatAmerica Financial Svcs	Color Copies - HC	60.87	01-150-5019
Total 100641:				719.39	
06/29/2023	100642	Hatch Construction and Paving	12.7 tons Cold Mix PO#11954	1,361.73	02-170-5080
Total 100642:				1,361.73	
06/29/2023	100643	Mohave Environmental Lab corp	Monitoring Well 06/13/23	375.00	10-210-5123
06/29/2023	100643	Mohave Environmental Lab corp	Effluent Outfall 06/13/23	175.00	11-215-5123
Total 100643:				550.00	
06/29/2023	100644	NBA Bank Card Center	KM 7946 Zoom Monthly Payment PO#11945	15.99	01-115-5027
06/29/2023	100644	NBA Bank Card Center	KM 7946 AMCA Conf Reg PO#11945	185.00	01-115-5017
06/29/2023	100644	NBA Bank Card Center	RA 7895 Davis Hardware PO#11812	40.36	16-240-5030
06/29/2023	100644	NBA Bank Card Center	RA 7895 Dollar General PO#11812	29.46	16-240-5030
06/29/2023	100644	NBA Bank Card Center	RA 7895 Oriental Trading PO#11812	161.33	16-240-5030
06/29/2023	100644	NBA Bank Card Center	RA 7895 Dollar Tree PO#11814	88.92	16-240-5030
06/29/2023	100644	NBA Bank Card Center	RA 7895 Lowes PO#11813	326.85	16-240-5062
06/29/2023	100644	NBA Bank Card Center	RA 7895 Dollar Tree PO#11823	32.26	19-255-5060
06/29/2023	100644	NBA Bank Card Center	MB 9874 Amazon - OPEN sign PO#11879	390.06	01-150-5009
06/29/2023	100644	NBA Bank Card Center	SC 8766 Casino Del Sol Rural Water Conf PO#11828	178.24	10-210-5017
06/29/2023	100644	NBA Bank Card Center	SC 8766 Casino Del Sol Rural Water Conf PO#11828	178.24	10-210-5017
06/29/2023	100644	NBA Bank Card Center	SC 8766 Casino Del Sol Rural Water Conf PO#11828	178.24	10-210-5017
06/29/2023	100644	NBA Bank Card Center	SC 8766 CREDIT - Casino Del Sol Rural Water Conf PO#11828	178.24	10-210-5017
06/29/2023	100644	NBA Bank Card Center	SC 8766 Casino Del Sol Rural Water Conf PO#11828	534.72	10-210-5017
06/29/2023	100644	NBA Bank Card Center	SC 8766 Casino Del Sol Rural Water Conf PO#11828	534.72	10-210-5017
06/29/2023	100644	NBA Bank Card Center	TR 0309 TrailRiders PO#11768	84.26	01-115-5020
06/29/2023	100644	NBA Bank Card Center	TR 0309 Simply Stamps PO#11771	61.96	01-125-5009
06/29/2023	100644	NBA Bank Card Center	TofS 3562 Mariott Tucson PO#11946	585.54	01-105-5017
06/29/2023	100644	NBA Bank Card Center	TofS 3562 Mariott Tucson PO#11946	585.54	01-105-5017
06/29/2023	100644	NBA Bank Card Center	TofS 3562 Casino Del Sol Rural Water Conf PO#11828	712.96	10-210-5017
06/29/2023	100644	NBA Bank Card Center	TofS 3562 Leagur od AZ Cities PO#11946	325.00	01-105-5017
06/29/2023	100644	NBA Bank Card Center	TofS 3562 Leagur od AZ Cities PO#11946	325.00	01-105-5017

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06/29/2023	100644	NBA Bank Card Center	PD2 8420 Lowes PO#11850	1,026.92	01-130-5064
06/29/2023	100644	NBA Bank Card Center	PD2 8420 4 Imprint PO#11507	192.67	01-130-5020
06/29/2023	100644	NBA Bank Card Center	SK 0003 Gammon Tecncial PO#11373	409.08	04-180-5061
06/29/2023	100644	NBA Bank Card Center	SK 0003 Safeway PO#11378	41.16	04-180-5030
Total 100644:				7,046.24	
06/29/2023	100645	Roberts, Mark	1/2 at completion Liberty Park Sign PO#11769	950.00	01-160-5030
Total 100645:				950.00	
06/29/2023	100646	Town of Eagar	1/2 NPC Electric June 2023	112.14	01-115-5048
Total 100646:				112.14	
06/29/2023	100647	Treasure Chest Books	Books for gift shop PO#11758	111.43	01-150-5076
Total 100647:				111.43	
06/29/2023	100648	United Rentals (North America), Inc	WIFA - NW Sewer - Walk Behind Roller PO#12012	3,552.74	11-215-5302
Total 100648:				3,552.74	
06/29/2023	100649	USA Blue Book	Waste Water Testing Kit PO#11956	136.54	11-215-5123
Total 100649:				136.54	
06/29/2023	100650	Karlene Ochoa	Deposit refund / Final Billed PO#12013	27.94	11-000-2025
Total 100650:				27.94	
06/29/2023	100651	Valley Imaging Solutions	Senior Center Cont #CN041-01 base rate 5/24 to 6/23/2023	34.78	16-240-5061
Total 100651:				34.78	
06/29/2023	100652	Veritas Polygraphy & Investigations, LLC	Pre-Employment Polygraph - B. Harrison PO#11860	300.00	01-130-5012
Total 100652:				300.00	
06/29/2023	100653	WMRMC	Medical Clearance- C. Carroll	75.00	01-130-5134
06/29/2023	100653	WMRMC	Medical Clearance- R. Yazzie	75.00	01-130-5134
06/29/2023	100653	WMRMC	Medical Clearance- D. Kimball	75.00	01-130-5134

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
06/29/2023	100653	WMRMC	Medical Clearance- P. Sumpter	75.00	01-130-5134
06/29/2023	100653	WMRMC	Medical Clearance- J. Faalojo	75.00	01-130-5134
06/29/2023	100653	WMRMC	Medical Clearance- K. Martineau	75.00	01-130-5134
06/29/2023	100653	WMRMC	Medical Clearance- C. Yazzie	75.00	01-130-5134
06/29/2023	100653	WMRMC	Medical Clearance- B. Brown	75.00	01-130-5134
06/29/2023	100653	WMRMC	Lab Officer I. Amaya 6/10/23	172.94	01-130-5134
Total 100653:				772.94	
07/10/2023	100654	Allegra	20X Town Decals PO#11960	312.87	02-170-5024
07/10/2023	100654	Allegra	20X Town Decals PO#11960	312.87- V	02-170-5024
Total 100654:				.00	
07/10/2023	100655	Archive Social	Archiving of Social Media Acct: TOS	698.00	01-115-5012
07/10/2023	100655	Archive Social	Archiving of Social Media Acct: PD	698.00	01-130-5012
07/10/2023	100655	Archive Social	Archiving of Social Media Acct: HC/CASA	1,408.00	01-150-5012
07/10/2023	100655	Archive Social	Archiving of Social Media Acct: AP	698.00	04-180-5012
07/10/2023	100655	Archive Social	Archiving of Social Media Acct: SC	698.00	16-240-5012
07/10/2023	100655	Archive Social	Archiving of Social Media Acct: TOS	698.00- V	01-115-5012
07/10/2023	100655	Archive Social	Archiving of Social Media Acct: PD	698.00- V	01-130-5012
07/10/2023	100655	Archive Social	Archiving of Social Media Acct: HC/CASA	1,408.00- V	01-150-5012
07/10/2023	100655	Archive Social	Archiving of Social Media Acct: AP	698.00- V	04-180-5012
07/10/2023	100655	Archive Social	Archiving of Social Media Acct: SC	698.00- V	16-240-5012
Total 100655:				.00	
07/10/2023	100656	Ascent Aviation Group, Inc.	Equipment Rental - July 2023	350.00	04-180-5023
07/10/2023	100656	Ascent Aviation Group, Inc.	Equipment Rental - July 2023	350.00- V	04-180-5023
Total 100656:				.00	
07/10/2023	100657	Bashas	AZ FOOD BANK GRANT General Food PO#11816	1,101.75	16-240-5060
07/10/2023	100657	Bashas	AZ FOOD BANK GRANT General Food PO#11818	493.16	16-240-5060
07/10/2023	100657	Bashas	AZ FOOD BANK GRANT General Food PO#11818	235.66	16-240-5060
07/10/2023	100657	Bashas	AZ FOOD BANK GRANT General Food PO#11816	1,101.75- V	16-240-5060
07/10/2023	100657	Bashas	AZ FOOD BANK GRANT General Food PO#11818	493.16- V	16-240-5060
07/10/2023	100657	Bashas	AZ FOOD BANK GRANT General Food PO#11818	235.66- V	16-240-5060
Total 100657:				.00	
07/10/2023	100658	Blue Hills Env Assn Inc.	July 2023 Services - AC	28.00	01-135-5018

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07/10/2023	100658	Blue Hills Env Assn Inc.	July 2023 Services - PARKS	54.00	01-160-5018
07/10/2023	100658	Blue Hills Env Assn Inc.	July 2023 Services - HURF	44.00	02-170-5018
07/10/2023	100658	Blue Hills Env Assn Inc.	July 2023 Services - AP	55.00	04-180-5018
07/10/2023	100658	Blue Hills Env Assn Inc.	July 2023 Services - WATER	44.00	10-210-5018
07/10/2023	100658	Blue Hills Env Assn Inc.	July 2023 Services - SEWER	55.00	11-215-5018
07/10/2023	100658	Blue Hills Env Assn Inc.	July 2023 Services - SC	55.00	22-270-5018
07/10/2023	100658	Blue Hills Env Assn Inc.	July 2023 Services - Bldg Maint	150.98	01-145-5018
07/10/2023	100658	Blue Hills Env Assn Inc.	July 2023 Services - AC	28.00- V	01-135-5018
07/10/2023	100658	Blue Hills Env Assn Inc.	July 2023 Services - PARKS	54.00- V	01-160-5018
07/10/2023	100658	Blue Hills Env Assn Inc.	July 2023 Services - HURF	44.00- V	02-170-5018
07/10/2023	100658	Blue Hills Env Assn Inc.	July 2023 Services - AP	55.00- V	04-180-5018
07/10/2023	100658	Blue Hills Env Assn Inc.	July 2023 Services - WATER	44.00- V	10-210-5018
07/10/2023	100658	Blue Hills Env Assn Inc.	July 2023 Services - SEWER	55.00- V	11-215-5018
07/10/2023	100658	Blue Hills Env Assn Inc.	July 2023 Services - SC	55.00- V	22-270-5018
07/10/2023	100658	Blue Hills Env Assn Inc.	July 2023 Services - Bldg Maint	150.98- V	01-145-5018
Total 100658:				.00	
07/10/2023	100659	Butch L. Gunnels	Magistrate Judge Services	461.54	01-110-5012
07/10/2023	100659	Butch L. Gunnels	Magistrate Judge Services	461.54- V	01-110-5012
Total 100659:				.00	
07/10/2023	100660	Caselle, Inc	Annual Support & Maint FY 23-24 - Admin	2,465.85	01-115-5014
07/10/2023	100660	Caselle, Inc	Annual Support & Maint FY 23-24 - Finance	5,753.65	01-120-5014
07/10/2023	100660	Caselle, Inc	Annual Support & Maint FY 23-24 - Cemetery	1,643.90	01-160-5014
07/10/2023	100660	Caselle, Inc	Annual Support & Maint FY 23-24 - Water	3,287.80	10-210-5014
07/10/2023	100660	Caselle, Inc	Annual Support & Maint FY 23-24 - Sewer	3,287.80	11-215-5014
07/10/2023	100660	Caselle, Inc	Annual Support & Maint FY 23-24 - Admin	2,465.85- V	01-115-5014
07/10/2023	100660	Caselle, Inc	Annual Support & Maint FY 23-24 - Finance	5,753.65- V	01-120-5014
07/10/2023	100660	Caselle, Inc	Annual Support & Maint FY 23-24 - Cemetery	1,643.90- V	01-160-5014
07/10/2023	100660	Caselle, Inc	Annual Support & Maint FY 23-24 - Water	3,287.80- V	10-210-5014
07/10/2023	100660	Caselle, Inc	Annual Support & Maint FY 23-24 - Sewer	3,287.80- V	11-215-5014
Total 100660:				.00	
07/10/2023	100661	Davis Hardware	Paint Supplies PO#11885	11.53	04-180-5062
07/10/2023	100661	Davis Hardware	Well House Fencing Wilkins Well PO#11958	652.80	10-210-5062
07/10/2023	100661	Davis Hardware	Extra Vehicle Key PD PO#11859	5.01	01-130-5011
07/10/2023	100661	Davis Hardware	Discount June 23 Statement	61.36-	10-210-5062
07/10/2023	100661	Davis Hardware	Paint Supplies PO#11885	11.53- V	04-180-5062
07/10/2023	100661	Davis Hardware	Well House Fencing Wilkins Well PO#11958	652.80- V	10-210-5062

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
07/10/2023	100661	Davis Hardware	Extra Vehicle Key PD PO#11859	5.01- V	01-130-5011
07/10/2023	100661	Davis Hardware	Discount June 23 Statement	61.36 V	10-210-5062
Total 100661:				.00	
07/10/2023	100662	Dayson Merrill	Per Diem AACOP Summit PO#11508	65.00	01-130-5017
07/10/2023	100662	Dayson Merrill	GOHS LE Conference- Per Diem PO#11856	75.00	01-130-5017
07/10/2023	100662	Dayson Merrill	Per Diem AACOP Summit PO#11508	65.00- V	01-130-5017
07/10/2023	100662	Dayson Merrill	GOHS LE Conference- Per Diem PO#11856	75.00- V	01-130-5017
Total 100662:				.00	
07/10/2023	100663	Emily Muth	Contract Services - Admin	800.00	01-115-5014
07/10/2023	100663	Emily Muth	Contract Services - Admin	800.00- V	01-115-5014
Total 100663:				.00	
07/10/2023	100664	Carol Sletten	1 card PO# 12043	2.80	01-000-2006
07/10/2023	100664	Carol Sletten	1 card PO# 12043	2.80- V	01-000-2006
Total 100664:				.00	
07/10/2023	100665	James R. Terrell	1 card Set PO#12044	17.50	01-000-2006
07/10/2023	100665	James R. Terrell	1 card Set PO#12044	17.50- V	01-000-2006
Total 100665:				.00	
07/10/2023	100666	David, Verna	Red Hoop Earrings PO#12042	21.00	01-000-2006
07/10/2023	100666	David, Verna	White Bead Necklace & Kachina PO#12042	132.00	01-000-2006
07/10/2023	100666	David, Verna	Red Hoop Earrings PO#12042	21.00- V	01-000-2006
07/10/2023	100666	David, Verna	White Bead Necklace & Kachina PO#12042	132.00- V	01-000-2006
Total 100666:				.00	
07/10/2023	100667	Rusty Childress	Float Mount Luna Lake PO#12041	174.30	01-000-2006
07/10/2023	100667	Rusty Childress	2 Small Prints	25.00	01-000-2006
07/10/2023	100667	Rusty Childress	Float Mount Luna Lake PO#12041	174.30- V	01-000-2006
07/10/2023	100667	Rusty Childress	2 Small Prints	25.00- V	01-000-2006
Total 100667:				.00	
07/10/2023	100668	Holmes, Bryan	per Diem GOHS Conference PO #11854	75.00	01-130-5017

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
07/10/2023	100668	Holmes, Bryan	per Diem GOHS Conference PO #11854	75.00- V	01-130-5017
Total 100668:				.00	
07/10/2023	100669	Icon Solutions	Water Dist. Operator of Record- R. Whiting PO#12051	2,000.00	10-210-5012
07/10/2023	100669	Icon Solutions	Water Dist. Operator of Record- R. Whiting PO#12051	2,000.00- V	10-210-5012
Total 100669:				.00	
07/10/2023	100670	League of AZ Cities & Towns	Annual dues FY23/24 PO #11985	5,478.00	01-105-5025
07/10/2023	100670	League of AZ Cities & Towns	Annual dues FY23/24 PO #11985	5,478.00- V	01-105-5025
Total 100670:				.00	
07/10/2023	100671	Mangum, Wall, Stoops and Warden, PLLC	Legal Town Attorney Fees June 2023	4,942.56	01-106-5138
07/10/2023	100671	Mangum, Wall, Stoops and Warden, PLLC	Legal Town Attorney Fees June 2023	4,942.56- V	01-106-5138
Total 100671:				.00	
07/10/2023	100672	Napa Auto Parts	Vehicle Maint #51 Chevy	55.90	02-170-5024
07/10/2023	100672	Napa Auto Parts	Vehicle Maint #53 Chevy	81.08	02-170-5024
07/10/2023	100672	Napa Auto Parts	Vehicle Maint #50 F150	147.03	02-170-5024
07/10/2023	100672	Napa Auto Parts	Vehicle Maint #51 Chevy	55.90- V	02-170-5024
07/10/2023	100672	Napa Auto Parts	Vehicle Maint #53 Chevy	81.08- V	02-170-5024
07/10/2023	100672	Napa Auto Parts	Vehicle Maint #50 F150	147.03- V	02-170-5024
Total 100672:				.00	
07/10/2023	100673	Power DMS, Inc	Power DMS 23-24 Contract Mgmt Software PO#11504	5,223.58	01-130-5027
07/10/2023	100673	Power DMS, Inc	Power DMS 23-24 Contract Mgmt Software PO#11504	5,223.58- V	01-130-5027
Total 100673:				.00	
07/10/2023	100674	Rhinehart Oil Co. LLC	End of Month 0623 - Admin	38.71	01-115-5011
07/10/2023	100674	Rhinehart Oil Co. LLC	End of Month 0623 - PD	734.19	01-130-5011
07/10/2023	100674	Rhinehart Oil Co. LLC	End of Month 0623 - AC	176.87	01-135-5011
07/10/2023	100674	Rhinehart Oil Co. LLC	End of Month 0623 - Parks	104.60	01-160-5011
07/10/2023	100674	Rhinehart Oil Co. LLC	End of Month 0623 - HURF	122.39	02-170-5011
07/10/2023	100674	Rhinehart Oil Co. LLC	End of Month 0623 - Water	54.61	10-210-5011
07/10/2023	100674	Rhinehart Oil Co. LLC	End of Month 0623 - Sewer	269.93	11-215-5011
07/10/2023	100674	Rhinehart Oil Co. LLC	End of Month 0623 - NACOG Transportation	25.56	13-225-5011
07/10/2023	100674	Rhinehart Oil Co. LLC	End of Month 0623 - NACOG Home Delivery	25.56	15-235-5011

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
07/10/2023	100674	Rhinehart Oil Co. LLC	End of Month 0623 - SC Sprvl Transportation	25.56	42-365-5011
07/10/2023	100674	Rhinehart Oil Co. LLC	End of Month 0623 - Admin	38.71- V	01-115-5011
07/10/2023	100674	Rhinehart Oil Co. LLC	End of Month 0623 - PD	734.19- V	01-130-5011
07/10/2023	100674	Rhinehart Oil Co. LLC	End of Month 0623 - AC	176.87- V	01-135-5011
07/10/2023	100674	Rhinehart Oil Co. LLC	End of Month 0623 - Parks	104.60- V	01-160-5011
07/10/2023	100674	Rhinehart Oil Co. LLC	End of Month 0623 - HURF	122.39- V	02-170-5011
07/10/2023	100674	Rhinehart Oil Co. LLC	End of Month 0623 - Water	54.61- V	10-210-5011
07/10/2023	100674	Rhinehart Oil Co. LLC	End of Month 0623 - Sewer	269.93- V	11-215-5011
07/10/2023	100674	Rhinehart Oil Co. LLC	End of Month 0623 - NACOG Transportation	25.56- V	13-225-5011
07/10/2023	100674	Rhinehart Oil Co. LLC	End of Month 0623 - NACOG Home Delivery	25.56- V	15-235-5011
07/10/2023	100674	Rhinehart Oil Co. LLC	End of Month 0623 - SC Sprvl Transportation	25.56- V	42-365-5011
Total 100674:				.00	
07/10/2023	100675	Shane Bevington	Per Diem GOHS Conference PO #11855	75.00	01-130-5017
07/10/2023	100675	Shane Bevington	Per Diem GOHS Conference PO #11855	75.00- V	01-130-5017
Total 100675:				.00	
07/10/2023	100676	Sierra Propane	Propane Allocation - Senior Center	271.11	16-240-5022
07/10/2023	100676	Sierra Propane	Propane Allocation - Senior Center	271.11- V	16-240-5022
Total 100676:				.00	
07/10/2023	100677	Springerville- Eagar Chamber	FY 23-24 Annual Membership	465.00	01-105-5025
07/10/2023	100677	Springerville- Eagar Chamber	FY 23-24 Annual Membership	465.00- V	01-105-5025
Total 100677:				.00	
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - Admin	64.80	01-115-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - Finance	51.94	01-120-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - Police	159.14	01-130-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - AC	25.54	01-135-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - Bldg Maint	18.59	01-145-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - HC	28.24	01-150-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - Shop	8.73	01-155-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - Parks	17.04	01-160-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - HURF	67.63	02-170-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - SC	32.40	03-175-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - AP	32.40	04-180-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - Water	66.68	10-210-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - Sewer	63.05	11-215-5004

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - UofA SNAP Grant	21.65	55-430-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - Admin	64.80- V	01-115-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - Finance	51.94- V	01-120-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - Police	159.14- V	01-130-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - AC	25.54- V	01-135-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - Bldg Maint	18.59- V	01-145-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - HC	28.24- V	01-150-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - Shop	8.73- V	01-155-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - Parks	17.04- V	01-160-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - HURF	67.63- V	02-170-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - SC	32.40- V	03-175-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - AP	32.40- V	04-180-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - Water	66.68- V	10-210-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - Sewer	63.05- V	11-215-5004
07/10/2023	100678	Standard Insurance Co, RA	Premium July 2023 - UofA SNAP Grant	21.65- V	55-430-5004
Total 100678:				.00	
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - M&C	59.95	01-105-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - Admin	35.97	01-115-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - Finance	23.98	01-120-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - P&Z	11.98	01-125-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - PD	155.88	01-130-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - AC	11.99	01-135-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - Bldg Maint	11.99	01-145-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - HC	35.97	01-150-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - Parks	11.99	01-160-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - HURF	59.95	02-170-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - SC	47.96	03-175-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - AP	11.99	04-180-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - Water	23.98	10-210-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - Sewer	23.98	11-215-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - M&C	59.95- V	01-105-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - Admin	35.97- V	01-115-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - Finance	23.98- V	01-120-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - P&Z	11.98- V	01-125-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - PD	155.88- V	01-130-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - AC	11.99- V	01-135-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - Bldg Maint	11.99- V	01-145-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - HC	35.97- V	01-150-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - Parks	11.99- V	01-160-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - HURF	59.95- V	02-170-5027

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - SC	47.96- V	03-175-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - AP	11.99- V	04-180-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - Water	23.98- V	10-210-5027
07/10/2023	100679	Trusted Tech Team Inc	MS365 Lic JULY 2023 - Sewer	23.98- V	11-215-5027
Total 100679:				.00	
07/10/2023	100680	Valley Auto Parts	Drill Bits PO#11936	8.38	02-170-5073
07/10/2023	100680	Valley Auto Parts	Drill Bits PO#11936	8.38- V	02-170-5073
Total 100680:				.00	
07/10/2023	100681	Verizon Wireless	June Statement - P&Z	91.51	01-125-5016
07/10/2023	100681	Verizon Wireless	June Statement - Police	349.01	01-130-5016
07/10/2023	100681	Verizon Wireless	June Statement - HURF	28.60	02-170-5016
07/10/2023	100681	Verizon Wireless	June Statement - Airport	51.50	04-180-5016
07/10/2023	100681	Verizon Wireless	June Statement - Water	108.71	10-210-5016
07/10/2023	100681	Verizon Wireless	June Statement - Sewer	57.20	11-215-5016
07/10/2023	100681	Verizon Wireless	June Statement - SC Transport	51.50	42-365-5016
07/10/2023	100681	Verizon Wireless	June Statement - P&Z	91.51- V	01-125-5016
07/10/2023	100681	Verizon Wireless	June Statement - Police	349.01- V	01-130-5016
07/10/2023	100681	Verizon Wireless	June Statement - HURF	28.60- V	02-170-5016
07/10/2023	100681	Verizon Wireless	June Statement - Airport	51.50- V	04-180-5016
07/10/2023	100681	Verizon Wireless	June Statement - Water	108.71- V	10-210-5016
07/10/2023	100681	Verizon Wireless	June Statement - Sewer	57.20- V	11-215-5016
07/10/2023	100681	Verizon Wireless	June Statement - SC Transport	51.50- V	42-365-5016
Total 100681:				.00	
07/10/2023	100682	Nations Best	misc Water Repair Parts PO#11922	18.05	10-210-5129
07/10/2023	100682	Nations Best	misc Water Repair Parts PO#11922	3.80	10-210-5129
07/10/2023	100682	Nations Best	misc Small tools PO#11922	115.61	10-210-5073
07/10/2023	100682	Nations Best	misc Small tools PO#11922	26.17	10-210-5073
07/10/2023	100682	Nations Best	misc Small tools PO#11922	43.01	10-210-5073
07/10/2023	100682	Nations Best	Repair Parts Sprinkler System PO#11923	122.12	01-160-5047
07/10/2023	100682	Nations Best	Box extension PO#11955	12.52	01-145-5062
07/10/2023	100682	Nations Best	misc Water Repair Parts PO#11922	18.05- V	10-210-5129
07/10/2023	100682	Nations Best	misc Water Repair Parts PO#11922	3.80- V	10-210-5129
07/10/2023	100682	Nations Best	misc Small tools PO#11922	115.61- V	10-210-5073
07/10/2023	100682	Nations Best	misc Small tools PO#11922	26.17- V	10-210-5073
07/10/2023	100682	Nations Best	misc Small tools PO#11922	43.01- V	10-210-5073
07/10/2023	100682	Nations Best	Repair Parts Sprinkler System PO#11923	122.12- V	01-160-5047

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
07/10/2023	100682	Nations Best	Box extension PO#11955	12.52- V	01-145-5062
Total 100682:				.00	
07/10/2023	100683	Ardurra	Water Model Update PO#12052	3,157.50	10-210-5301
07/10/2023	100683	Ardurra	WIFA - NW Sewer Improvement Project PO#12052	687.50	11-215-5301
07/10/2023	100683	Ardurra	WIFA - Papago Water Replacement Project PO#12052	1,752.50	10-210-5301
07/10/2023	100683	Ardurra	Water Model Update PO#12052	3,157.50- V	10-210-5301
07/10/2023	100683	Ardurra	WIFA - NW Sewer Improvement Project PO#12052	687.50- V	11-215-5301
07/10/2023	100683	Ardurra	WIFA - Papago Water Replacement Project PO#12052	1,752.50- V	10-210-5301
Total 100683:				.00	
07/10/2023	100687	Allegra	20X Town Decals PO#11960	312.87	02-170-5024
Total 100687:				312.87	
07/10/2023	100688	Archive Social	Archiving of Social Media Acct: TOS	698.00	01-115-5012
07/10/2023	100688	Archive Social	Archiving of Social Media Acct: PD	698.00	01-130-5012
07/10/2023	100688	Archive Social	Archiving of Social Media Acct: HC/CASA	1,408.00	01-150-5012
07/10/2023	100688	Archive Social	Archiving of Social Media Acct: AP	698.00	04-180-5012
07/10/2023	100688	Archive Social	Archiving of Social Media Acct: SC	698.00	16-240-5012
Total 100688:				4,200.00	
07/10/2023	100689	Ascent Aviation Group, Inc.	Equipment Rental - July 2023	350.00	04-180-5023
Total 100689:				350.00	
07/10/2023	100690	Bashas	AZ FOOD BANK GRANT General Food PO#11816	1,101.75	16-240-5060
07/10/2023	100690	Bashas	AZ FOOD BANK GRANT General Food PO#11818	493.16	16-240-5060
07/10/2023	100690	Bashas	AZ FOOD BANK GRANT General Food PO#11818	235.66	16-240-5060
Total 100690:				1,830.57	
07/10/2023	100691	Blue Hills Env Assn Inc.	July 2023 Services - AC	28.00	01-135-5018
07/10/2023	100691	Blue Hills Env Assn Inc.	July 2023 Services - PARKS	54.00	01-160-5018
07/10/2023	100691	Blue Hills Env Assn Inc.	July 2023 Services - HURF	44.00	02-170-5018
07/10/2023	100691	Blue Hills Env Assn Inc.	July 2023 Services - AP	55.00	04-180-5018
07/10/2023	100691	Blue Hills Env Assn Inc.	July 2023 Services - WATER	44.00	10-210-5018
07/10/2023	100691	Blue Hills Env Assn Inc.	July 2023 Services - SEWER	55.00	11-215-5018
07/10/2023	100691	Blue Hills Env Assn Inc.	July 2023 Services - SC	55.00	22-270-5018

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
07/10/2023	100691	Blue Hills Env Assn Inc.	July 2023 Services - Bldg Maint	150.98	01-145-5018
Total 100691:				485.98	
07/10/2023	100692	Butch L. Gunnels	Magistrate Judge Services	461.54	01-110-5012
Total 100692:				461.54	
07/10/2023	100693	Caselle, Inc	Annual Support & Maint FY 23-24 - Admin	2,465.85	01-115-5014
07/10/2023	100693	Caselle, Inc	Annual Support & Maint FY 23-24 - Finance	5,753.65	01-120-5014
07/10/2023	100693	Caselle, Inc	Annual Support & Maint FY 23-24 - Cemetery	1,643.90	01-160-5014
07/10/2023	100693	Caselle, Inc	Annual Support & Maint FY 23-24 - Water	3,287.80	10-210-5014
07/10/2023	100693	Caselle, Inc	Annual Support & Maint FY 23-24 - Sewer	3,287.80	11-215-5014
Total 100693:				16,439.00	
07/10/2023	100694	Davis Hardware	Paint Supplies PO#11885	11.53	04-180-5062
07/10/2023	100694	Davis Hardware	Well House Fencing Wilkins Well PO#11958	652.80	10-210-5062
07/10/2023	100694	Davis Hardware	Extra Vehicle Key PD PO#11859	5.01	01-130-5011
07/10/2023	100694	Davis Hardware	Discount June 23 Statement	61.36-	10-210-5062
Total 100694:				607.98	
07/10/2023	100695	Dayson Merrill	Per Diem AACOP Summit PO#11508	65.00	01-130-5017
07/10/2023	100695	Dayson Merrill	GOHS LE Conference- Per Diem PO#11856	75.00	01-130-5017
Total 100695:				140.00	
07/10/2023	100696	Emily Muth	Contract Services - Admin	800.00	01-115-5014
Total 100696:				800.00	
07/10/2023	100697	Carol Stetten	1 card PO# 12043	2.80	01-000-2006
Total 100697:				2.80	
07/10/2023	100698	James R. Terrell	1 card Set PO#12044	17.50	01-000-2006
Total 100698:				17.50	
07/10/2023	100699	David, Verna	Red Hoop Earrings PO#12042	21.00	01-000-2006
07/10/2023	100699	David, Verna	White Bead Necklace & Kachina PO#12042	132.00	01-000-2006

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
Total 100699:				153.00	
07/10/2023	100700	Rusty Childress	Float Mount Luna Lake PO#12041	174.30	01-000-2006
07/10/2023	100700	Rusty Childress	2 Small Prints	25.00	01-000-2006
Total 100700:				199.30	
07/10/2023	100701	Holmes, Bryan	per Diem GOHS Conference PO #11854	75.00	01-130-5017
Total 100701:				75.00	
07/10/2023	100702	Icon Solutions	Water Dist. Operator of Record- R. Whiting PO#12051	2,000.00	10-210-5012
Total 100702:				2,000.00	
07/10/2023	100703	League of AZ Cities & Towns	Annual dues FY23/24 PO #11985	5,478.00	01-105-5025
Total 100703:				5,478.00	
07/10/2023	100704	Mangum, Wall, Stoops and Warden, PLLC	Legal Town Attorney Fees June 2023	4,942.56	01-106-5138
Total 100704:				4,942.56	
07/10/2023	100705	Napa Auto Parts	Vehicle Maint #51 Chevy	55.90	02-170-5024
07/10/2023	100705	Napa Auto Parts	Vehicle Maint #53 Chevy	81.08	02-170-5024
07/10/2023	100705	Napa Auto Parts	Vehicle Maint #50 F150	147.03	02-170-5024
Total 100705:				284.01	
07/10/2023	100706	Power DMS, Inc	Power DMS 23-24 Contract Mgmt Software PO#11504	5,223.58	01-130-5027
Total 100706:				5,223.58	
07/10/2023	100707	Rhinehart Oil Co. LLC	End of Month 0623 - Admin	38.71	01-115-5011
07/10/2023	100707	Rhinehart Oil Co. LLC	End of Month 0623 - PD	734.19	01-130-5011
07/10/2023	100707	Rhinehart Oil Co. LLC	End of Month 0623 - AC	176.87	01-135-5011
07/10/2023	100707	Rhinehart Oil Co. LLC	End of Month 0623 - Parks	104.60	01-160-5011
07/10/2023	100707	Rhinehart Oil Co. LLC	End of Month 0623 - HURF	122.39	02-170-5011
07/10/2023	100707	Rhinehart Oil Co. LLC	End of Month 0623 - Water	54.61	10-210-5011
07/10/2023	100707	Rhinehart Oil Co. LLC	End of Month 0623 - Sewer	269.93	11-215-5011
07/10/2023	100707	Rhinehart Oil Co. LLC	End of Month 0623 - NACOG Transportation	25.56	13-225-5011

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
07/10/2023	100707	Rhinehart Oil Co. LLC	End of Month 0623 - NACOG Home Delivery	25.56	15-235-5011
07/10/2023	100707	Rhinehart Oil Co. LLC	End of Month 0623 - SC Sprvl Transportation	25.56	42-365-5011
Total 100707:				1,577.98	
07/10/2023	100708	Shane Bevington	Per Diem GOHS Conference PO #11855	75.00	01-130-5017
Total 100708:				75.00	
07/10/2023	100709	Sierra Propane	Propane Allocation - Senior Center	271.11	16-240-5022
Total 100709:				271.11	
07/10/2023	100710	Springerville- Eagar Chamber	FY 23-24 Annual Membership	465.00	01-105-5025
Total 100710:				465.00	
07/10/2023	100711	Standard Insurance Co, RA	Premium July 2023 - Admin	64.80	01-115-5004
07/10/2023	100711	Standard Insurance Co, RA	Premium July 2023 - Finance	51.94	01-120-5004
07/10/2023	100711	Standard Insurance Co, RA	Premium July 2023 - Police	159.14	01-130-5004
07/10/2023	100711	Standard Insurance Co, RA	Premium July 2023 - AC	25.54	01-135-5004
07/10/2023	100711	Standard Insurance Co, RA	Premium July 2023 - Bldg Maint	18.59	01-145-5004
07/10/2023	100711	Standard Insurance Co, RA	Premium July 2023 - HC	28.24	01-150-5004
07/10/2023	100711	Standard Insurance Co, RA	Premium July 2023 - Shop	8.73	01-155-5004
07/10/2023	100711	Standard Insurance Co, RA	Premium July 2023 - Parks	17.04	01-160-5004
07/10/2023	100711	Standard Insurance Co, RA	Premium July 2023 - HURF	67.63	02-170-5004
07/10/2023	100711	Standard Insurance Co, RA	Premium July 2023 - SC	32.40	03-175-5004
07/10/2023	100711	Standard Insurance Co, RA	Premium July 2023 - AP	32.40	04-180-5004
07/10/2023	100711	Standard Insurance Co, RA	Premium July 2023 - Water	66.68	10-210-5004
07/10/2023	100711	Standard Insurance Co, RA	Premium July 2023 - Sewer	63.05	11-215-5004
07/10/2023	100711	Standard Insurance Co, RA	Premium July 2023 - UofA SNAP Grant	21.65	55-430-5004
Total 100711:				657.83	
07/10/2023	100712	Trusted Tech Team Inc	MS365 Lic JULY 2023 - M&C	59.95	01-105-5027
07/10/2023	100712	Trusted Tech Team Inc	MS365 Lic JULY 2023 - Admin	35.97	01-115-5027
07/10/2023	100712	Trusted Tech Team Inc	MS365 Lic JULY 2023 - Finance	23.98	01-120-5027
07/10/2023	100712	Trusted Tech Team Inc	MS365 Lic JULY 2023 - P&Z	11.98	01-125-5027
07/10/2023	100712	Trusted Tech Team Inc	MS365 Lic JULY 2023 - PD	155.88	01-130-5027
07/10/2023	100712	Trusted Tech Team Inc	MS365 Lic JULY 2023 - AC	11.99	01-135-5027
07/10/2023	100712	Trusted Tech Team Inc	MS365 Lic JULY 2023 - Bldg Maint	11.99	01-145-5027
07/10/2023	100712	Trusted Tech Team Inc	MS365 Lic JULY 2023 - HC	35.97	01-150-5027

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
07/10/2023	100712	Trusted Tech Team Inc	MS365 Lic JULY 2023 - Parks	11.99	01-160-5027
07/10/2023	100712	Trusted Tech Team Inc	MS365 Lic JULY 2023 - HURF	59.95	02-170-5027
07/10/2023	100712	Trusted Tech Team Inc	MS365 Lic JULY 2023 - SC	47.96	03-175-5027
07/10/2023	100712	Trusted Tech Team Inc	MS365 Lic JULY 2023 - AP	11.99	04-180-5027
07/10/2023	100712	Trusted Tech Team Inc	MS365 Lic JULY 2023 - Water	23.98	10-210-5027
07/10/2023	100712	Trusted Tech Team Inc	MS365 Lic JULY 2023 - Sewer	23.98	11-215-5027
Total 100712:				527.56	
07/10/2023	100713	Valley Auto Parts	Drill Bits PO#11936	8.38	02-170-5073
Total 100713:				8.38	
07/10/2023	100714	Verizon Wireless	June Statement - P&Z	91.51	01-125-5016
07/10/2023	100714	Verizon Wireless	June Statement - Police	349.01	01-130-5016
07/10/2023	100714	Verizon Wireless	June Statement - HURF	28.60	02-170-5016
07/10/2023	100714	Verizon Wireless	June Statement - Airport	51.50	04-180-5016
07/10/2023	100714	Verizon Wireless	June Statement - Water	108.71	10-210-5016
07/10/2023	100714	Verizon Wireless	June Statement - Sewer	57.20	11-215-5016
07/10/2023	100714	Verizon Wireless	June Statement - SC Transport	51.50	42-365-5016
Total 100714:				738.03	
07/10/2023	100715	Nations Best	misc Water Repair Parts PO#11922	18.05	10-210-5129
07/10/2023	100715	Nations Best	misc Water Repair Parts PO#11922	3.80	10-210-5129
07/10/2023	100715	Nations Best	misc Small tools PO#11922	115.61	10-210-5073
07/10/2023	100715	Nations Best	misc Small tools PO#11922	26.17	10-210-5073
07/10/2023	100715	Nations Best	misc Small tools PO#11922	43.01	10-210-5073
07/10/2023	100715	Nations Best	Repair Parts Sprinkler System PO#11923	122.12	01-160-5047
07/10/2023	100715	Nations Best	Box extension PO#11955	12.52	01-145-5062
Total 100715:				341.28	
07/10/2023	100716	Ardurra	Water Model Update PO#12052	3,157.50	10-210-5301
07/10/2023	100716	Ardurra	WIFA - NW Sewer Improvement Project PO#12052	687.50	11-215-5301
07/10/2023	100716	Ardurra	WIFA - Papago Water Replacement Project PO#12052	1,752.50	10-210-5301
Total 100716:				5,597.50	
Grand Totals:				207,584.79	

Summary by General Ledger Account Number

PUBLIC NOTICE / NOTICE OF PUBLIC HEARING

Town of Springerville Summary Schedule of Estimated Revenues and Expenditures/ Expenses Fiscal Year 2023/2024

On June 21, 2023, the Springerville Town Council adopted the Tentative Budget for the fiscal year ending June 30, 2024. The Town Council will meet and hold a public hearing July 19, 2023, at or after 6:00 p.m. at the Springerville Council Chambers located at 418 E Main St., Springerville, AZ 85938, to hear and take action on the final budget for FY23/24. The public is encouraged to attend this public hearing on the budget and express their opinions.

**City/Town of Springerville
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal year 2024**

Fiscal year	S c h	Funds								
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds	
2023	Adopted/Adjusted Budgeted Expenditures/Expenses*	E 1	6,457,464	9,927,992	39,410	0	0	3,421,616	0	19,846,482
2023	Actual Expenditures/Expenses**	E 2	2,889,490	1,515,129	362,601	0	0	916,881	0	5,684,101
2024	Fund Balance/Net Position at July 1***	3	568,779	1,620,695				562,188		2,751,662
2024	Primary Property Tax Levy	B 4	0	0						0
2024	Secondary Property Tax Levy	B 5	0	0						0
2024	Estimated Revenues Other than Property Taxes	C 6	4,702,687	8,851,711	0	0	0	2,609,100	0	16,163,498
2024	Other Financing Sources	D 7	0	0	0	0	0	0	0	0
2024	Other Financing (Uses)	D 8	0	0	0	0	0	0	0	0
2024	Interfund Transfers In	D 9	0	42,400	25,593	0	0	200,000	0	267,993
2024	Interfund Transfers (Out)	D 10	67,993	200,000	0	0	0	0	0	267,993
2024	Line 11: Reduction for Fund Balance Reserved for Future Budget Year Expenditures									
	Maintained for Future Debt Retirement									0
	Maintained for Future Capital Projects									0
	Maintained for Future Financial Stability									0
										0
2024	Total Financial Resources Available	12	5,203,473	10,314,806	25,593	0	0	3,371,288	0	18,915,160
2024	Budgeted Expenditures/Expenses	E 13	5,203,473	10,314,806	25,593	0	0	3,371,288	0	18,915,160

Expenditure Limitation Comparison

	2023	2024
1 Budgeted expenditures/expenses	\$ 19,846,482	\$ 18,915,160
2 Add/subtract: estimated net reconciling items		
3 Budgeted expenditures/expenses adjusted for reconciling items	19,846,482	18,915,160
4 Less: estimated exclusions	7,560,393	6,480,000
5 Amount subject to the expenditure limitation	\$ 12,286,089	\$ 12,435,160
6 EEC expenditure limitation	\$ 13,834,995	\$ 13,327,885

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

TOWN OF SPRINGERVILLE NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to Arizona Revised Statutes Section 9-462.04(A)(1) that the Town of Springerville Town Council will consider a liquor license ownership change application for the Gateway located at 262 West Main Street.

A PUBLIC HEARING on this topic will be held on July 19, 2023, at or around 6:00 p.m. in the Council Chambers at 418 E. Main Street in Springerville. The public is encouraged to attend the hearing and express their opinions.

State of Arizona
Department of Liquor Licenses and Control

Created 05/30/2023 @ 10:45:59 AM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	THE GATEWAY		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	262 W MAIN STREET STE A SPRINGERVILLE, AZ 85938 USA		
Mailing Address:	[REDACTED]		
Phone:	(928)333-1111		
Alt. Phone:	[REDACTED]		
Email:	LIQUORLICENSE@AZLIC.COM		

AGENT

Name:	JEFFREY CRAIG MILLER
Gender:	Male
Correspondence Address:	[REDACTED]
Phone:	[REDACTED]
Alt. Phone:	[REDACTED]
Email:	[REDACTED]

OWNER

Name:	262 W MAIN ST LLC		
Contact Name:	JEFFREY CRAIG MILLER		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23379189	State of Incorporation:	AZ
Incorporation Date:	05/26/2022		
Correspondence Address:	[REDACTED]		
Phone:	[REDACTED]		
Alt. Phone:	[REDACTED]		
Email:	LIQUORLICENSE@AZLIC.COM		

Officers / Stockholders

Name:	Title:	% Interest:
PETER JOHN RUTHENBECK	MEMBER	50.00
HELEN MARIA DIGUISEPPI	MEMBER	50.00

262 W MAIN ST LLC - MEMBER

Name: PETER JOHN RUTHENBECK
Gender: Male
Correspondence Address: [REDACTED]
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: THEGATEWAYAZ@GMAIL.COM

262 W MAIN ST LLC - MEMBER

Name: HELEN MARIA DIGUISEPPI
Gender: Female
Correspondence Address: [REDACTED]
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: H.DIGUISEPPI@YAHOO.COM

APPLICATION INFORMATION

Application Number: 246922
Application Type: New Application
Created Date: 05/23/2023 *Chap*

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
ROUND VALLEY HIGH SCHOOL 550 N BUTLER ST EAGAR AZ 85925
2.1 MILES
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PURCHASER
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
2.2 MILLION

3 BAR A LLC PO BOX 1001 SPRINGERVILLE AZ 85938
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

ORDINANCE NO.2023-002

AN ORDINANCE OF THE TOWN OF SPRINGERVILLE, APACHE COUNTY ARIZONA, AMENDING TITLE 2 “ADMINISTRATION AND PERSONNEL”, CHAPTER 2.04 “TOWN COUNCIL”, SECTION 2.04.130 “ORDER OF BUSINESS” OF THE SPRINGERVILLE MUNICIPAL CODE AND DESIGNATING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF SPRINGERVILLE, ARIZONA that the Town Code of Springerville Title 2, Chapter 2.04, Section 2.04.130 be amended to read as follows:

Section 10 Order of business.

Replace Section 2.04.130 with the following text:

The business of the common council shall be taken up for consideration and disposition in the following order:

- A. The mayor shall take the chair at the hour appointed for the meeting and shall call the common council to order. In the absence of the mayor, the vice-mayor shall call the common council to order. In the absence of both the mayor and the vice-mayor, the town manager shall call the common council to order and an acting mayor shall be selected to chair the meeting. Upon the arrival of the mayor or the vice-mayor, the acting mayor shall relinquish the chair upon the conclusion of the business immediately before the common council. The mayor shall preserve order and decorum, decide all questions of order, and conduct the proceedings of the meetings in accordance with the parliamentary rules **of a modified** Roberts Rules of Order.
- B. Roll Call. Before proceeding with the business of the common council, the clerk or his or her deputy shall call the roll of the members, and the names of those present shall be entered in the minutes. If a quorum is not present, the members present may adjourn pursuant to Section 2.04.110.
- C. Minutes. Each member of the common council shall be responsible to review the minutes from the previous meeting as provided in his/her packet, and shall be approved if correct. Any errors noted shall be corrected.
- D. Petitions. Petitions, remonstrance’s, communications and comments or suggestions from citizens present, shall be heard by the common council. All such remarks shall be addressed to the common council as a whole, and not to any member thereof.

Such remarks shall be limited to ten minutes, unless additional time is granted by the common council. No person other than the individual speaking shall enter into the discussion without the permission of the presiding officer. No question shall be asked a councilperson except through the presiding officer.

- E. Reports by Officers. Town officials and committees shall present any reports required by the common council.
- F. Unfinished Business. The common council shall consider any business that has been previously considered and which is still unfinished.
- G. New Business. The common council shall consider any business not heretofore considered, including the introduction of ordinances and resolutions.
- H. Claims. The clerk shall present any claims against the town, which will then be approved or disapproved by the common council.
- I. Adjournment. The common council may, by a majority vote of those present, adjourn from time to time to a specific date and hour. A motion to adjourn shall **not** always be in order.

PASSED AND ADOPTED this _____ day of _____, 2023 by the Mayor and Common Council of the Town of Springerville, Arizona.

Shelly Reidhead, Mayor

ATTEST:

Kelsi Miller , Town Clerk

APPROVED AS TO FORM:

_____, Town Attorney

1st Read: _____

2nd Read: _____

Adopted: _____

Posted: _____

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Kelsi Miller, Town Clerk
DATE: 07/10/2023
SUBJECT: ORDINANCE 2023-002

SUGGESTED MOTIONS:

I motion to adopt Ordinance 2023-002 AN ORDINANCE OF THE TOWN OF SPRINGERVILLE, APACHE COUNTY ARIZONA, AMENDING TITLE 2 "ADMINISTRATION AND PERSONNEL", CHAPTER 2.04 "TOWN COUNCIL", SECTION 2.04.130 "ORDER OF BUSINESS" OF THE SPRINGERVILLE MUNICIPAL CODE AND DESIGNATING AN EFFECTIVE DATE.

OR I motion to not approve.

OR I motion to table this item.

STAFF REPORT

Council,

It was brought to staffs attention that Council would like to look at modifying Roberts Rules to allow for discussion prior to motions and adjournment without a motion. This allows Council to still follow the framework of Roberts Rules with the minor changes.

Draft Ordinance Attached

ORDINANCE NO.2023-002

AN ORDINANCE OF THE TOWN OF SPRINGERVILLE, APACHE COUNTY ARIZONA, AMENDING TITLE 2 “ADMINISTRATION AND PERSONNEL”, CHAPTER 2.04 “TOWN COUNCIL”, SECTION 2.04.130 “ORDER OF BUSINESS” OF THE SPRINGERVILLE MUNICIPAL CODE AND DESIGNATING AN EFFECTIVE DATE.

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- B. Roll Call. Before proceeding with the business of the common council, the clerk or his or her deputy shall call the roll of the members, and the names of those present shall be entered in the minutes. If a quorum is not present, the members present may adjourn pursuant to Section 2.04.110.
- C. Minutes. Each member of the common council shall be responsible to review the minutes from the previous meeting as provided in his/her packet, and shall be approved if correct. Any errors noted shall be corrected.
- D. Petitions. Petitions, remonstrance’s, communications and comments or suggestions from citizens present, shall be heard by the common council. All such remarks shall be addressed to the common council as a whole, and not to any member thereof.

Such remarks shall be limited to ten minutes, unless additional time is granted by the common council. No person other than the individual speaking shall enter into the discussion without the permission of the presiding officer. No question shall be asked a councilperson except through the presiding officer.

- E. Reports by Officers. Town officials and committees shall present any reports required by the common council.
- F. Unfinished Business. The common council shall consider any business that has been previously considered and which is still unfinished.
- G. New Business. The common council shall consider any business not heretofore considered, including the introduction of ordinances and resolutions.
- H. Claims. The clerk shall present any claims against the town, which will then be approved or disapproved by the common council.
- I. Adjournment. The common council may, by a majority vote of those present, adjourn from time to time to a specific date and hour. A motion to adjourn shall **not** always be in order.

PASSED AND ADOPTED this _____ day of _____, 2023 by the Mayor and Common Council of the Town of Springerville, Arizona.

Shelly Reidhead, Mayor

ATTEST:

Kelsi Miller , Town Clerk

APPROVED AS TO FORM:

_____, Town Attorney

1st Read: _____

2nd Read: _____

Adopted: _____

Posted: _____

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Tim Rasmussen, Town Manager
DATE: May 16, 2023
**SUBJECT: Springerville- Eagar Regional Chamber of
Commerce**

SUGGESTED MOTION:

I move we direct the Town Manager and a Town of Springerville Council Member to serve on the Springerville- Eagar Chamber of Commerce Board.

or

I move we direct the Town Manager and a Springerville Citizen Member "At Large" to serve on the Springerville- Eagar Chamber of Commerce Board.

or

I move that Town Manager and the Town of Springerville Council does not participate on the Springerville- Eagar Chamber of Commerce Board.

STAFF REPORT

I was visited by a Springerville- Eagar Chamber of Commerce Board Member a few weeks ago. The Chamber is wanting both towns to participate on their Governing Board by having the Town Managers and a Councilor or a citizen of that community as a member at large.



**Springerville-Eagar Regional
Chamber of Commerce**
7 W. Main St. PO Box 31
Springerville, AZ 85938
www.springerville-eagarchamber.com

April 2023

Tim,

Tony Contreras asked me to supply you with information about future Chamber Board Meetings. I've enclosed the minutes of the March meeting for you to look at. Also, here is the schedule of meetings for the rest of 2023.

May 11 is an email meeting.

June 8 is an email meeting.

July 8 is an in-person meeting.

August 10 is an email meeting.

September 7 is an email meeting.

October 12 is an in-person meeting.

November 9 is an email meeting.

All meetings are on Thursdays.

Time to be determined.

Call us with any questions.

Bill Farbstein
Membership Chair

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Kelsi Miller, Town Clerk
DATE: 07/10/2023
SUBJECT: LIQUOR LICENSE TRANSFER

SUGGESTED MOTIONS:

I motion to approve the liquor license application for The Gateway from Bar A LLC (The Averys).

OR I motion to not approve.

OR I motion to table this item.

STAFF REPORT

Council,

The applicant has supplied a complete application for the transfer of this liquor license to the Town and the state. They have paid the fees necessary for us to process. It is staff's recommendation to approve. See attached application.



**Local Governing Body
Recommendation
A.R.S. § 4-201(C)**

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

City or Town of: _____ Liquor License/Application #: _____
(Circle one) (Arizona license/application #)

County of: _____ City/Town/County #: _____

Licensed establishment that will be operating within an “entertainment district” as described in A.R.S. §4-207(D)(2),

_____ (Name of entertainment district)

_____ (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

The _____ at a _____ meeting held
(Governing body) (Regular or special)

on the _____ of _____, _____ considered the application of _____
(Day) (Month) (Year) (Name of applicant)

for a license to sell spirituous liquor at the premises described in the application as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF _____
(Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for _____.
(Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

Dated at _____ on _____
(Location) (Day) (Month) (Year)

(Printed name of city, town or county clerk)

(Signature of city, town or county clerk)

State of Arizona
Department of Liquor Licenses and Control

Created 05/30/2023 @ 10:45:59 AM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	THE GATEWAY		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	262 W MAIN STREET STE A SPRINGERVILLE, AZ 85938 USA		
Mailing Address:	[REDACTED]		
Phone:	(928)333-1111		
Alt. Phone:	[REDACTED]		
Email:	LIQUORLICENSE@AZLIC.COM		

AGENT

Name:	JEFFREY CRAIG MILLER
Gender:	Male
Correspondence Address:	[REDACTED]
Phone:	[REDACTED]
Alt. Phone:	[REDACTED]
Email:	[REDACTED]

OWNER

Name:	262 W MAIN ST LLC		
Contact Name:	JEFFREY CRAIG MILLER		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23379189	State of Incorporation:	AZ
Incorporation Date:	05/26/2022		
Correspondence Address:	[REDACTED]		
Phone:	[REDACTED]		
Alt. Phone:	[REDACTED]		
Email:	LIQUORLICENSE@AZLIC.COM		

Officers / Stockholders

Name:	Title:	% Interest:
PETER JOHN RUTHENBECK	MEMBER	50.00
HELEN MARIA DIGUISEPPI	MEMBER	50.00

262 W MAIN ST LLC - MEMBER

Name: PETER JOHN RUTHENBECK
Gender: Male
Correspondence Address: [REDACTED]
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: THEGATEWAYAZ@GMAIL.COM

262 W MAIN ST LLC - MEMBER

Name: HELEN MARIA DIGUISEPPI
Gender: Female
Correspondence Address: [REDACTED]
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: H.DIGUISEPPI@YAHOO.COM

APPLICATION INFORMATION

Application Number: 246922
Application Type: New Application
Created Date: 05/23/2023 *Chap*

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
ROUND VALLEY HIGH SCHOOL 550 N BUTLER ST EAGAR AZ 85925
2.1 MILES
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PURCHASER
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
2.2 MILLION

3 BAR A LLC PO BOX 1001 SPRINGERVILLE AZ 85938
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Tim Rasmussen, Town Manager
DATE: June 26-2023
SUBJECT: Tentative Final 2023/ 2024 Adopted Budget

SUGGESTED MOTION:

I move that the Town of Springerville adopts the Final 2023/ 2024 Adopted Budget.

or

I move that the Town of Springerville **does not** adopt the Final 2023/ 2024 Adopted Budget.

STAFF REPORT

Budget meeting Wednesday 6-21-2023 @ 4:30 pm.

Regular Council meeting Wednesday 6-21-2023 @ 6 pm to adopt the tentative/ 2024 budget.

Advertise the adopted budget (for 2 weeks) 6-30-2023 and 7-4-2023.

Regular Council meeting to adopt the Final 2023/ 2024 Adopted Budget the on 7-19-2023.

With this schedule we will make the deadline of 7-31-2023 to have a Final 2023/ 2024 Adopted Budget.

PUBLIC NOTICE / NOTICE OF PUBLIC HEARING

Town of Springerville Summary Schedule of Estimated Revenues and Expenditures/ Expenses Fiscal Year 2023/2024

On June 21, 2023, the Springerville Town Council adopted the Tentative Budget for the fiscal year ending June 30, 2024. The Town Council will meet and hold a public hearing July 19, 2023, at or after 6:00 p.m. at the Springerville Council Chambers located at 418 E Main St., Springerville, AZ 85938, to hear and take action on the final budget for FY23/24. The public is encouraged to attend this public hearing on the budget and express their opinions.

**City/Town of Springerville
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal year 2024**

Fiscal year	S c h	Funds								
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds	
2023	Adopted/Adjusted Budgeted Expenditures/Expenses*	E 1	6,457,464	9,927,992	39,410	0	0	3,421,616	0	19,846,482
2023	Actual Expenditures/Expenses**	E 2	2,889,490	1,515,129	362,601	0	0	916,881	0	5,684,101
2024	Fund Balance/Net Position at July 1***	3	568,779	1,620,695				562,188		2,751,662
2024	Primary Property Tax Levy	B 4	0	0						0
2024	Secondary Property Tax Levy	B 5	0	0						0
2024	Estimated Revenues Other than Property Taxes	C 6	4,702,687	8,851,711	0	0	0	2,609,100	0	16,163,498
2024	Other Financing Sources	D 7	0	0	0	0	0	0	0	0
2024	Other Financing (Uses)	D 8	0	0	0	0	0	0	0	0
2024	Interfund Transfers In	D 9	0	42,400	25,593	0	0	200,000	0	267,993
2024	Interfund Transfers (Out)	D 10	67,993	200,000	0	0	0	0	0	267,993
2024	Line 11: Reduction for Fund Balance Reserved for Future Budget Year Expenditures									
	Maintained for Future Debt Retirement									0
	Maintained for Future Capital Projects									0
	Maintained for Future Financial Stability									0
										0
2024	Total Financial Resources Available	12	5,203,473	10,314,806	25,593	0	0	3,371,288	0	18,915,160
2024	Budgeted Expenditures/Expenses	E 13	5,203,473	10,314,806	25,593	0	0	3,371,288	0	18,915,160

Expenditure Limitation Comparison

	2023	2024
1 Budgeted expenditures/expenses	\$ 19,846,482	\$ 18,915,160
2 Add/subtract: estimated net reconciling items		
3 Budgeted expenditures/expenses adjusted for reconciling items	19,846,482	18,915,160
4 Less: estimated exclusions	7,560,393	6,480,000
5 Amount subject to the expenditure limitation	\$ 12,286,089	\$ 12,435,160
6 EEC expenditure limitation	\$ 13,834,995	\$ 13,327,885

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Kelsi Miller, Town Clerk
DATE: 07/10/2023
SUBJECT: Tourism Tax Fund Request

SUGGESTED MOTIONS:

I motion to approve the Tourism Tax Fund request for the Buses by the Lake event in the amount of _____.

OR I motion to not approve.

OR I motion to table this item.

STAFF REPORT

Council,

The Tourism Tax committee met regarding this application and has made the recommendation to approve funds in the amount of \$750.00.

**TOWN OF SPRINGERVILLE
Tourism Tax Committee
Application for Funds**

Please be as specific as possible when completing this form.

DATE(S) OF EVENT: Oct 20-22, 2023 DATE OF APPLICATION: July 5, 2023

AMOUNT OF FUNDING REQUESTED: \$750- DATE FUNDING REQUIRED: When approved

EVENT:	
Name of Event, Group or Promotion:	<u>2nd Annual "Buses by The Lake"</u>
Make Check Payable to:	<u>Springerville Chamber of Commerce</u>
Mailing Address:	<u>PO Box 31</u> <u>Springerville AZ 85938</u>
Tax Identification Number: (Please complete and return attached W-9)	<u>86-0229882</u>

CONTACT INFORMATION:	
Name of Contact:	<u>Becki Christensen</u>
Mailing Address:	<u>PO Box 31</u> <u>Springerville AZ 85938</u>
Telephone Numbers:	Regular: <u>333-2123</u> Cell: <u>551-5709</u>
Alternate Contact & Phone Number:	_____

All applications must be turned in to the Town of Springerville one month before the date of the event.

Once placed on the agenda, the application will be reviewed by the Tourism Tax Committee. If approved, the application will be forwarded to the Town Council with a recommendation for funding. A final decision on funding will be made by Council. Council meetings are held the first and third Wednesdays of each month. Items are placed on the agenda on the Wednesday preceding the meeting.

RESERVED FOR COMMITTEE/TOWN USE

1. Is this request already considered in the current year town budget? _____
2. Does this request fall into the guidelines of tourism and economic development? _____
3. Is there sufficient money in the fund to cover this request? _____

SPRINGERVILLE TOURISM TAX COMMITTEE	SPRINGERVILLE TOWN COUNCIL
By majority vote, this request has been Approved: <u>X</u> Denied: _____	By majority vote, this request has been Approved: _____ Denied: _____
Amount: <u>\$750</u>	Amount: _____
Date: _____	Date: _____
Chair/Vice-Chairperson: <u>[Signature]</u>	Mayor/Vice-Mayor: _____

PLEASE COMPLETE THE QUESTIONS ON THE NEXT PAGE OF THE APPLICATION

TOWN OF SPRINGVILLE
Tourism Tax Committee
Application for Funds
Page 2

Please attach any available flyers, posters, etc.

1. Is the total amount needed being requested from the Town of Springerville? Yes No
If the answer to question #1 is no, what percentage of the total cost is the Town being asked to fund?
10%
2. What is the money to be used for?
Insurance, promotion
3. How will the residents of Springerville benefit from this event?
Weekend entertainment at Lyman Lake, visiting VW's, shopping local vendors, concert
4. What economic benefit will be gained by the Town of Springerville?
We offer drop off/pick up rides for downtown shopping & restaurants. TPT revenue will increase gas sales for return trips.
5. What other efforts have been utilized to raise funds for this event?
Sponsorships, vendor fees, VW attendees vehicle fees, T-shirt sales, gate fees
6. Estimated number of people attending per day? Fri - 400, Sat - 1200, Sun - 250
7. Special Requirements (Liquor, Security, Set-up, etc)?
Alcohol sales will be by vendor, security will be by the county sheriffs, set-up help by volunteers
8. Insurance Requirements? None Other
If other, please explain
Meadowbrook + Kohlase Insurance
9. Will any monies be raised concessions, advertising, dances, meals, etc? Yes No
If yes, please describe and list estimated revenues.

10. If this is an existing event please provide a history of the event including attendance, financial, any other pertinent information.
2nd Annual - 1st event we had 50 VW's we have commitments of twice as many for this year
11. What will the profits from the event be used for (scholarships, event promotions, etc.)?
Donation to the RV Senior Center.

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Tim Rasmussen, Town Manager
DATE: 07/10/2023
SUBJECT: Professional Services Agreement – Armstrong

SUGGESTED MOTIONS:

I motion to approve the professional services agreement with Armstrong Consultants, Inc. to provide consultation services to the Springerville Municipal Airport.

OR I motion to not approve.

OR I motion to table this item.

STAFF REPORT

Council,

The projects may include, but not be limited to, the following items:

1. Runway 3/21 pavement overlay phase V (Construct)
2. Install perimeter fence phase I (Design & Construct)
3. Snow removal equipment facility (Design & Construct)
4. Install perimeter fence phase II (Design & Construct)
5. Expand/relocate aircraft parking apron (Design)
6. TWY A & B pavement edge markings, install LEF MITL, new signs, grade shoulders
7. Graded shoulders reconstruction RWY 11/29
8. Remark RWY 11/29 identifiers as RWY 12/30
9. Expand/relocate aircraft parking apron (Construction)
10. RWY 11 Turnout (Design & Construct)
11. Large helicopter parking area (Design & Construct)
12. Provide Non-FAA Funded Airport Engineering, Environmental, and Miscellaneous Airport Consulting Services as may be required.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SPONSOR AND CONSULTANT**

THIS IS AN AGREEMENT made as of _____, 2023 between the **TOWN OF SPRINGERVILLE, ARIZONA, an Arizona municipal corporation (SPONSOR)** and **ARMSTRONG CONSULTANTS, INC. (CONSULTANT)**. SPONSOR intends to improve the **SPRINGERVILLE MUNICIPAL AIRPORT** (hereinafter called the **PROJECT**). The PROJECT may include, but not be limited to, the following items:

1. Runway 3/21 pavement overlay phase V (Construct)
2. Install perimeter fence phase I (Design & Construct)
3. Snow removal equipment facility (Design & Construct)
4. Install perimeter fence phase II (Design & Construct)
5. Expand/relocate aircraft parking apron (Design)
6. TWY A & B pavement edge markings, install LEF MITL, new signs, grade shoulders
7. Graded shoulders reconstruction RWY 11/29
8. Remark RWY 11/29 identifiers as RWY 12/30
9. Expand/relocate aircraft parking apron (Construction)
10. RWY 11 Turnout (Design & Construct)
11. Large helicopter parking area (Design & Construct)
12. Provide Non-FAA Funded Airport Engineering, Environmental, and Miscellaneous Airport Consulting Services as may be required.

The SPONSOR and the CONSULTANT shall negotiate and approve separate written "Task Orders" which will be signed and approved by the parties for each individual task associated with this Agreement.

SPONSOR and CONSULTANT, in consideration of their mutual covenants herein, agree in respect of the performance of professional services by CONSULTANT and the payment for those services by SPONSOR as set forth herein and in the accompanying Task Orders.

CONSULTANT shall provide professional services for SPONSOR in all phases of the PROJECT to which this Agreement applies, serve as SPONSOR'S professional representative for the PROJECT as set forth below, and shall give professional consultation and advice to SPONSOR during the performance of services hereunder.

SECTION 1 - SERVICES OF CONSULTANT

- 1.1. Preparation or revision of the State and Federal Aviation Administration (FAA) grant applications;
- 1.2. Consult/coordinate with SPONSOR, Airport Users, FAA, State Aeronautics, Airport Staff and other interested parties;
- 1.3. Complete design engineering in accordance with the Task Orders entitled "Further Description of Professional Services";
- 1.4. Complete Construction Period Services in accordance with Task Orders entitled "Further Description of Professional Services";

- 1.5. Complete Planning and Environmental Services in accordance with Task Orders entitled "Further Description of Professional Services of Engineer";
- 1.6. Perform miscellaneous Engineering services as requested by SPONSOR;
- 1.7. Perform all services in conformance with applicable rules and regulations of the FAA.

SECTION 2 - SPONSOR'S RESPONSIBILITIES

SPONSOR shall:

- 2.1. Provide all criteria and full information as to SPONSOR'S requirements for the PROJECT, including design objectives and constraints, and any budgetary limitations.
- 2.2. Assist CONSULTANT by placing at its disposal all available information pertinent to the PROJECT, including previous reports and any other data relative to design or construction of the PROJECT.
- 2.3. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 2.4. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other CONSULTANTS as SPONSOR deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- 2.5. Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- 2.6. Provide all accounting, legal, independent cost estimating, and insurance counseling services as may be required for the PROJECT.
- 2.7. Designate in writing a person to act as SPONSOR'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define SPONSOR'S policies and decisions with respect to materials, equipment, elements, and systems pertinent to CONSULTANT'S services.
- 2.8. Give prompt written notice to CONSULTANT whenever SPONSOR observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect in the work of Contractor(s).
- 2.9. Bear all costs incident to compliance with the requirements of this Section 2.

SECTION 3 - PERIOD OF SERVICE

- 3.1. This Agreement will be valid for a period of five (5) years from the date signed unless terminated in accordance with Section 7.16 and subject to annual appropriation of funds by the SPONSOR for services described.

SECTION 4 - PAYMENTS TO CONSULTANT

- 4.1. SPONSOR shall pay CONSULTANT for Services rendered as agreed by Task Orders entitled "Further Description of Professional Services".
- 4.2. CONSULTANT shall submit monthly statements. The statements will be based upon CONSULTANT'S estimate of the proportion of the total services actually completed at the time of billing. SPONSOR shall make prompt payments in response to CONSULTANT'S monthly statements.
- 4.3. If SPONSOR fails to make any payment due CONSULTANT for services and expenses within 30 days following submittal of a statement in accordance with Article 4.2, the amounts due CONSULTANT shall include a charge at the rate of 1 1/2% per month from said due date and, in addition, CONSULTANT may, after giving seven days' written notice to SPONSOR, suspend services under this Agreement until it has been paid in full all amounts due him for services and expenses.

SECTION 5 - OPINIONS OF COST

- 5.1. Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its development of a CONSULTANT'S Estimate provided for herein is to be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that bids will not vary from opinions of cost prepared by him. If SPONSOR wishes greater assurance as to Construction Cost, it shall employ an independent cost estimator as provided in paragraph 2.6.
- 5.2. If the lowest bid exceeds the CONSULTANT'S Estimate, SPONSOR shall (1) give written approval to increase such estimate, (2) authorize negotiating or rebidding the PROJECT within a reasonable time, or (3) cooperate in revising the PROJECT's extent or quality. In the case of (2) and/or (3) CONSULTANT shall, without additional charge, modify the Contract Documents. The providing of such service will be the limit of CONSULTANT'S responsibility in this regard and, having done so, CONSULTANT shall be entitled to payment for its services in accordance with this Agreement.

SECTION 6 - GENERAL CONSIDERATIONS

- 6.1. **Reuse of Documents.** All documents including Drawings and Specifications prepared by CONSULTANT pursuant to this Agreement are instruments of service in respect of the PROJECT. They are not intended or represented to be suitable for reuse by SPONSOR or others on extensions of the PROJECT or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at SPONSOR'S sole risk and without liability or legal exposure to CONSULTANT; and SPONSOR shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting

therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by SPONSOR and CONSULTANT.

6.2. Release of AutoCAD Files. The CONSULTANT may produce certain documents in whole or in part on a computer-aided design system (CAD). If the SPONSOR requests electronic files of those Documents, the CONSULTANT and the SPONSOR agree as follows:

6.2.1. The CONSULTANT agrees to prepare and transmit electronic files containing Drawings as referenced above, such Drawings being devoid of certain title block information and professional seals.

6.2.2. The CONSULTANT makes no representations as to the accuracy of the information contained on the drawing files, as the design engineering drawings are essentially diagrammatic in nature and are not intended to provide detailed graphic dimensional accuracy. Furthermore, the drawing information on the files may not contain all information resulting from addenda, change orders, and field executed changes that have not been incorporated into final record drawings. Therefore, the SPONSOR understands that the use of the information provided is at its own risk. Accordingly, to the extent permitted by Arizona law, the SPONSOR agrees to indemnify and hold harmless the CONSULTANT from all claims arising out of the use of the information contained in the files provided by the CONSULTANT to the SPONSOR, including defense costs.

6.3. Plan Room. CONSULTANT may submit bid documents to plan room for bidding purposes, but CONSULTANT has no control over the operation of the plan room. SPONSOR therefore agrees, to the extent permitted by Arizona law, to indemnify and hold CONSULTANT harmless against any claims of any nature by successful or unsuccessful bidders arising from or relating to the receipt of incomplete and / or erroneous bid information. SPONSOR further agrees to be solely responsible for costs arising from or relating to rebidding the construction work, should the need for rebidding be caused, in whole or in part, by the receipt of incomplete and / or erroneous bid information through the plan room.

6.4. Controlling Law. This Agreement is to be governed by the law of the State of Arizona.

6.5. Successors and Assigns.

6.5.1. SPONSOR and CONSULTANT each binds themselves and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

6.5.2. Neither SPONSOR nor CONSULTANT shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.5.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under

this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist him in the performance of services hereunder.

Insurance. The CONSULTANT shall acquire and maintain statutory workers' compensation coverage, employer's liability, comprehensive general liability, and professional liability insurance coverage. The Consultant and any subcontractor shall obtain and maintain, during the life of this Agreement, the following minimum public liability and property damage insurance, which shall protect the Consultant from claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of services under this Agreement and the limits of liability for such insurances shall be as follows:

General Liability

Comprehensive Premises Operation
Bodily Injury and Property Damage Combined \$500,000 each occurrence
Explosion and Collapse
Hazard Underground Hazard Products/Completed Operations Hazard
Contractual Insurance
Broad Form Property Damage
Independent Contractors
Personal Injury \$500,000 Aggregate

Automobile Liability

Comprehensive Form	Bodily Injury & Property Damage	\$500,000
Owner		
Hired		
Non-Owned		

Excess Liability

Umbrella Form	Bodily Injury and Property Damage	\$1,000,000 Each
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Worker's Compensation Statutory

Employer's Liability \$100,000 Each Accident

Professional Liability/Errors & Omissions \$1,000,000 each claim/annual aggregate

6.6. Indemnification. To the extent authorized by Arizona law, each party (the "Indemnifying Party") will indemnify and hold harmless the other party (the "Indemnified Party") from and against liabilities, damages, losses, costs and expenses, including reasonable attorney fees, suffered by the Indemnified Party from or in any claims, suits, actions, or other proceedings brought against the Indemnified Party related to or arising out of this Agreement or the Services performed hereunder, to the extent caused by the negligent or other wrongful act or omission of the Indemnifying Party.

6.7. Changes. All Change Orders, Contract Extensions, Supplemental Agreements, and/or Amendments are subject to FAA and State Aeronautics approval prior to their execution.

SECTION 7 - REQUIRED FEDERAL CLAUSES

7.1. Access to Records and Reports (Reference: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38).

The CONSULTANT must maintain an acceptable cost accounting system. The CONSULTANT agrees to provide the SPONSOR, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The CONSULTANT agrees to maintain all books, records, and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

7.2. Breach of Contract Terms (Reference: 2 CFR § 200 Appendix II(A)). Any violation or breach of terms of this contract on the part of the CONSULTANT or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

SPONSOR will provide CONSULTANT written notice that describes the nature of the breach and corrective actions the CONSULTANT must undertake in order to avoid termination of the contract. SPONSOR reserves the right to withhold payments to CONSULTANT until such time the CONSULTANT corrects the breach or the SPONSOR elects to terminate the contract. The SPONSOR's notice will identify a specific date by which the CONSULTANT must correct the breach. SPONSOR may proceed with termination of the contract if the CONSULTANT fails to correct the breach by deadline indicated in the SPONSOR's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

7.3. Civil Rights - General (Reference: 49 USC § 47123)

7.3.1. General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the CONSULTANT agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

7.3.2. Specific Clause that is used for General Contract Agreements

The above provision binds the CONSULTANT and subcontractors from the bid solicitation period through the completion of the contract.

7.3.3. Specific Clause that is used for Lease Agreements or Transfer Agreements

If the CONSULTANT transfers its obligation to another, the transferee is obligated in the same manner as the CONSULTANT.

The above provision obligates the CONSULTANT for the period during which the property is owned, used or possessed by the CONSULTANT and the airport remains obligated to the Federal Aviation Administration.

7.4. Civil Rights - Title VI Assurances (49 USC § 47123, FAA Order 1400.11)

7.4.1. Title VI Solicitation Notice. The SPONSOR, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

7.4.2. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age

Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

7.4.3. Compliance with Nondiscrimination Requirements. During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees as follows:

- a. Compliance with Regulations:** The CONSULTANT will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b. Non-discrimination:** The CONSULTANT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the

CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

- d. **Information and Reports:** The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of a CONSULTANT'S noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 1. Withholding payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or
 - 2. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. **Incorporation of Provisions:** The CONSULTANT will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the CONSULTANT may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

7.5. Clean Air and Water Pollution Control (Reference: 2 CFR Part 200, Appendix II(G), 42 USC § 7401, et seq, 33 USC § 1251, et seq). CONSULTANT agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The CONSULTANT agrees to report any violation to the SPONSOR immediately upon discovery. The SPONSOR assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

CONSULTANT must include this requirement in all subcontracts that exceed \$150,000.

7.6. Debarment and Suspension (Reference: 2 CFR part 180 (Subpart B), 2 CFR part 200 Appendix II(H), 2 CFR part 1200, DOT Order 4200.5, Executive Orders 12549 and 12689)

7.6.1. Bidder or Offeror Certification

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

7.6.2. Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONSULTANTS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the PROJECT is not presently debarred or otherwise disqualified from participation in this federally-assisted PROJECT. The successful bidder will accomplish this by:

- a. Checking the System for Award Management at website: <http://www.sam.gov>
- b. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
- c. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

7.7. Disadvantaged Business Enterprises (Reference: 49 CFR PART 26)

7.7.1. Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of **responsiveness**:

The SPONSOR’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- a. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- b. A description of the work that each DBE firm will perform;

- c. The dollar amount of the participation of each DBE firm listed under (a)
- d. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (a) to meet the SPONSOR's project goal; and
- e. If Bidder or Offeror cannot meet the advertised PROJECT DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of bidder responsibility:

The SPONSOR's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening:

- a. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- b. A description of the work that each DBE firm will perform;
- c. The dollar amount of the participation of each DBE firm listed under (a)
- d. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (a) to meet the SPONSOR's project goal; and
- f. If Bidder or Offeror cannot meet the advertised PROJECT DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

7.7.2. Solicitation Language (Race/Gender Neutral Means). The requirements of 49 CFR part 26 apply to this contract. It is the policy of the SPONSOR, to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The SPONSOR encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

7.7.3. Prime Contracts (Contracts covered by a DBE Program)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (49 CFR § 26.13) – The CONSULTANT, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the SPONSOR deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR §26.29) – The prime CONSULTANT agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime CONSULTANT receives from the SPONSOR. The prime CONSULTANT agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the SPONSOR. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f)) – The prime CONSULTANT must not terminate a DBE subcontractor listed in response to 7.7.1 (or an approved substitute DBE firm) without prior written consent of SPONSOR. This includes, but is not limited to, instances in which the prime CONSULTANT seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the CONSULTANT obtains written consent from the SPONSOR. Unless SPONSOR consent is provided, the prime CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

SPONSOR may provide such written consent only if SPONSOR agrees, for reasons stated in the concurrence document, that the prime CONSULTANT has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to SPONSOR its request to terminate and/or substitute a DBE subcontractor, the prime CONSULTANT must give notice in writing to the DBE subcontractor, with a copy to SPONSOR, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime CONSULTANT must give the DBE five days to respond to the prime CONSULTANT’s notice and advise SPONSOR and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why SPONSOR should not approve the prime contractor’s action. If required in a particular case as a matter of public necessity (e.g., safety), SPONSOR may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

7.8. Distracted Driving (Reference: Executive Order 13513, DOT Order 3902.10)

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the SPONSOR encourages the CONSULTANT to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the PROJECT. The CONSULTANT must include the substance of this clause in all sub-tier contracts exceeding \$10,000 and involve driving a motor vehicle in performance of work activities associated with the PROJECT.

7.9. Domestic Preferences for procurements (Reference: 2 CFR § 200.322, 2 CFR Part 200, Appendix II(L))

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

7.10. Equal Employment Opportunity (EEO) (2 CFR Part 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246)

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the CONSULTANT agrees as follows:

(1) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

(4) The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONSULTANT will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the

Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

7.11. Federal Fair Labor Standards Act (Federal Minimum Wage) (Reference: 29 USC § 201, et seq, 2 CFR § 200.430). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

7.12. Lobbying and Influencing Federal Employees (Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(I) 49 CFR part 20, Appendix A)

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to

file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7.13. Occupational Safety and Health Act of 1970 (Reference: 20 CFR part 1910). All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

7.14. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200, Appendix II(K), 2 CFR § 200.216). CONSULTANT and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

7.15. Certification of Offeror/Bidder regarding Tax Delinquency and Felony Convictions (Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts, DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions)

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FEDERAL CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- 2) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency

suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

7.16. Termination of Contract (Reference: 2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09)

7.16.1. Termination for Convenience (Professional Services)

The SPONSOR may, by written notice to the CONSULTANT, terminate this Agreement for its convenience and without cause or default on the part of CONSULTANT. Upon receipt of the notice of termination, except as explicitly directed by the SPONSOR, the CONSULTANT must immediately discontinue all services affected.

Upon termination of the Agreement, the CONSULTANT must deliver to the SPONSOR all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the CONSULTANT under this contract, whether complete or partially complete.

SPONSOR agrees to make just and equitable compensation to the CONSULTANT for satisfactory work completed up through the date the CONSULTANT receives the termination notice. Compensation will not include anticipated profit on non-performed services.

SPONSOR further agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

7.16.2. Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a. **Termination by SPONSOR:** The SPONSOR may terminate this Agreement in whole or in part, for the failure of the CONSULTANT to:

- (1) Perform the services within the time specified in this contract or by SPONSOR approved extension;
- (2) Make adequate progress so as to endanger satisfactory performance of the PROJECT;
- (3) Fulfill the obligations of the Agreement that are essential to the completion of the PROJECT.

Upon receipt of the notice of termination, the CONSULTANT must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the CONSULTANT must deliver to the SPONSOR all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the CONSULTANT under this contract, whether complete or partially complete.

SPONSOR agrees to make just and equitable compensation to the CONSULTANT for satisfactory work completed up through the date the CONSULTANT receives the termination notice. Compensation will not include anticipated profit on non-performed services.

SPONSOR further agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the SPONSOR determines the CONSULTANT was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the SPONSOR issued the termination for the convenience of the SPONSOR.

b. **Termination by CONSULTANT:** The CONSULTANT may terminate this Agreement in whole or in part, if the SPONSOR:

- (1) Defaults on its obligations under this Agreement;
- (2) Fails to make payment to the CONSULTANT in accordance with the terms of this Agreement;
- (3) Suspends the PROJECT for more than [180] days due to reasons beyond the control of the CONSULTANT.

Upon receipt of a notice of termination from the CONSULTANT, SPONSOR agrees to cooperate with CONSULTANT for the purpose of terminating the agreement or portion thereof, by mutual consent. If SPONSOR and CONSULTANT cannot reach mutual agreement on the termination settlement, the

CONSULTANT may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the SPONSOR's breach of the contract.

In the event of termination due to SPONSOR breach, the CONSULTANT is entitled to invoice SPONSOR and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the CONSULTANT through the effective date of termination action. SPONSOR agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause

7.17. Trade Restriction Certification (Reference: 49 USC § 50104, 49 CFR Part 30)

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- (1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- (2) has not knowingly entered into any contract or subcontract for this PROJECT with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- (3) has not entered into any subcontract for any product to be used on the Federal on the PROJECT that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, USC § 1001.

The Offeror/CONSULTANT must provide immediate written notice to the SPONSOR if the Offeror/CONSULTANT learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The CONSULTANT must require subconsultants provide immediate written notice to the CONSULTANT if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subconsultant:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- (2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

- (3) who incorporates in the public works PROJECT any product of a foreign country on such USTR list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a CONSULTANT is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The CONSULTANT may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the CONSULTANT or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the SPONSOR cancellation of the contract or subcontract for default at no cost to the SPONSOR or the FAA.

- 7.18. Veteran's Preference (Reference: 49 USC § 47112(c)).** In the employment of labor (excluding executive, administrative, and supervisory positions), the CONSULTANT and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

SECTION 8 - SPECIAL PROVISIONS, TASK ORDERS & SCHEDULES

- 8.1.** This Agreement is subject to the following special provisions.
 - 8.1.1.** This Agreement is supported by a SPONSOR'S resolution stipulating that CONSULTANT is authorized to perform the services as outlined in Task Orders to this contract.
 - 8.1.2.** The SPONSOR'S obligation to make payment under this Agreement is wholly conditional on the funding of the PROJECT, including all engineering services, by the U.S. Department of Transportation. This Agreement shall, upon such funding, be supported by a SPONSOR'S Resolution appropriating the funds to pay for the services to be rendered by CONSULTANT. However, if the FAA is willing to fund the PROJECT and the SPONSOR decides to abandon or postpone the PROJECT, the monies owed the CONSULTANT shall be due and payable by the SPONSOR within 30 days of the above decision.
 - 8.1.3.** This Agreement includes the provisions of Arizona Executive Order 75-5, dated April 28, 1975.
 - 8.1.4.** The duly authorized representatives of the State shall have access to any books, documents, papers and records of the CONSULTANT that are in any way pertinent to this

Agreement for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspection, audits, examinations, excerpts and transcriptions.

8.1.5. Reimbursement for CONSULTANT'S travel costs will be in accordance with the limits and rates of the ADOA Travel Policy.

8.2. This Agreement, together with the Task Orders and schedules identified above constitute the entire agreement between SPONSOR and CONSULTANT and supersede all prior written or oral understandings.

This Agreement and said Task Orders and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

SPONSOR:
TOWN OF SPRINGERVILLE, ARIZONA

CONSULTANT:
ARMSTRONG CONSULTANTS, INC.

Tim Rasmussen, Town Manager

Dennis A. Corsi, Vice President, Area Manager

Federal Clause Check List

Meaning of cell values

- Info – Sponsor has discretion on whether to include clause in its contracts.
- Limited – Provision with limited applicability depending on circumstances of the procurement.
- n/a – Provision that is not applicable for that procurement type.
- NIS – Provision that does not need to be included or referenced in the solicitation document
- REF – Provision to be incorporated into the solicitation by reference.
- REQD - Provision the sponsor must incorporate into procurement documents.

Table 1 – Applicability of Provisions

Provisions/Clauses	Dollar Threshold	Solicitation	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
Access to Records and Reports	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
Affirmative Action Requirement	\$10,000	REQD	Limited	REQD	Limited	Limited	n/a
Breach of Contract	\$250,000	NIS	REQD	REQD	REQD	REQD	n/a
Buy American Preferences	\$ 0	REF	Limited	REQD	REQD	Limited	n/a
(1) Buy American Statement	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(2) Construction	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(3) Equipment/Building Projects	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
Civil Rights – General	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
Civil Rights - Title VI Assurances	\$ 0	REF	REQD	REQD	REQD	REQD	REQD
(1) Notice - Solicitation	\$ 0	REQD	REQD	REQD	REQD	REQD	REQD
(2) Clause - Contracts	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
(3) Clause – Transfer of U.S. Property	\$ 0	NIS	n/a	n/a	n/a	Limited	REQD
(4) Clause – Transfer of Real Property	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(5) Clause - Construct/Use/Access to Real Property	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(6) List – Pertinent Authorities	\$0	NIS	REQD	REQD	REQD	REQD	REQD
Clean Air/Water Pollution Control	\$150,000	NIS	REQD	REQD	REQD	REQD	n/a
Contract Work Hours and Safety Standards	\$100,000	NIS	Limited	REQD	Limited	Limited	n/a
Copeland Anti-Kickback	\$ 2,000	NIS	Limited	REQD	Limited	Limited	n/a
Davis Bacon Requirements	\$ 2,000	REF	Limited	REQD	Limited	Limited	n/a
Debarment and Suspension	\$25,000	REF	REQD	REQD	REQD	Limited	n/a
Disadvantaged Business Enterprise	\$ 250,000	REF	REQD	REQD	REQD	REQD	n/a
Distracted Driving	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
Domestic Preferences for Procurements	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
Equal Employment Opportunity	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(1) EEO Contract Clause	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(2) EEO Specification	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
Federal Fair Labor Standards Act	\$ 0	REQD	REQD	REQD	REQD	REQD	Info
Foreign Trade Restriction	\$ 0	REQD	REQD	REQD	REQD	REQD	n/a

Provisions/Clauses	Dollar Threshold	Solicitation	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
Lobbying Federal Employees	\$ 100,000	REF	REQD	REQD	REQD	REQD	n/a
Occupational Safety and Health Act	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	\$0	NIS	REQD	REQD	REQD	REQD	Info
Prohibition of Segregated Facilities	\$10,000	REF	Limited	REQD	Limited	Limited	n/a
Recovered Materials	\$10,000	REF	Limited	REQD	REQD	Limited	n/a
Rights to Inventions	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Seismic Safety	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Tax Delinquency and Felony Conviction	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
Termination of Contract	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
Veteran's Preference	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a

Airport Concessions Disadvantage Business Enterprise (ACDBE) Notes:

1. Language relative to solicitation for ACDBEs does not need to be included in AIP funded solicitations, since in no case are concessions activities funded with federal funds.
2. Airport Sponsors must include the appropriate Civil Rights – Title VI language in their solicitation notices when they seek proposals for concessions.
3. For ACDBE agreements, use the column for *Non-AIP Contracts*.

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Kelsi Miller, Town Clerk
DATE: 07/10/2023
SUBJECT: RFQ Website Award

SUGGESTED MOTIONS:

I motion to award the RFQ for the website redesign, hosting, and maintenance to GovBuilt for an amount not to exceed \$10,000 for implementation and an amount not to exceed \$3,750 for annual hosting and support and authorize the Town Manager to negotiate a contract.

OR I motion to not approve.

OR I motion to table this item.

STAFF REPORT

Mayor and Council,

The Town of Springerville's current website contract expires in September. We advertised an RFQ for redesign, hosting, and maintenance. We received 20 responses! After reviewing the responses and research on the companies, we are making the recommendation to move forward with Govbuilt.

Attachments:

Result Tally Sheet
GovBuilds Response
RFQ

Town of Springerville

RFQ for Website redesign, hosting, and maintenance

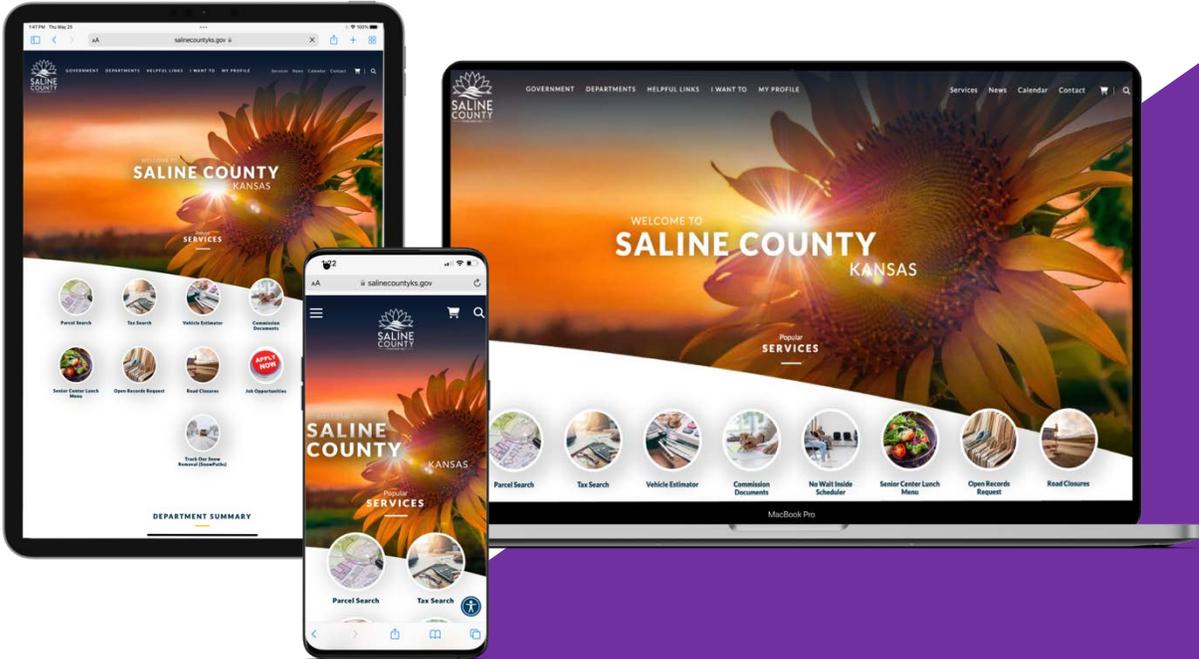
RFQ Submittal Deadline June 29, 2023 4:00 p.m.



Company	Contact Name	Redesign Amount	Monthly Maint. Amount
Best Website LLC	Sally Davis	\$14,200	\$172
Clarence Website Design LLC	Clarence Augustin	\$15,000	\$249.75
GHD Digital	Michelle Teichman	\$21,734	\$631.33
Louder Design	Sulen Subramaniam	\$26,000	\$800-\$1,000
Rivendell International Inc.	Andrew Aurbach	\$26,600	\$500
Marketing Alliance	David Petr	\$27,100	\$160/hour
Compunnel	Ashish Yadav	\$64,000	\$2,500
vTech Solutions	Anisha Vataliya	\$60,000	\$1,333
Brand2	Alfe Robles	\$47,875	\$1875
CodeBorder	Abraar Arique Diganto	\$21,000	\$625
CueCamp	Michel Sharritt	\$76,559	\$125/hour
GovBuilt	William Velasco	\$9950	Included first year, \$312 after
Set sail Interactive	Tom Richards	\$38,700	\$165
Revize	Joseph Nagrant	\$10,410	\$433 Maint plus \$325 investment
Orlando Spencer	Orlando Spencer	\$74,160	\$3,605
B.E.S Technology	Paul Buede	\$34,600	\$537
MuniWeb	Lisa Purr	\$10,710	\$200
Plantereia Media	Tyler Coffin	\$46,750	\$425
Mass Inbound	Teddy Watts	\$5,470	\$575-2159.20
Pathak InfoTech	Pathek Keval	\$8,000	Included

Website Redesign Proposal

RFQ Response for Website Development, Hosting and Maintenance – Town of Springerville, AZ



GOVBUILT

TOMORROW'S GOVERNMENT BUILT TODAY

June 29, 2023

Tim Rasmussen
Springerville, AZ
Town Administrator

Dear Tim,

Imagine a website that not only captures the essence of Springerville but also transforms the way your citizens interact with their local government. At GovBuilt, we share your vision of enhancing the town website with captivating design, seamless navigation, and an array of online services. While your current solution has served its purpose, it's time to break free from its limitations and embrace a new era of digital excellence.

We understand that the prospect of integrating new services into your website comes with daunting costs and time constraints. That's where GovBuilt comes in. With our unrivaled expertise in collaborating with government agencies and our groundbreaking "API first" approach, we are poised to help you embark on a journey towards a modern, streamlined, efficient, and user-friendly online solution.

Enclosed within this proposal is an overview that details how GovBuilt will revolutionize your community engagement, seamlessly integrate with your existing applications, and facilitate interdepartmental communication. We have carefully considered the needs and priorities of your stakeholders, ensuring that our solution addresses them comprehensively.

Rest assured, we are confident that GovBuilt offers the ultimate solution to enhance your business operations and provide seamless public access to a wide range of quality services. By joining forces with us, you'll elevate your online presence to new heights, strengthening your bond with the community you serve.

Should you have any inquiries regarding this proposal or the subsequent phases of our partnership, please do not hesitate to reach out to William Velasco, our dedicated point of contact, at (785) 227-0584 or william@govbuilt.com

We sincerely appreciate your consideration of GovBuilt as your trusted digital transformation partner. Together, let's unleash the full potential of Springerville's online presence and deliver an unparalleled experience to your citizens.

Thank you,

William Velasco
GovBuilt LLC
william@govbuilt.com
785-227-0584

GovBuilt Company Experience



Experience of the Firm

Step into the world of GovBuilt, where passion, expertise, and innovation converge to redefine the government experience. Established in 2019, we are a dynamic and privately held corporation headquartered in the vibrant city of Manhattan, Kansas. What sets us apart? Our founders bring to the table an impressive track record of over 40 years of combined public sector experience. They intimately understand the challenges faced by government cities and counties like yours.

GovBuilt was born—an embodiment of their unwavering determination to revolutionize the digitization of regulatory processes and propel government entities into the future. Our mission is to equip you with cutting-edge technology, empowering you to achieve more with less funding.

Join us on this exhilarating journey as we bridge the gap between affordability and functionality, leaving no stone unturned in our pursuit of delivering unparalleled solutions to government entities like yours. Together, let's unlock the limitless potential that lies within your organization, paving the way for a brighter, more efficient, and cost-effective future.



Matt Kenney
CTO

18 Years' Experience



Robert Disberger
VP of Sales

18 Years' Experience



Tim Grant
Operations Director

25 Years' Experience

Empowering Civic Engagement

Governments bear the responsibility of serving their community, a duty that has become even more apparent in the face of the current pandemic. The crisis has underscored the crucial need for government agencies to facilitate access to civic services beyond the confines of administrative buildings. Recognizing this urgency, community leaders are actively pursuing the modernization of online access and services for their constituents. It is imperative that these online services be comprehensive, striving to replicate the care and collaboration experienced through in-person interactions. The following are key aspects of civic engagement that highlight the arduous efforts required of government officials:

- **Ensuring Government Accessibility:** By embracing digital platforms, government officials enable people and businesses to engage and manage essential civic functions from anywhere, at any time, and in any manner they prefer. This approach ensures that citizens have convenient and flexible access to the services they need, transcending physical barriers.
- **Embracing Modernization:** Governments must adapt to meet the expectations of an E-Commerce world. This entails empowering citizens to play a more significant role in defining how, when, and where they utilize public assets, thereby fostering urban innovation. By providing opportunities for active involvement, officials strive to keep pace with the ever-evolving technological landscape.
- **Building Trust and Engagement:** Leveraging the prevalence of mobile devices, government officials can enable self-service capabilities for the public, ensuring they can access services 24/7 from the comfort of their homes, workplaces, or while traveling. This fosters a sense of trust, confidence, and involvement, as citizens have the autonomy to engage with government services on their own terms.



How GovBuilt Can Help...

Springerville seeks a modern, comprehensive, and integrated solution to enhance its online website presence and deliver responsive, transparent government services through an intuitive website. Recognizing the inadequacy of the current system, GovBuilt understands the town's desire to improve the user experience, simplify content management, and elevate citizen-centric information and customer service, all while maintaining high standards of design quality and visual appeal.

To address these needs, GovBuilt proposes its Software as a Service (SaaS) Applications as the ideal solution to achieve your project goals. Our SaaS solution incorporates diverse modules and workflows within a unified platform.

This integrated approach ensures that citizens enjoy 24/7 access to government website services, while your staff benefits from an automated system that eliminates manual processes and streamlines business operations. The GovBuilt modules are scalable, enabling them to adapt and grow alongside the town, forging a long-term and successful partnership.

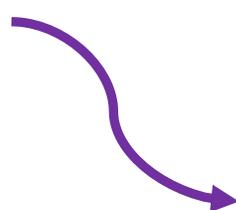
What sets GovBuilt apart is our exceptional project team staff, boasting a collective experience of over 50 years and a deep understanding of the local area. Our insights, combined with our extensive expertise in Government Software and web development, give us a unique skill set to deliver the best possible solution for Springerville.

By partnering with GovBuilt, Springerville will embark on a transformative journey towards a user-friendly, efficient, and citizen-focused online platform. Together, we can achieve the town's vision of providing superior government services, fostering transparency, and creating meaningful connections with the community.

We have repeatedly helped Cities and Counties transform from older platforms to the latest and greatest. Check out some design examples below:



Before GovBuilt



After GovBuilt



Solution Overview

GovBuilt delivers exceptional implementation services at a cost-effective rate that aligns with the town's budgetary requirements.

Our cloud-based platform is a market leader in the industry. With a strong foundation built upon over 40 years of public-sector experience, our Applications offer a comprehensive set of features and functionalities specifically tailored for government organizations. We prioritize modularity in our platform approach, allowing organizations to build an enterprise platform consisting of individual components that seamlessly integrate with solutions from any vendor. Integration lies at the core of our platform technology, ensuring a cohesive and unified system.

ADA Section 508 Compliance

GovBuilt provides highly compliant sites based on WCAG 2.0 A and AA guidelines, which exceed ADA accessibility requirements. GovBuilt will provide a modern website design while meeting accessibility standards for all users. Each portal will be launched with UserWay's tools <https://userway.org/>

- We will deliver you a site that meets ADA (Section 508) and WCAG 2.0 A and AA levels.
- Our trainers will teach your staff best practices to keep your content and design elements accessible and up-to-date with the latest ADA/WCAG standards.
- If a new regulation requires a code change it will be done automatically with no action needed from you.
- GovBuilt continuously updates our best practices and provides regular updates to clients.
- We install on your site the UserWay widget an AI-powered solution to help people with disabilities.

Uptime

We guarantee an uptime of 99.9% excluding pre-scheduled maintenance hours. We track our uptime using Azure App Insights and can provide detailed reports.

Unmatched Extensibility

GovBuilt knows a goal of any city is a company that has the capability of integrating additional features and functionality that may be identified in the future. GovBuilt gives all updates for free, offers an API First CMS, custom content types, and will partner with Springerville Development team to train them how to create custom modules. With the ability to create custom modules Springerville will have the peace of mind a SaaS company offers while providing the extensibility you normally only get when you develop a custom solution. GovBuilt will provide a development and staging environment for Springerville to test their own modules prior to integration.

Support

Client Support is based in the United States with 24/7/365 days per year.

Our support process can start via phone, text, or chat. A support technician will review all low priority items within 4 hours and communicate within 24 hours, medium priority within 1 hr. review and 4 hr. notification, and critical priority is immediate with continuous updates as we know them. After you launch your Project manager will be your support person while we optimize your setup. After the optimizations are complete, we will transition to our standard support team that can help with day-to-day items. If any items need to escalate to an engineer, they handle this for you. Critical bugs are released within hours, medium between 1 day and 1 week depending on the criticality, and low normally within 2 weeks.

- Standard support hours are 7 am –7 pm CST Monday –Friday
- Emergency support is available 24/7
- Your site is monitored 24/7/365 with technicians standing by if there is an issue

Features and Functionalities



Advanced Forms

Use our drag-and-drop form creator to create and edit forms for your citizens to self-serve. The ease of use will allow you to take online forms in minutes. Take payments, create cases, licenses, create organization only forms, and much more.



Agenda

Create, Edit, and Publish agendas and minutes for multiple departments. Example: City or City Council and Planning and Zoning Committee



Alert

Show notifications on your website on every page or only in the alert center. Set the severity from informational to critical to graphically display to severity to your citizens



Business Directory

Post a graphical directory of businesses in your area for citizens to easily find contact info, photo, and the business's website URL



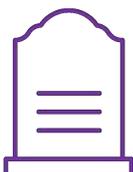
Calendar

Publish events on multiple calendars to inform citizens of upcoming activities in multiple formats. Our drag-and-drop calendar interface makes it easy to create single or recurring events. Use our Calendar Widget to publish calendars on any webpage with relevant events for that department only. Includes built-in Google Calendar Integration to decrease duplicate work



Case

Create a case to track all related records for an event. Including all form submissions, permits, inspections, and custom content types in one place. Communicate with citizens via comments, track admin notes, and attach documents



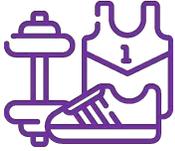
Cemetery Directory

Post a graphical directory of cemeteries in your area for citizens to easily find contact info and the business web site



Citizen Portal

Your citizens will be able to create a profile to keep track of their cases, form submissions, licenses, and payment history. All communication with your citizens can be done securely through their profile.



Classes

Your citizens will be able to sign up for a class, review class details, and be notified of through citizen portal or email. Your staff will be able to add classes, limit number of participants, set custom sign-up requirements, and communicate with the participants.



Common Services

Post a list of common services by department to your site with a site widget to show the list on any page



Facility Management

Post detailed information about your facilities online. Allow citizens to schedule the facility. Integration to the form module allows you to have a custom rental form.



FAQ

Post answers to the most Frequently Asked Questions (FAQs) you receive saving your team members time



License

Our customizable form builder allows citizens to enter contractor, business, mobile food vendor, and other licenses online. Allowing you to track, renew, and interact in our user-friendly web interface.



News

Post news and other informational updates to your citizens. Use our News Widget to place news on any webpage



Newsletter

Post a newsletter on your site, give citizens ability to view the current and all old newsletters.



Non-Profit Directory

Add a directory of nonprofit organizations in your area with contact information, a photo, and description.



Notification Dashboard

A dashboard for on the citizen's profile allowing them to decide on the type of notifications they would like to receive. Giving them options for email and/or SMS notifications based on their preferences.



Ordinances & Resolutions

Create a searchable list of your ordinances and resolutions to reduce calls and questions



Parcel Genealogy

Create and track all parcels in your area including their history as they are split or built into different building types over the history of parcel



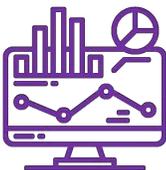
Online Payment

Turn online payments on through one of our multiple payment gateways. Give citizens the ability to pay with ACH or credit cards. Track all your online payments, customize your receipt to meet your needs, give discounts, track offline payments, and have the ability to "Admin Override" to override a payment for a citizen.



Pages

Create custom web pages to post information to your citizens with our drag-and-drop interface. Our page module makes it easy for any skill level to create a web page with our built in widgets. Our HTML and Liquid widgets allow the more advanced users to create custom integrations not possible on other Government CMSs.



Reporting

Allow each user to have their own dashboard customized with our drag-and-drop interface using our chart widgets. Use our ESRI Map Report to show a time based report with map pins of form submissions with ability to integrate your custom ESRI layers. Create custom reports that are searchable, exportable and can be emailed to you on a custom schedule.



School Directory

Add a directory of schools in your area with contact information, a photo, and description.

Engagement Tools

Search

Our custom search module indexes the content on your site to allow citizens to find information without having to call you.

SEO Module

Our SEO module to create custom SEO tags for your pages or content. Set Meta Description, Meta Keywords, Canonical link, Meta Robots, and Custom Meta Tags. Create and publish new site maps on your schedule.

SEO Module Optional Upgrade

GovBuilt can setup an AI powered assistant on your site to help users navigate and reduce calls. The bot will use AI to source your content and learn from questions answered by your citizens to get smarter. The bot can also be seeded with the most common questions and answers you get.

Shopping Cart

Allow your citizens to checkout once with multiple items in one transaction to reduce the convenience fees a citizen has to pay. Our waitlist feature allows citizens to store items they want to wait to purchase. GovBuilt does integrate with Forte and will be able to take all types of payments for online services provided by the City.

Social Media

Create Facebook feed widgets that can be used on any webpage without any code.

Team Members

Create and display detailed contact information for all your staff including their pictures, Facebook, Twitter, and LinkedIn feeds. Organize your team members by department and use our Team member widget to show a listing of staff on any web page without having to create duplicate entries.

Team Member Scheduling

Reduce phone calls and foot traffic by giving the ability for citizens to request meetings with your team members. Ability to set the schedule for each team member separately, set working days, standard break hours, integrate the team member's Google Calendar, and allow your administrative staff to manage the schedule for out-of-office staff.

Workflows

Our customizable workflow and approval process system automates manual tasks streamlining communications saving agencies, business owners, and citizens hundreds of hours per year. Our drag-and-drop interface makes it easy for any skill level to create a workflow while our JavaScript Widgets make it possible for the more advanced user to completely customize or integrate the workflows with external systems.

Design Examples



Saline County, KS

www.salinecountyks.gov

Hannah Stambaugh

Deputy County Administrator

Hannah.stambaugh@saline.org



Hardin County, IA

www.hardincountyia.gov/



Wamego, KS

<https://www.wamego.org/>

Creative Design Process



1

Blueprint/Discovery

To ensure we solve the right problem, we begin with research (analytics + observational research) to deeply understand:

- Your users
- How they see the world
- What's important to them
- How they make decisions

We'll align on your project goals and priorities, understand your brand standards, and look closely at your competitors and noise.

2



User Experience/ Information Architecture

IA and UX are vital for your target market's easy access to what they seek and clear navigation towards action. We'll review and finalize the IA structure and site map prior to commencing the overall site design.

- Create user flows
- Define user decision paths
- Define navigation scheme
- Create site map



3

Design & Content

Our design team will create site and page layouts and we will collaborate closely with your team on refinements.

- Create wireframes
- Design navigation, site and responsive page templates

We'll also work closely with your content team to collect, curate and optimize your content.

4



Build

After finalizing design, content, and page templates, we'll commence coding to ensure accurate visual display across browsers and devices.

- Front end coding for visual display
- Testing in key browsers
- Integrate and customize CMS
- Connect third party services as agreed

With site built, content is migrated based on content planning decisions made previously.

5



QA & Launch

We will conduct final checks before launch to ensure every page, link and function is fully optimized and working flawlessly.

- 125 point launch checklist (includes links, spelling, accessibility, and much, much more)

6



Test & Refine

Hosting & Security

Uptime

We guarantee an uptime of 99.9% excluding pre-scheduled maintenance hours. We track our uptime using Azure App Insights and can provide detailed reports.

Hosting

The GovBuilt Platform is hosted in the Microsoft Azure Cloud. Azure hosts some of the largest applications in the world terms of both size and demand. By leveraging the Azure platform we have full scalability for any growth you may have. Our environment can auto scale as demand increases, giving you peace of mind.

Security

Our security is updated automatically and monitored by Microsoft AI using Azure Front Door to block and report any suspicious activity. Unlike competitors who only run Vulnerability Assessment quarterly or yearly your database has a full Vulnerability Assessment run weekly. Microsoft invests more than \$1 billion annually on cybersecurity research and development.

Advanced Security Option

We offer an advanced security package that on top of industry leading security options included in our base package gives advanced DDoS protection. Our basic protection will protect you from your everyday DDoS events. While the Azure DDoS protection portal will protect your organization from the largest known attacks in the history of the web.

Disaster Recovery

Sites are monitored 24/7/365 with automated alerts for any emergencies. Our solution is fully redundant with the ability to run in multiple regions. Your data is backed up several times a day and replicated across regions.

Bandwidth

GovBuilt offers unlimited bandwidth for standard operations (Exception for cyber-attack)

Updates

Updates happen automatically with little to no down time. You will be notified of any updates that take place out of the normal scheduled window.

GovBuilt Investment Proposal

Pricing is valid for 60 days from May 31, 2023

Statement of Work

Custom website design	Included
Implementation of Modules including one SSL certificate	Included
100 pages of content migration	Included
3 years of data migration of agenda and minutes	Included
Annual hosting fees for the first year	Included
3 online forms with workflows, unlimited forms built by the town	Included
ADA Tools – Userway	Included
1/2 day of content consulting virtual	Included
2 days of virtual training (limit of eight people per session)	Included
Post Go-Live Remote Training - 1 Day - 90 days after website launch	Included
Unlimited 24/7/365 support 7am to 7pm by phone, chat or email. Emergency support available for after hours.	Included
200 gigs of storage	Included
ESRI Online GIS Integration	Included

Cost

	One-Time Cost	Annual Hosting and Support
Implementation Website, Forms Center and Workflows	\$15,750	
Arizona Discount	\$5,800	
Total First Year Investment	\$9,950	
2 nd Year Annual		\$3,750

Optional Enhancements

	One-Time	Annual Subscription
Department Header Package (For example: the chamber may want to join the town's website project)	\$2,600	\$600
Complex Form Creation per Form/Workflow	\$1,500	
Additional blocks of 50 Pages of Content Migration	\$1,000	
Additional Day of Training or Consulting remote	\$1,100	
Additional Day of Training or Consulting onsite	\$1,500	

Requested Features:	GovBuilt Response
Alerts & Notifications – Ability to display alerts prominently on the website, either on every page or on specific pages.	Yes
Archive Center - Store agendas, minutes, newsletters, and other documents	Yes
ADA Compliance - Latest updates to Section 508 of the Rehabilitation Act of 1973 applied to the design and management of the new website. System should alert to non-compliant content.	Yes
Browser-based Administration - Update, delete and create content from any device with internet access	Yes
Calendar - Update/publish calendars for departments/categories with a main calendar to display all events	Yes
Database Customization - Ability to create custom tables and upload data	Yes
Departmental Home Pages - Ability for departments to have dedicated pages within the site that follow the same design as the other interior pages, mappable to domains other than the main county domain.	Yes
Directories for Staff - Ability to allow citizens to search for staff department information	Yes
Document Center - Upload/download capability for files up to 1GB, back-end ability to search within published and unpublished documents with the ability to limit file types	Yes
Fillable PDF Documents - Ability to fill and digitally sign PDF documents with option for approval process	Yes
Image Center - Store images in a logical location on the website. On-the-fly photo inserting into content, like copy and paste. Allow limiting photo file size and dimension by automatically resizing if necessary.	Yes
Templates - Basic easy-to-use layouts for photos and paragraphs on general content pages	Yes
News & Announcements - Post news releases or updates to relevant pages based on category	Yes
Online Forms - Create unlimited customizable forms	Yes
Printable Pages - Print-friendly function	Yes
Responsive Web Design - Fully mobile responsive design - site adjusts to the screen size of all devices it's being viewed on, including forms, calendars, etc.	Yes
RFP/RFO/Bid Posting - Allow for easy posting of bids to the site	Yes
Sharing Capability - Links to share content via email and social media	Yes
Site Search - Internal site search engine and log of search terms	Yes
Social Media Interface - Display social media feeds, press releases, blogs, newsletters.	Yes
Security:	
Town of Springerville keeps full control of our domains	Yes
Uses a secure content management system	Yes
Test Site - Ability to test functionality and content prior to publication	Yes
Tiny URL Creator – For creating simple and small URLs for marketing	Yes
Themes – Ability to change themes and customize CSS	Yes
System Requirements:	
Web site will be hosted by the selected vendor	Yes
Web site ADA compliant	Yes
Multi browser support	Yes
Responsive design (mobile friendly)	Yes
Service Level 99.9%	Yes



REQUEST FOR QUALIFICATIONS (RFQ)

WEBSITE DEVELOPMENT, HOSTING, AND MAINTENANCE

**Town of Springerville
418 E Main Street
Springerville, Arizona 85938
www.springervilleaz.gov**

RFQ DUE BY 6/29/2023 4:00 PM

Persons with disabilities may request a reasonable accommodation, by contacting the 504/ADA Coordinator for the Town of Springerville at (928)-333-2656. Please make all requests as early as possible so as to allow time to arrange the accommodation.

The Town of Springerville is an Affirmative Action/Equal Opportunity Employer.

INTRODUCTION

The Town of Springerville (Town) hereby invites you to submit qualification statements from interested persons to perform contracted website development, hosting, and maintenance.

Respondents to the Request for Qualifications (hereinafter referred to as RFQ) must submit a written statement of qualifications to the Town Clerk's Office by 4:00 pm (Arizona time) on June 29, 2023.

Qualifications can be delivered or mailed to the Town Clerk Office, Town of Springerville, 418 E Main St, Springerville, AZ 85938 or can be sent via email to kmillier@springervilleaz.gov.

RFQ's should be prepared simply and economically, providing a straightforward concise description of provider capabilities to satisfy the requirements of this RFQ.

Any questions regarding this RFQ should be directed to Timothy Rasmussen, Town Manager at (928) 333-2656 ext. 226 or via email to trasmussen@springervilleaz.gov.

The Town may choose to use multiple review methods (including interviews) to select the best proposer. The Town will evaluate each received qualification statement. The Town may elect to offer the contract to multiple parties. The Town reserves the right to reject any and all proposals and statements and to reissue this RFQ at any time prior to the execution of a contract if, in the Town's sole opinion, it is in the Town's best interest to do so.

Project Description

The Town of Springerville is seeking to update its public website to enhance the user experience, simplify content management, and provide improved citizens-centric information and customer service to its community while meeting high standards for design quality and visual appeal. The Town would like decentralized content management empowering our staff to easily create and manage website content in each department under the oversight of a central administrator. The new website must be ADA-compliant. The Town seeks the assistance of an experienced company that can accomplish the goals of the Town with all the functionality identified in this RFQ. The Town also seeks a company that has the capability of integrating additional features and functionality that may be identified in the future. The Town would like a vendor to provide hosting services for the website in a secure data center. The experienced company should have a team of experts who understand local government, to help us achieve our vision – all while providing support.

Requested Features

The information below represents requested functional capabilities in the selected content management system. This list is not all inclusive, so other functionality may be recommended or added. The Town's new website vendor must be able to provide at a minimum, the components shown.

- Alerts & Notifications – Ability to display alerts prominently on the website, either on every page or on specific pages.
- Archive Center - Store agendas, minutes, newsletters, and other documents
- ADA Compliance - Latest updates to Section 508 of the Rehabilitation Act of 1973 applied to the design and management of the new website. System should alert to non-compliant content.
- Browser-based Administration - Update, delete and create content from any device with internet access
- Calendar - Update/publish calendars for departments/categories with a main calendar to display all events
- Database Customization - Ability to create custom tables and upload data
- Departmental Home Pages - Ability for departments to have dedicated pages within the site that follow the same design as the other interior pages, mappable to domains other than the main county domain.
- Directories for Staff - Ability to allow citizens to search for staff department information
- Document Center - Upload/download capability for files up to 1GB, back-end ability to search within published and unpublished documents with the ability to limit file types
- Fillable PDF Documents - Ability to fill and digitally sign PDF documents with option for approval process
- Image Center - Store images in a logical location on the website. On-the-fly photo inserting into content, like copy and paste. Allow limiting photo file size and dimension by automatically resizing if necessary.
- Templates - Basic easy-to-use layouts for photos and paragraphs on general content pages
- News & Announcements - Post news releases or updates to relevant pages based on category
- Online Forms - Create unlimited customizable forms
- Printable Pages - Print-friendly function
- Responsive Web Design - Fully mobile responsive design - site adjusts to the screen size of all devices it's being viewed on, including forms, calendars, etc.
- RFP/RFQ/Bid Posting - Allow for easy posting of bids to the site
- Sharing Capability - Links to share content via email and social media
- Site Search - Internal site search engine and log of search terms
- Social Media Interface - Display social media feeds, press releases, blogs, newsletters.

Security

- Town of Springerville keeps full control of our domains

- Uses a secure content management system
- Test Site - Ability to test functionality and content prior to publication
- Tiny URL Creator – For creating simple and small URLs for marketing
- Themes – Ability to change themes and customize CSS

SYSTEM REQUIREMENTS

1. Web site will be hosted by the selected vendor
2. Web site ADA compliant
3. Multi browser support
4. Responsive design (mobile friendly)

FORMAT FOR PROPOSAL

The Town of Springerville will evaluate vendor experience, qualifications, and capabilities for developing and implementing a new website for Springerville. The Responders should submit a written narrative addressing each of the items below:

1. Executive Summary
 - a. Overview and summary of how your company will assist Springerville in achieving the goals outlined in this RFQ
2. Company Profile
 - a. Company overview (Legal name of company, brief company history, highlight experience working with local governments, length of time the company has been in business, number of current employees)
 - b. Name, telephone number, and email address for the main point of contact during RFQ process

One-source vendors are preferred. If utilizing subcontractors for any portion of the project including engineering, design or support, provide key personnel and company information.

3. Implementation Plan
 - a. Typical timeline/schedule, detailed explanation of all project phases including consultation, design, development, milestones, content migration, training, and implementation.
4. Ongoing Services
 - Continuing Service & Support
 - Technical support services - emergency and non-emergency availability.
 - Availability of online training manuals and ongoing support.
 - Describe product release, enhancement and upgrade process.
 - Customer Service - Statement of customer service guarantees.
 - Hosting & Security

Service Level 99.9% uptime (outside of scheduled maintenance)
Data Center
Automated software updates and security patches, redundant firewall solutions
Disaster Recovery

5. Price Proposal

All-inclusive/Lump Sum pricing is requested. Pricing should include:

- a. Development and implementation, including:
 - CMS Software
 - Number of pages for content migration & enhancement
 - Number of days/hours of training – Specify if virtual or on-site. If on-site, indicate if travel is included or a separate cost
 - Additional included products and/or functionality
- b. Annual services, including:
 - Hosting & security
 - Maintenance
 - Technical Support

TERM OF CONTRACT:

- a. Initial Term: The initial term of the contract shall be for three-years commencing on the date the offer was accepted by the Town of Springerville, unless terminated, canceled or extended as otherwise provided herein as provided for in A.R.S. 31 § 121
- b. Contract Extension: Upon mutual agreement, this contract may be renewed up to (4) additional one-year terms or portions thereof.
- c. Modifications to Contract: In the event that Town of Springerville exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of rate adjustments and minor scope additions and/or deletions that may be agreed upon.

PUBLIC RECORD: All proposals submitted in response to this request shall become the property of the Town of Springerville and shall become a matter of public record available for review subsequent to the award notification.

CONFIDENTIAL INFORMATION: If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld, then the Procurement Manager should be so advised in writing (price is not confidential and will not be withheld). The Procurement Manager shall review all requests for confidentiality and provide a written determination. If the confidential request is denied,

such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.

PROTESTS

Any complaints of perceived inequities related to this RFP shall be submitted to Kelsi Miller, Town Clerk at the address listed in this RFP within five (5) days after notification of the selected party.

GENERAL TERMS AND CONDITIONS OF THE CONTRACT:

Any Respondent entering into a contract with the Town must agree to a number of general terms and conditions.

1. Compliance with Laws: In performing this contract, Respondent shall comply with applicable laws, ordinances, rules, regulations, and codes of Federal, State and local governments, including, but not limited to, the Arizona Worker's Compensation Act and all Federal and State tax laws. Because respondent will be acting as an independent contractor, the Town assumes to responsibility for Respondent's acts. The successful Respondent shall comply fully with applicable laws, regulations, and codes governing non-discrimination in public accommodations and commercials facilities including, without limitation, the requirements of the Americans with Disabilities Act and all regulations thereunder.

2. Non-Waiver of Liability: The Town of Springerville, as a public entity supported by tax money, in execution of its public trust, cannot agree to waive any lawful or legitimate right to protect the public treasury and the right of the taxpaying public to recover amounts lawfully due it. Therefore, any Respondent submitting a Submittal herein agrees that it will not insist upon or demand any statement whereby the Town agrees to limit in advance or to waive any right the Town might have to recover actual lawful damages in any court of law under applicable Arizona law. The Town may agree to liquidated damages in lieu of certain delay damages.

3. Applicable Laws: Any and all legal disputes arising under the contract or out of the RFQ herein shall be tried according to the law of the State of Arizona and Respondent shall agree that the venue for any such action shall be in the State of Arizona, County of Apache.

4. Organization Employment Disclaimer: Any contract entered into as a result of this RFQ will not constitute, create, give rise to or otherwise recognize a joint venture, agreement or relationship, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth herein. Respondent will agree that no persons, supplied by it in the performance of the contract, are employees of the Town and further agrees that no rights to the Town's civil service, personnel rules and benefits accrue to such persons. Respondent shall be responsible for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, unemployment compensation, other benefits, taxes and premium appurtenant thereto concerning

such persons provided by Respondent in the performance of the contract, and Respondent shall hold the Town harmless with respect thereto.

5. Transactional Conflicts of Interest: Respondents acknowledge that any contract resulting from this RFQ submittal is subject to cancellation by the Town pursuant to the provisions of A.R.S. 38-511.

6. Confidentiality of Information: Respondent shall treat all information furnished by the Town and the results of the project hereunder as confidential. Respondent shall not disclose such information to others without the prior written consent of the Mayor and Council's authorized representative.

7. Compliance with the Immigration Report and Control Act of 1986 ("IRCA"): Respondent understands and acknowledges the applicability of the IRCA. Respondent agrees to comply with IRCA in performing under any contract contemplated by this RFQ and to permit the Town to inspect Respondent's personnel records to verify such compliance.

8. Fund Appropriation Contingency: Respondent recognizes that any contract entered into shall commence upon the day first provided and shall continue in full force and effect until termination in accordance with its provisions. Respondent herein recognizes that the continuation of any contract after the close of any given fiscal year of the Town, which fiscal year ends on June 30th of each year, shall be subject to the approval of the budget of the Town providing for or covering such contract item as an expenditure therein. The Town does not represent that said budget item will be actually adopted, said determination being the determination of the Town Council at the time of the adoption of the budget.

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Tim Rasmussen, Town Manager
DATE: June 28, 2023
SUBJECT: Resolution for Illegal Immigrants

SUGGESTED MOTION:

I move we Adopt Resolution No. 2023-R007.

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF SPRINGERVILLE, APACHE COUNTY, ARIZONA, REGARDING THE ACCEPTANCE, HOUSING, MAINTENANCE, AND/OR SUPPORT OF MIGRANTS, WHETHER LEGAL OR ILLEGAL, WHO HAVE ENTERED THE UNITED STATES OF AMERICA, REGARDLESS OF IMMIGRATION STATUS

STAFF REPORT

Katie Hobbs, Governor of the State of Arizona, ("Governor") has announced her plan to address the flow of migrants into Arizona due to the end of the pandemic era federal policy known as Title 42; and the Governor, by and through her staff, has requested that the Town of Springerville ("Town") and other governmental and public entities in Apache County, Arizona, accept, house, maintain, and support migrants who crossed into the State of Arizona by crossing over its international border with Mexico that the Governor desired to transport to such entities in Apache County, Arizona.

Direction by the Mayor and Council to the Manager to work with the Town Attorney to draft a Resolution addressing the illegal immigrants.

RESOLUTION NO. 2023-R007

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF SPRINGERVILLE, APACHE COUNTY, ARIZONA, REGARDING THE ACCEPTANCE, HOUSING, MAINTENANCE, AND/OR SUPPORT OF MIGRANTS, WHETHER LEGAL OR ILLEGAL, WHO HAVE ENTERED THE UNITED STATES OF AMERICA, REGARDLESS OF IMMIGRATION STATUS

RECITALS:

WHEREAS, Katie Hobbs, Governor of the State of Arizona, (“Governor”) has announced her plan to address the flow of migrants into Arizona due to the end of the pandemic era federal policy known as Title 42; and

WHEREAS, the Governor, by and through her staff, has requested that the Town of Springerville (“Town”) and other governmental and public entities in Apache County, Arizona, accept, house, maintain, and support migrants who crossed into the State of Arizona by crossing over its international border with Mexico that the Governor desired to transport to such entities in Apache County, Arizona; and

WHEREAS, the Town had a population of approximately 1,730 in 2022, and about 240 Town residents (11.6%) were living below the poverty line in 2022, with the median income being approximately \$46,311 in 2022. (Source: <https://www.towncharts.com/Arizona/Economy/Springerville-town-AZ-Economy-data.html>) ; and

WHEREAS, the Town is a small municipality with limited buildings, space, and material resources for housing and support of non-residents with housing and public facility and services concerns for existing residents; and

WHEREAS, the Mayor and Town Council have determined that the Town does not have adequate economic, financial, infrastructure, housing, and other resources to accept, house, maintain, and support migrants.

RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Springerville, Apache County, Arizona, as follows:

The Town of Springerville will not accept, house, maintain, and/or support migrants, whether legal or illegal, who have entered the United States of America, regardless of the immigration status of the migrant(s).

PASSED AND ADOPTED this 19th day of July, 2023, by the Mayor and Council of the Town of Springerville, Arizona.

Shelly Reidhead, Mayor

ATTEST:

Approved as to Form:

Kelsi Miller, Town Clerk

Mangum Wall Stoops & Warden PLLC
Town Attorney

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Tim Rasmussen, Town Manager
DATE: June 26, 2023
SUBJECT: Proposed Drug and Alcohol Policy

SUGGESTED MOTION:

I move that the Town of Springerville adopts the proposed Drug and Alcohol Policy.

or

I move that the Town of Springerville **does not** adopt the proposed Drug and Alcohol Policy.

STAFF REPORT

The current Drug and Alcohol Policy for the Town of Springerville is from 1993. The Town was definitely in need for an updated Drug and Alcohol Policy especially with the legalization of marijuana. Arizona Proposition 207 was a voter initiative that appeared on the November 3, 2020, Arizona general election ballot to legalize cannabis for recreational use.

I. PURPOSE

Town of Springerville is committed to a safe, healthy, and productive work environment for all employees free from the effects of substance abuse. Abuse of alcohol, drugs, or controlled substances impairs employee judgment, resulting in increased safety risks, injuries, and faulty decision making.

II. SCOPE

This policy applies to all employees, including supervisors, directors, and officers of Town. All employees have been issued upon initiation of this policy or upon hire (whichever is later) a copy of the Town policy that describes what substances will be tested for and under what conditions employees will be tested.

III. STATEMENT OF POLICY

To ensure a safe and productive work environment the Town prohibits the use, sale, dispensation, manufacture, distribution or possession of alcohol, drugs, controlled substances, recreational or medical marijuana, or drug paraphernalia on any company premises or work sites. This prohibition includes Town owned vehicles, or personal vehicles being used for Town business or parked on company property. Additionally, The Town of Springerville may take disciplinary action, including termination, for the illegal (under federal or state law) off-duty use, sale, dispensation, manufacture, distribution, or possession of drugs and controlled substances and the illegal use or distribution of alcohol.

An Arizona medical marijuana registered cardholder may not possess or ingest medical marijuana while at work or work while impaired by medical marijuana.

When an employee must take prescription or over-the-counter drugs, the employee must ask the medical professional or pharmacist if the drug has any side effects which may impair the employee's ability to perform the employee's job duties safely or productively. If there is potential impairment of the employee's ability to work safely or productively, the employee must report this information to the supervisor. With input from the employee, the Town will determine if the employee should work in his or her regular job, be temporarily assigned to another job in compliance with applicable state and federal disability right laws, or placed off work.

Furthermore, if the Town has designated a position as safety-sensitive and the Town has a good faith belief that the employee is using any drug, whether legal, decriminalized, or prescribed by a physician, that could cause an impairment while working, or otherwise impact the employee's job performance or ability to perform job duties, then the company may take appropriate action to exclude the employee from the safety-sensitive position. For instance, the Town may assign the employee to another

job or place the employee off work. Any violation of this policy will result in disciplinary action up to and including termination.

IV. EMPLOYEE AND APPLICANT DRUG AND ALCOHOL TESTING

To promote a safe and productive workplace, the Town will conduct the following types of drug and alcohol tests for all employees:

- > Pre-Employment
- > Reasonable Suspicion
- > Post-accident
- > Return-to-Duty/Follow-up Testing

V. CATEGORIES OF EMPLOYEE SUBSTANCE TESTING

Pre-Employment Testing:

All persons seeking employment with Town shall undergo post-offer, pre-employment drug testing. Applicants will be informed that as a condition of employment they must pass a drug screening test.

Applicants who test positive without a legitimate medical reason will be notified that they have not met the standards for employment and will be informed they can have the confirmed positive test re-tested by a government certified lab selected by the applicant.

Reasonable Suspicion Testing:

An employee will be asked to submit to drug and alcohol testing when the employer reasonably suspects the employee is impaired or has used illegal drugs.

Reasonable suspicion testing may result from one of the following examples, and is not limited to the following:

- a) Specific, personal, and articulable observations concerning the employee's speech, walking, standing, physical dexterity, agility, coordination, actions, movement, demeanor, appearance, clothing, odor, or irrational or unusual behavior.
- b) The employee's negligence or carelessness in operating equipment, machinery or production or manufacturing processes; disregard for the safety of the employee or others; involvement in an accident that results in serious damage to equipment, machinery or property, disruption of a production or manufacturing process, or any injury to the employee or others.
- c) Violation of a safety rule or other unsafe work incident which, after further investigation of the employee's behavior, leads the supervisor/manager to believe that the employee's functioning is impaired.
- d) Other physical, circumstantial, or contemporaneous indicators of impairment.

- e) When a supervisor/manager has reasonable suspicion to request testing, the supervisor/manager will arrange to transport the employee to the collection site and will arrange for the employee's transport home.
- f) Town will place the employee on a paid/unpaid leave pending the receipt of drug testing.

Post-accident Testing:

An employee must submit to a drug and alcohol test after an on-the-job accident, including workplace injuries.

An accident for purposes of this policy is defined as an incident or occurrence in which:

- a) The accident involves use of a company vehicle.
- b) The accident involves an employee in a personal vehicle accident while on the job.
- c) An employee who is involved in an accident must immediately report the accident to his or her supervisor/manager.
- d) When a supervisor/manager observes or is notified of an accident as defined above, the supervisor/manager will initiate drug and alcohol testing. The supervisor/manager will order the employee to submit to a urine and/or breath test. The supervisor/manager will arrange to transport the employee to the collection site and will arrange for the employee's transport home.
- e) A Driver will not be allowed to return to work until a confirmed negative test result is received. Town will place the Driver on a paid/non-paid leave pending the receipt of drug testing results. (If the Driver test results are negative, they will be placed on paid leave. If the test results are positive, the Driver will be placed on non-paid leave.)

Return to Duty/Follow-up Testing

If the Town elects to allow an employee to return to work following a positive test result, the employee must first pass a drug and alcohol test and subsequently submit to a program of unannounced testing for a period of not more than twelve (12) months from the date of return to duty.

VI. THE KINDS OF SUBSTANCES TESTED FOR WILL INCLUDE THE FOLLOWING SUBSTANCES OR THEIR METABOLITES

- ❖ Cocaine
- ❖ Opiates
- ❖ Phencyclidine (PCP)
- ❖ Amphetamines
- ❖ Alcohol

VII. INSPECTION AND SEARCHES

Town may conduct unannounced inspection for violations of this policy in the workplace, work sites, or company premises. Employees are expected to cooperate during any inspection.

VIII. VOLUNTARY TREATMENT

Town supports sound treatment efforts. Whenever practical, the Town will assist employees in overcoming drug and/or alcohol problems as long as this policy has not already been violated.

If an employee seeks treatment for drug and/or alcohol use, the employee may be eligible to go into a drug and/or alcohol treatment program either through Town medical insurance program or at his or her own expense.

If the employee enters an appropriate treatment program, Town may place the employee on unpaid status but the employee will be required to use any accrued vacation time and sick leave while participating in the program, so long as the employee is complying with the conditions of treatment. The Town can require a release to work and/or verification of treatment from the health care provider as described in the company's medical leave policies. More information regarding availability of treatment resources and possible insurance coverage for treatment services is available from the Human Resources Department.

IX. SAFEGUARDS/CONFIDENTIALITY

The drug screen analysis is accomplished through urinalysis testing. Alcohol testing may be through breath testing or blood testing. Samples will be collected in a sanitary environment designed to maximize employee's privacy while minimizing the possibility of sample tampering. If there is a positive drug and/or alcohol result on the initial screening test, the laboratory or blood alcohol technician will automatically do a second test to confirm the results. The second drug test will be performed using a scientifically accepted method. A positive breath alcohol test will be confirmed by a second breath test. In the event the drug and alcohol test result are dilute, the applicant or employee will be required to re-test if the test result is a negative dilute.

All drug tests are performed by an outside laboratory. All outside laboratories strictly follow chain of custody guidelines to ensure the integrity of the testing process. The laboratory shall use a Medical Review Officer (MRO) who will receive the laboratory results of the testing procedure. The MRO shall be a licensed physician and have knowledge of substance abuse disorders and the appropriate medical training to evaluate positive results, medical histories, and any other relevant biomedical information.

The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. If the results of the initial test are negative, the testing laboratory will report the results to the Town. No additional tests on the specimen will be done.

If the results of the initial test are positive, that is, if the results exceed the permitted levels for any of the five drugs tested or for alcohol, a second confirmatory test shall be performed. Only specimens that are confirmed positive on the second (confirmatory) test are reported positive to the MRO for review and analysis. The MRO will contact the employee personally, in the case of a positive test result. The laboratory has the responsibility of reporting to the Town whether the test results are positive or negative.

An applicant or employee who has a positive drug test result without a legitimate medical explanation may request that the original sample be analyzed again at the individual's expense by a government certified laboratory. All requests for an independent analysis must be made in writing to the Town Clerk within seventy-two (72) hours of notification of a confirmed positive test result.

Each applicant or employee will have an opportunity to discuss the test results with an MRO in a confidential setting. Additionally, each applicant or employee will have an opportunity to discuss the test results with a representative of the employer in a confidential setting. The Town will keep the test results confidential and will share the results only within the Town on a need-to-know basis, in administrative law or other legal proceedings, and when required by law. Each applicant or employee upon his or her written request may be provided with a written copy of the positive test result. Upon written request to the Town Clerk within seven (7) days of taking the test, an employee may access records relating to his drug and/or alcohol test.

X. DISCIPLINARY ACTION

Consequences of testing positive, interfering, or refusal.

- a) Employees who test positive for drugs and/or alcohol are in violation of this policy.
- b) Refusal to comply
- c) Employees who refuse required testing are in violation of this policy.
- d) Interference with Testing
- e) Employees who adulterate, tamper with, or otherwise interfere with accurate testing are in violation of this policy.
- f) Any employee who has been observed using or possessing illegal drugs, recreational or medical marijuana, or alcohol during work time, including lunch breaks, or on Town premises is in violation of this policy.

XI. AT-WILL EMPLOYMENT

Nothing in this policy is to be construed to prohibit Town from maintaining a safe and secure work environment or to limit its right to impose disciplinary actions as it may

deem appropriate for reasons of misconduct or poor performance, regardless of whether the misconduct or poor performance arises out of the use of alcohol and/or drugs. Such disciplinary actions may include termination of employment. Employment is at-will and subject to termination by Town or the employee at any time, with or without notice and with or without cause.

ACKNOWLEDGMENT AND RECEIPT

I have received a copy of Town of Springerville's Drug and Alcohol Testing Policy and understand that in order to continue my employment with Town of Springerville, I must abide by the terms of this policy.

I also verify that I have received information on the effects of alcohol and controlled substances on my health, work and personal life, signs, and symptoms of a problem and available methods of intervening when a problem is suspected.

I UNDERSTAND THAT THIS POLICY IN NO WAY MODIFIES MY STATUS AS AN AT-WILL-EMPLOYEE AND IN NO WAY IMPLIES, INFERS, OR GUARANTEES MY CONTINUED EMPLOYMENT FOR ANY DEFINITE TERM AND THAT I MAY BE DISMISSED AT THE DISCRETION OF THE COMPANY FOR OTHER REASONS THAN FAILING TO FOLLOW THE TERMS OF THIS POLICY.

Employee

Date

TOWN OF SPRINGVILLE MEMORANDUM

TO: Springerville Town Council
FROM: Tim Rasmussen, Town Manager
DATE: July 6, 2023
SUBJECT: Ethics Policy for Elected/ Appointed Council Members and Board/ Commission Members

SUGGESTED MOTION:

I move we adopt the revised Ethics Policy for Elected/ Appointed Council Members and Board/ Commission Members.

STAFF REPORT

In the Ethics Policy, B, 4,

4. *Nepotism As provided in the Town Charter and Personnel Rules, no relative of a sitting Councilmember may be hired by the Town, and no relative of a sitting advisory board member may be hired in the Town department for which that advisory board member provides guidance.*

#1- we do not have a "Town Charter".

#2- It refers to the "Personnel Rules" which should read as the "Employee Manual". The Employee Manual reads very different.

Within our Employee Handbook, the definition of nepotism.

SECTION 7- NEPOTISM

For the purpose of this section, relative is defined to include:

Mother (in law)

Father (in law)

Aunt

Niece

Sister (in law or step)

Husband

Wife

Uncle

Nephew

Step Children

Brother (in law or step)

Daughter (in law or step)

Son (in law or step)

Step Parents Grandchildren Grandparents

Appointment of relatives of Town employees to positions in the Town service shall be permitted, provided that the relative shall not be employed in positions where one would be supervising the other, or a conflict of interest might arise concerning a question of internal control. A Town employee may not be promoted or transferred into a position involving supervision by or of a relative.

No provision of this rule shall exclude relatives of Town appointed boards, commissions or committees, as herein defined, from entering the Town service.

ETHICS POLICY FOR ELECTED/APPOINTED
COUNCIL MEMBERS AND BOARD/COMMISSION
MEMBERS



Adopted by the Springerville Town Council **March 9, 2022**

I. Town of Springerville Ethics Policy

IT IS THE POLICY of the Town of Springerville to uphold, promote, and demand the highest standards of ethics from all of its officials, whether elected/appointed to Town Council or to advisory bodies. Accordingly, all members of Town boards, commissions, committees and the Town Council (“Officials Officials”) shall maintain the utmost standards of personal integrity, truthfulness, honesty and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, comply with all applicable laws, and never use their Town position or powers improperly or for personal gain.

The Town of Springerville and its Officials members all share a commitment to ethical conduct in service to their community. This Code of Ethics has been created to ensure that all elected and appointed officials and advisory board members have clear guidance for carrying out their responsibilities.

II. Applicable Laws and Policies

A. General Character

Officials are often called upon to make decisions that affect various groups and individuals adversely. Balancing diverse constituent interests is a difficult task. While someone will always be disappointed in decisions, officials shall adhere to ethical standards that eliminate disappointment borne of dishonesty, conflicts of interest, unfairness or illegality. Preservation of public trust is critical for the preservation of democracy.

A certain amount of detail is required in any code of ethics so that it serves as a clear guide. However, at the core of ethical behavior are some basic standards that officials shall use to reach a level of conduct that strives to be beyond reproach. Treating others as you would have them treat you is always a good ethical test. Another standard is to reflect on how your actions or decisions might be viewed by persons you or the public holds in high regard because of their ethical integrity.

1. Honesty and Integrity.

Honesty and integrity shall be the primary values in all issues. The public trust in the Town Council and citizen boards can be a reality only when public officials are truthful.

2. Fairness and Respect.

All issues and citizens shall be handled with fairness, impartiality and respect. Officials have an obligation to treat all citizens fairly, such as by dividing time reasonably among potential speakers on an issue at a public hearing or meeting. In reviewing, discussing and deciding issues, Officials have an obligation to be accessible, open and direct, not only with the other members of the public body, but also to the citizens and business representatives who appear before them. The public is entitled to communicate with their public servants and understand the position of the public body on public issues.

3. Effort.

Officials have an obligation to attend meetings and to be prepared. It is expected that these officials will review the materials, participate in discussions and make an informed decision on the merits of the issue.

B. Conflict of Interest

Officials must be constantly on guard against conflicts of interest. In short, Officials shall not be involved in any activity which conflicts with their responsibilities to the Town and its residents. The people of Springerville have a right to expect independence and fairness toward all groups without favoring individuals or personal interests.

1. Self-Dealing and Financial Disclosure

Arizona conflict-of-interest laws apply to all Officials, who must be consistently aware of any potential issues which may appear to be self-dealing. Officials must not be involved in discussing or deciding any issue over which they have jurisdiction as a Council or board member which may impact the member, or the member's family, financially.

It should also be noted that Councilmembers must comply annually with the Financial Disclosure Act, as outlined in A.R.S. §§ 38-541-545.

2. Disclosure of and Policy on Acceptance of Gifts and Favors

Arizona law prohibits Officials from receiving anything of value or any compensation other than their normal salary for any service rendered in connection with that person's duties with the Town. A.R.S. § 38-505(A).

Officials must consider ethical principles before accepting personal gifts of entertainment and sports/athletic activities.

Within two business days of receipt of the following gifts or favors in Springerville, or within two business days of returning to Springerville after receipt of a gift of favor while traveling outside of Springerville, Officials shall disclose in writing to the Town Clerk all gifts, benefits, or favors received from people with a financial interest in business before the Town, or which may come before the Town, that:

- relate to professional or collegiate sports, athletic, or entertainment activities or tickets, or
- have a face value of \$50 or more, amount subject to periodic review.

Under no circumstances shall a council or board member accept a gift or favor that is a bribe, or reflects, to a reasonable person, an effort to improperly influence the member contrary to that member's responsibility to the public to act impartially and on the merits of a matter.

When in doubt about these requirements, Officials shall disclose the gift, benefit or favor. All disclosures will be kept for public record by the Town Clerk.

In summary, you can follow this checklist:

- Does the gift or favor come from someone with business before the Town or which may come before the Town?
- And does the gift or favor exceed \$50 dollars in value, or consist of the type of sports or entertainment tickets described above?
- And did you accept the gift or favor for yourself or another?

If you answer "yes" to all these questions, then the gift or favor has to be reported to the Town Clerk.

If you answer "no" to any of these questions, then the gift or favor does not have to be reported to the Town Clerk unless it represents a bribe or other improper influence as described above.

Gifts having a value greater than \$50 that are donated to the Town or a bona fide charity also do not need to be reported.

This section does not apply to gifts exceeding \$50 in value and intended for the Town rather than as a personal gift to a Councilmember or board member. These items are Town of Springerville property. Officials who receive a gift on behalf of the Town exceeding \$50 in value shall promptly turn the gift over to the Town Manager for public display or other appropriate handling.

3. Loyalty

Officials have an obligation to put the interests of the Town of Springerville over all personal considerations. Their goal should be "what is in the best interest for the broadest public good of the Town of Springerville, consistent with constitutional and other legal protections for minority, property, and other interests."

C. Legal Compliance

1. Meetings

Public Access: Open Meetings and Public Records

Discussion of issues which may appear before the Council or citizen board shall be prohibited when a situation arises where a quorum of the Council or board exists. Numerous Arizona and Town laws

require that meetings of public bodies be open to the public and that public records be available for inspection. Open Meeting Laws are found in A.R.S. §§ 38-431 through 431.09 and in the Town Code Section 2.04.100, and Public Records Laws are found in A.R.S. §§ 39-121 through 121.03.

2. Attendance

a. Mayor and Town Council

A quorum of councilmembers may discipline another councilmember if he or she misses three (3) consecutive and duly noticed meetings of the Town Council without good cause. Duly noticed meetings of the Town Council include regular council meetings, special council meetings, study sessions, policy sessions, executive sessions, budget review meetings, and council committee meetings to which a councilmember is assigned.

b. Boards, Commissions and Committees

If a member fails to attend three (3) consecutive and duly noticed meetings of Town Boards, Commissions and Committees without being excused for good cause, the Town Council may declare the seat vacant and appoint a replacement.

Members of Town boards, commissions and committees are expected to attend all regularly scheduled meetings and should make every effort to do so. The Town Council appoints members for their experience, background and perspective in a particular policy area, and desires the benefit of knowledgeable consideration and judgment. Moreover, boards, commissions and committees cannot conduct any business unless a quorum is present. Members should notify the chairperson of the board or the staff liaison regarding any meeting missed or to be missed.

3. Disclosure of Confidential Information

Arizona law provides that, during a person's employment or service with the Town and for two years thereafter, no member of a Town board, commission, committee or the Town Council may disclose or use confidential information without appropriate authorization. The information is outlined A.R.S. § 38-504(B). For example, confidential information includes discussions during executive sessions and certain economic development information such as prospect leads.

4. Discrimination and Harassment

Public decision-making must be fair and impartial and shall not be discriminatory on the basis of those protected classes, such as racial and religious groups, outlined in federal, state, and Town laws and ordinances.

It is the policy of the Town of Springerville that its Officials members conduct business and operate in a manner that is free from illegal discrimination on the basis of age, sex, color, race, disability, national origin, or religious persuasion, both internally and in the relationships of the Officials members with their constituencies.

In addition, it is the policy of the Town of Springerville that the Officials strive to constituencies. In addition, it is the policy of the Town of Springerville that the Officials strive to create an operating environment internally and in the relationships of the Officials with their constituencies, that is productive and free from intimidation, hostility or other adversity. Harassment of any sort – verbal, physical, visual – including intentional and unwarranted actions that would constitute sexual harassment were they to occur in an employment relationship, by any Official, is prohibited and is considered a violation of this Code of Ethics.

E. Facilities, Resources, and Expenses

1. Expense Reports and Travel

When traveling on Town business, Officials members shall conduct themselves professionally as representatives of the Town of Springerville. Officials are entitled to be reimbursed for actual and necessary expenses during travel. Expenses must be documented completely and accurately. Officials are asked to contact the appropriate Town staff for assistance in travel plans and expense reports.

2. Use of Equipment and Facilities

Officials shall not use Town equipment or Town facilities for private purposes, except to the extent that they are available to the public.

a. Software Management.

Officials members shall not make, use, accept or install illegal copies of computer software, documentation, or templates. The Town conducts periodic audits to ensure compliance with Town policies on software installed on Town-owned computers.

The legality of software is ideally established by possession or accountability of the following five items: the original software diskettes, the license, the original manuals, documented evidence of purchase, or copy of the completed product registration.

b. Electronic Mail.

Town-assigned electronic mail accounts shall be used only for Town business or for minor personal use in a way that does not interfere with Town business. Town-assigned electronic mail accounts may not be used for personal business or for any campaign purpose.

All Town-assigned electronic mail is considered official Town business and must be retained in accordance with the Town's records management program. In general, electronic mail communications are public records and subject to disclosure under the public records law in A.R.S. § 39-101 et. seq.

4. Use of Staff

Under the council-manager form of government, the Town Council appoints a Town Manager, who directs the day-to-day operations of all employees. Councilmembers need to be sensitive to the role of the Town Manager and Town staff. Councilmembers shall work through the Town Manager or the Town Manager's staff.

Councilmembers may ask other staff members about the status of a matter and may ask for information, but Councilmembers shall not expressly or implicitly give orders or direction to staff, except through their participation on the Town Council. They shall not try privately to influence the decisions or recommendations of staff members, but they may share information with staff. Council and board members shall not intervene directly with staff on behalf of a particular constituent or organization on a pending matter, but shall participate with council or board colleagues in discussing and deciding policy matters for staff to carry out.

Appointed board members shall work through the staff liaisons of their board.

III: Procedures

A. Where to Seek Advice

Questions about this Code, a conflict of interest, or other ethical problems should be presented to the Town Attorney's Office (928-274-9696) If time permits, requests should be in writing to the Town Attorney directly. Requests related to conflicts of interest, A.R.S. §38-507 must be kept confidential. However, official opinions of the Town Attorney are required by this law to become a public record.

B. What to Do if You Are Uncertain

The existence of an ethical issue often does not arise until a meeting is underway. Rather than risk an inadvertent violation of law, the safest course of action is simply to declare that a conflict may exist that prevents an elected official or advisory board member from participating. Indeed, if there is a consistent theme to this handbook, it would be: "If in doubt, don't."

C. How to Declare a Possible Conflict

If an official believes that a conflict of interest (or even a possible conflict) exists, then he or she should disclose the fact as soon as possible. For example, as soon as an Official realizes that a conflict exists on a given matter, they must disclose the conflicting interest on the record for the minutes. From that point on, the Official shall not participate in any manner (by discussing, questioning or voting) in that matter.

Declaring a conflict and not participating should be recognized as a necessary part of preserving public trust and should not be avoided simply because of delays or inconvenience. Indeed, officials should declare possible conflicts to avoid any appearance of impropriety.

D. Where to Report Improper Behavior

Officials have a duty to create the image and reality of a responsive, accessible, and fair Town government. Accordingly, Officials have a duty to report if another Official is violating laws or ethics relating to Town government, as set forth in this code and handbook. Moreover, officials shall never attempt to use their authority or influence for the purpose of intimidating, threatening, coercing, commanding or influencing any person with the intent of interfering with that person's duty to disclose such improper activity.

If an official believes that someone else may have violated this Handbook, they may consult with the Town Attorney's Office, the Town Clerk, or their colleagues.

IV: Penalties and Sanctions

It is the intent of the Town Council to educate, and where necessary, discipline board or councilmembers who violate this Code and Handbook. Discipline shall be progressive, from the least punitive to the most punitive measures, unless the Council believes progressive discipline does not provide the appropriate sanction because of the gravity of the offense, or because the Council does not believe the sanction would deter future misconduct. In all instances, the totality of the circumstances shall be taken into consideration in resolving a matter, including the intent of the one accused of wrongdoing. This Code does not prevent informal resolution of minor infractions, such as by immediate corrective action of the possible misconduct.

V: Adoption and Amendment

Adoption of and amendments to this Ethics Code and Handbook shall require the affirmative vote of at least a two third's majority of the full Town Council — that is, four (4) votes. Adoption and amendment shall occur through passage of a resolution by the Town Council.



Town of Springerville Employee Manual

ADOPTED April 19, 2023

IMPORTANT INFORMATION

THIS MANUAL IS DESIGNED TO ACQUAINT EMPLOYEES WITH THE TOWN AND PROVIDE SOME INFORMATION ABOUT WORKING HERE. THE MANUAL IS NOT ALL INCLUSIVE, BUT IS INTENDED TO PROVIDE EMPLOYEES WITH A SUMMARY OF SOME OF THE TOWN'S GUIDELINES. THIS EDITION REPLACES ALL PREVIOUSLY ISSUED EDITIONS.

EMPLOYMENT WITH THE TOWN IS AT-WILL. EMPLOYEES HAVE THE RIGHT TO END THEIR WORK RELATIONSHIP WITH THE TOWN, WITH OR WITHOUT ADVANCE NOTICE FOR ANY REASON. THE TOWN HAS THE SAME RIGHT.

THE LANGUAGE USED IN THIS MANUAL AND ANY VERBAL STATEMENTS MADE BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED; NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION. NO REPRESENTATIVE OF THE TOWN, OTHER THAN THE TOWN MANAGER, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE TOWN MANAGER AND THE EMPLOYEE.

NO EMPLOYEE MANUAL CAN ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. AFTER READING THE MANUAL, EMPLOYEES THAT HAVE QUESTIONS SHOULD TALK WITH THEIR IMMEDIATE SUPERVISOR OR THE HUMAN RESOURCES DEPARTMENT.

IN ADDITION, THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE MANUAL; EXCEPT FOR THE AT-WILL NATURE OF THE EMPLOYMENT, THE TOWN, THEREFORE, RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM, ALONG WITH ANY OTHER PROCEDURES, PRACTICES, BENEFITS, OR OTHER PROGRAMS OF THE TOWN, WITHOUT PRIOR NOTICE.

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SECTION 1 – GENERAL PROVISIONS

1. ADOPTION AND AMENDMENT OF EMPLOYEE MANUAL

The Town Manager shall present to the Town Council any revisions to this manual. Amendments and revisions will be effective upon approval of the Town Council.

2. IMPLEMENTATION OF GUIDELINES IN EMPLOYEE MANUAL

- A. Delegation of Authority: Unless otherwise stated in these guidelines, upon approval by the Town Manager, authority granted to the Department Head by these guidelines may be delegated.
- B. Availability of Funds: The granting of any compensation is contingent upon the availability of funds, as determined by the Department Head and Town Manager.
- C. Conflict with Federal or State Requirements: If any policy or guidelines described in this manual conflict with any applicable state or federal law, regulation or rule, the conflicting policy shall be disregarded only to the extent necessary to avoid a conflict.
- D. Correction of Errors: The Town Manager may correct a manifest error or clear an inequity affecting an employee or an applicant.
- E. Department Heads may create more restrictive regulations for their departments if so desired. The guidelines must be approved by the Town Manager.

3. APPLICABILITY

These guidelines are applicable to all positions in the Town unless a specific chapter or section is excluded from applicability for specified positions.

4. CLASSIFICATION OF EMPLOYEES

- A. Exempt employee- Exempt employees are not eligible for overtime
- B. Full-time employees- for a calendar month, an employee employed on average at least thirty (30) hours of service per week, or one hundred and thirty (130) hours of service per month. Such employees may be either “exempt” or “nonexempt” as defined below.
- C. Nonexempt employee- Non-exempt employees are eligible for paid overtime at one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours during the established workweek
- D. Part-time employee- for a calendar month, an employee employed on average no more than thirty (30) hours of service per week, or one hundred and thirty (130) hours of service per month.
- E. Temporary- Employees that work for a designated and predetermined time period
- F. Title V- Part-time employee hired by Northern Arizona Council of Governments (NACOG) and placed with the Town. They are governed by NACOG and monitored by the Town.
- G. Volunteer- Individuals who perform services without any expectation of compensation.

Employees will be informed by their supervisor of their status as an exempt or nonexempt employee once hired and also if their status changes.

SECTION 2 – EQUAL EMPLOYMENT OPPORTUNITY / UNLAWFUL HARASSMENT

1. GENERAL

The Town is dedicated to the principles of equal employment opportunity. We prohibit unlawful discrimination against applicants or employees on the basis of age forty (40) and over, race, sex (including pregnancy and breastfeeding), color, religion, national origin, disability, military status, genetic information (including the results of genetic testing), status as a registered medical marijuana cardholder, or any other applicable status protected by state or local law.

This prohibition includes unlawful harassment based on any of these protected classes. Unlawful harassment includes verbal or physical conduct which has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. This policy applies to all employees, including managers, supervisors, co-workers, and non-employees such as customers, clients, vendors, consultants, etc.

2. ADA (American Disabilities Act) AND RELIGIOUS ACCOMMODATION

The Town will make reasonable accommodations for qualified individuals with known disabilities and employees whose work requirements interfere with a religious belief unless doing so would result in an undue hardship to the Town or direct threat. The Town will make reasonable accommodation for employees whose work requirements interfere with a religious belief, unless doing so poses undue hardship on the Town. Employees needing such accommodation are instructed to contact their supervisor or the Town Manager.

3. SEXUAL HARASSMENT

Because sexual harassment raises issues that are to some extent unique in comparison to other harassment, the Town believes it warrants separate emphasis. The Town strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests of sexual favors, and other verbal or physical conduct of a sexual nature, when:

- A. Submission to such conduct is made explicitly or implicitly a term or condition of employment.
- B. Submission to or rejection of such conduct is used as basis for decisions affecting an individual's employment.
- C. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Conduct which may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

- A. Written form, such as cartoons, posters, calendars, notes, letters, e-mails.
- B. Verbal form, such as comments, jokes, foul or obscene language of a sexual nature,

gossiping, or questions about another's sex life, or repeated unwanted requests for dates.

- C. Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

4. COMPLAINT PROCEDURE

If you believe there has been a violation of the EEO (Equal Employment Opportunity) policy or harassment based on the protected classes outlined above, including sexual harassment, please use the following complaint procedure. The Town expects employees to make a timely complaint to enable the Town to investigate and correct any behavior that may be in violation of this policy.

Report the incident to the Town Manager or the Town Clerk who will investigate or have the incident investigated. Your complaint will be kept as confidential as practicable. If you prefer not to go to either of these individuals with your complaint, you should report the incident to the Mayor.

The Town prohibits retaliation against an employee for filing a complaint under this policy or for assisting in a complaint investigation. If you perceive retaliation for making a complaint or your participation in the investigation, please follow the complaint procedure outlined above. The situation will be investigated.

SECTION 3 – WORK SCHEDULES AND COMPENSATION

1. TIME REPORTING

To ensure that accurate records are kept of the hours that you actually work and of the accrued leave time you have taken, and to ensure that you are paid in a timely manner, you will be required to record your time worked and absences on the Town's official time record form. Falsifying a time record violates the Town's policies, and will not be tolerated.

Non-exempt employees are required to complete a time card Bi-Weekly. This must be done on approved forms provided by the Finance Department at the conclusion of each pay period. Employees must sign the time card and submit it to their immediate supervisor for signature and approval. It is necessary for employees to indicate whether the recorded hours are for time worked, or for time off. No employee other than a Department Head may record hours for any other employee.

Exempt employees are required to report [monthly] to their Department Head only the time off from their regular work schedule. They must also follow the procedures outlined in the time off policies to obtain approval in advance, when applicable.

These records are the only ones used by the Town to calculate employee pay and paid time off balances. It is very important that they are accurate and complete. Nonexempt employees are expected to submit accurate and complete time records reflecting all hours worked. Employees who also choose to keep their own personal time records must provide them to the Town if they find a discrepancy between the Town's records and their records. Employees should contact

their supervisor and the Finance Department with any questions about how their pay is calculated. Employees must promptly notify their supervisor and the Finance Department of any mistakes in their time records or pay. Employees also must notify one of these individuals if they perceive that anyone is interfering with their ability to record their time accurately and completely. All reports will be investigated and appropriate corrective action will be taken. The Town will not tolerate retaliation against employees for making a report or participating in an investigation.

2. CALL-OUT PAY

The call-out procedure is established to provide for emergency situations where it is determined that additional assistance is required resulting in an employee being called into duty outside of his/her normal working hours.

If an employee is called out to work under the circumstances previously mentioned, the employee will automatically receive credit for a minimum of one hour worked. Once the employee works more than one hour, the time credited will be actual time worked. Time is counted in 0.25-hour (or ¼ hour) increments after the first hour.

3. ON-CALL/STAND-BY PAY

Employees on stand-by shall be available to respond within a reasonable period of time. Employees assigned on-call duty will respond to emergency callback situations in accordance with time parameters established by the department. An employee on-call who fails to promptly respond to a call-out will not be paid for unworked on-call time and/or may be subject to disciplinary actions.

The pay rate for on-call status shall be based upon the department an employee works for. Police Department: \$3 for each on-call hour. Airport: one hour of pay for each day on-call. Public Works Departments: one hour of pay for each on-call day. If the employee is on-call for twenty-four (24) consecutive hours, within one day, they shall receive three hours of pay.

Changes in on-call pay may be proposed by a department director and approved, in writing, by the Town Manager.

On-call pay is a separate compensation class and, as such, is to be designated on a separate line of the employee's timesheet as it is not combined with regular work hours for overtime calculation purposes. On-call pay time cannot be converted to regular time or compensatory time.

4. OVERTIME COMPENSATION

Overtime work may sometimes be necessary to meet emergency situations, staff shortage, seasonal, or peak workload requirements. Department Heads are responsible for the advance planning required to minimize the need for overtime. Non-exempt employees are paid at the rate of one and one-half (1 1/2) times their regular hourly rate for hours worked in excess of forty (40) during the established workweek.

Overtime compensation will only be paid for hours actually worked in excess of forty (40) hours

in a work week, excluding on-call/ stand-by pay. Overtime shall be calculated to the nearest one quarter (1/4) hour of overtime worked.

5. COMPENSATORY TIME

Non-exempt employees may be eligible for compensatory time off. Use of compensatory time taken must be documented on time cards. Compensatory time is granted at the rate of one and one half (1 1/2) hours for each hour of overtime worked. Non-exempt employees may accrue a maximum of thirty (30) hours of compensatory time (twenty (20) hours of overtime worked). All comp time must be approved prior by the department head and Town Manager.

Upon separation from the Town (or upon transfer into a position exempt from overtime), accrued compensatory time is paid at the employee's regular rate of pay in effect immediately prior to separation or transfer.

6. WORKWEEK

The established workweek for calculating overtime for nonexempt employees will run from Sunday at 12:01 A.M. through Saturday at 12:00 A.M.

7. PAYDAYS

Employees are paid every other Thursday. If the regular payday occurs on a holiday, the payday is the last working day prior to the holiday. On each payday, employees receive a statement showing gross pay, deductions, and net pay. For the employees' convenience, we offer the option of having their paycheck automatically deposited to their bank account.

8. PAY FOR EXEMPT EMPLOYEES

Exempt employees must be paid on a salary basis. This means exempt employees will regularly receive a predetermined amount of compensation each pay period on a weekly basis. The Town is committed to complying with salary basis requirements which allows properly authorized deductions. If you believe an improper deduction has been made to your salary, you should immediately report this information to Finance. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed.

SECTION 4 – ALCOHOL AND DRUGS

The Town is committed to a safe, healthy, and productive work environment for all employees. The Town prohibits the use, sale, dispensing, manufacture, distribution or possession of alcohol, drugs, controlled substances, medical marijuana, or drug paraphernalia on any Town premises or work sites. Additionally, the Town may take disciplinary action, including discharge, for the illegal (under federal or state law) off-duty use, sale, dispensing, manufacture, distribution or possession of drugs and controlled substances and the illegal use or distribution of alcohol.

No employee shall report to work or be at work with alcohol or with any detectable number of

prohibited drugs in the employee's system. A detectable amount refers to the standards generally used in workplace drug and alcohol testing.

An Arizona medical marijuana registered cardholder may not possess or ingest medical marijuana while at work or work while impaired by medical marijuana.

When an employee must take prescription or over-the counter drugs, the employee must ask the medical professional or pharmacist if the drug has any side effects which may impair the employee's ability to safely or productively perform the employee's job duties. If there is potential impairment of the employee's ability to work safely or productively, the employee must report this information to the supervisor. With input from the employee, the Town will determine if the employee should work in his regular job, be temporarily assigned to another job, or placed off work.

Testing is an important element in the Town's efforts to ensure a safe and productive work environment. See the Town's testing policy for additional details.

SECTION 5 – CODE OF CONDUCT

1. GENERAL

Town employees are expected to maintain high standards of professionalism so as to assure the proper and efficient conduct of Town business and to promote the confidence of the citizenry in the quality of their Town government. Employees are expected to be courteous, prompt and considerate in their dealings with the public and shall conduct themselves at all times in a manner which does not bring discredit or embarrassment to the Town.

2. SPECIFIC CONDUCT AND RESPONSIBILITIES

- A. Employees shall not directly or indirectly use or allow the use of Town property of any kind including property leased, loaned or otherwise used by the Town, for other than officially approved activities. Officially approved activities are those authorized by the Town Council, Town Manager, Supervisor (Department Head), or an employee acting under the direction of the Town Council, Town Manager, Supervisor (Department Head). Employees are obligated to protect and conserve all Town property entrusted to them.
- B. Official positions shall not be used by Town employees for personal gain. Public influence and confidential or "inside" information must never be turned into personal advantage.
- C. Employees must never permit themselves to be placed under any kind of personal obligation which could lead any person to expect official favors.
- D. The employee's acts must reflect impartiality. All official decisions must be determined by impersonal consideration, free from any taint. This provision does not prohibit the acceptance by an employee of food or refreshment of insignificant value or infrequent occasions where the employee is in attendance; nor the solicitation or acceptance by an employee of loans from banks or other financial institutions on customary terms to finance proper and usual activities of the employee; nor the acceptance of unsolicited advertising or promotional material such as pens, pencils, calendars and other items of

nominal intrinsic value. Department guidelines will govern if more restrictive.

3. POLITICAL ACTIVITY

It shall be the policy of the Town for all employees, to remain free from any political activity in any election, while on duty, while on Town premises, or while in an official uniform of the Town. Town employees shall not:

- A. Engage in any political activity while on duty (e.g. copies, mailings, posters, gathering of signatures, etc.).
- B. Coerce any Town employee while on duty to do anything in support of or against any party, committee, Town or person for a political purpose.
- C. Discriminate in favor of or against any Town employee or applicant because of such employees or applicant's political contributions or activities.
- D. Town employees may run for Town elected positions or serve on Town boards and commissions that oversee Town operations only after resigning from their employment from the Town with the exception of the Tourism Tax Board, PSPRS Local Board, and Municipal Property Corporation Board.

4. CONFLICT OF INTEREST

It is the policy of the Town that employees at all levels be free from any interest, influence or relationship that might conflict, or appear to conflict, with the best interests of the Town. The existence of an actual or potential conflict of interest depends on specific facts. In any uncertain situation, the employee should immediately discuss the matter fully and frankly with the appropriate supervisor. Where there is any further doubt concerning a conflict, the specific facts should be noted in writing and sent to the Town Manager for resolution. The continuing requirement to disclose serves to inform the town and, at the same time, protect the employee from harmful effects of any subsequent activities, associations or interests which might constitute a prohibited conflict of interest.

Employees must conform with all applicable conflict of interest laws. As such employees must disclose their interest, if any, in the official records of the employing department and shall not participate in or vote for any contract, sale, purchase or service in which they knowingly have an interest.

5. CONFIDENTIAL INFORMATION

Employees handling confidential information (tax, payroll, personnel, proprietary, disciplinary, ...) are responsible for its security. Extreme care must be exercised to ensure that it is safeguarded to protect the Town. Our Town's business affairs should not be discussed with anyone outside the Town, except when required in the normal course of business.

No Dissemination. Use of the System to disseminate the Town's confidential information outside the Town is expressly prohibited. Special care should be taken when forwarding e-mail messages, especially instant messages. Confidential or proprietary Town information must not be forwarded to any party outside the Town without the prior approval of the Town Manager.

Blanket forwarding of messages to parties outside the Town is prohibited.

No Interception. Users shall not intercept or disclose, or assist in intercepting or disclosing, electronic communications unless specifically authorized by the Town.

6. ANTI-VIOLENCE

Employees must not engage in intimidation, threats, or hostile behaviors, physical/verbal abuse, vandalism, arson, sabotage, or any other act which in management's opinion is inappropriate to the workplace.

In addition, employees must refrain from making offensive comments regarding violent events and/or behavior. Employees are expected to report any prohibited conduct to management. Employees should directly contact proper law enforcement authorities if they believe there is a serious threat to the safety and health of themselves or others.

The Town prohibits employees possessing or using weapons on Town property regardless of whether or not the person is licensed to carry the weapon. Employees who are legally permitted to possess a firearm, may store their firearm in a vehicle in the Town's parking lot. The firearm must not be in plain view, and the unoccupied vehicle must be locked. The only exception is certified law enforcement.

The use of weapons on Town property is prohibited. The only exception is by certified law enforcement or as part of a demonstration that is pre-approved by the Town Manager.

Visitors are only permitted to possess weapons on Town property if the weapon does not pose a threat to Town employees and visitors.

7. SEARCHES

The Town may conduct searches of an employee's personal effects with permission of the employee or if there is a reasonable suspicion to believe that illegal activity is taking place and after obtaining a warrant to do so. Any illegal and unauthorized articles discovered may be taken into custody and will be turned over to law enforcement representatives. Employees do not have a reasonable expectation of privacy in lockers, desks, cabinets, or file drawers, all of which are keyed by the Town and copies of those keys are kept by the Town.

SECTION 6 – OUTSIDE EMPLOYMENT

Outside employment by Town employees is not prohibited, but is regulated by a few important rules. A Town employee must not engage in outside employment during regularly scheduled working hours (defined by each department), while at the Town's facilities or when using the Town's supplies, equipment, materials or personnel. Outside employment must not cause a conflict of interest or cause deterioration in satisfactory performance of duties while in the Town's employ.

Employees shall not engage in outside or other employment or activity which tends to impair their ability to perform the duties and responsibilities assigned them in an acceptable manner.

Nor shall employees perform any work in a private capacity which may be construed by the public to be a conflict.

Town employees must obtain written approval from their Department Head and the Town Manager to engage in outside employment. A copy of the approval will be provided to the employee, Department Head, Town Manager, and placed in the employee's personnel file.

Employees who have accepted outside employment are not eligible to receive compensation during an absence from work which is the result of an injury on the second job, except through properly authorized leave.

SECTION 7 – NEPOTISM

For the purpose of this section, relative is defined to include:

Mother (in law)	Husband
Father (in law)	Wife
Aunt	Uncle
Niece	Nephew
Sister (in law or step)	Step Children
Brother (in law or step)	Step Parents
Daughter (in law or step)	Grandchildren
Son (in law or step)	Grandparents

Appointment of relatives of Town employees to positions in the Town service shall be permitted, provided that the relative shall not be employed in positions where one would be supervising the other, or a conflict of interest might arise concerning a question of internal control. A Town employee may not be promoted or transferred into a position involving supervision by or of a relative.

Should a marriage between employees result in one having operational or supervisory control over the other, transfers must be made to eliminate that situation. If a transfer cannot be accomplished, one party must resign from the Town service.

No provision of this rule shall exclude relatives of Town appointed boards, commissions or committees, as herein defined, from entering the Town service.

SECTION 8 – TRAINING

1. RESPONSIBILITY FOR TRAINING

The responsibility for developing training programs for employees shall be assumed jointly by the Town Manager and Department Heads. Completion of training programs may be considered in making advancements and promotions.

2. REIMBURSEMENT

The Town Manager may grant reimbursement for college classes, seminars if the training is in the best interest of the Town and prior arrangements with the employee's Department Head and approval of Town Manager have been made in writing. A copy of the agreement will be placed in the employee's personnel file and copies distributed to the employee, the Town Manager, the employee's Department Head, and the Finance Director. The course or classes should be taken on the employee's own time. Reimbursement may be granted for books and/or tuition.

The Town Manager may correlate the reimbursement to the grade (letter or number) the employee receives in the class.

SECTION 9 – Employee HEALTH/ Examination

As a condition of continued employment, employees may be required to undergo periodic medical examinations that are job related and consistent with business necessity at times specified by the Town. In connection with these examinations, employees are required to cooperate. Further, it is important to understand that the Town pays for and receives medical reports from its' physicians regarding the applicant's or employee's health. All information will be treated confidentially and in concert with the Genetic Information Nondiscrimination Act and Health Insurance Portability and Accountability Act.

SECTION 10 – DRESS CODE, APPEARANCE, AND HYGIENE

1. GENERAL

The Town expects personnel to maintain a professional appearance. It shall be the responsibility of all employees to represent the Town in a manner, which shall be professional, courteous, helpful and efficient.

Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affect the image the Town presents to the general public. During business hours or while on duty, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Department Heads/Supervisors are responsible for determining and enforcing the dress code for their employees.

2. EMPLOYEE APPEARANCE

Town employees should always be well groomed and dressed in a manner suitable for the public service environment. Employees should present themselves in a manner which favorably reflects the Town's image in the public's view.

A. Acceptable Attire/Professional Appearance

Regulations pertaining to acceptable employee attire and grooming are flexible and can be determined by their respective department or work environment. There are expected norms of professional appearance, personal neatness, cleanliness and good grooming that are applicable to all employees. Common sense should prevail in maintaining a professional appearance and decorum.

B. Personal Appearance

Personal appearance includes, but is not limited to:

1. Clean clothes in good repair.
 2. No offensive slogans or advertisements.
 3. No portion of torso exposed.
 4. No braless appearance (halter, spaghetti straps, exposed cleavage).
 5. Good grooming and hygiene.
 6. Limited piercing of ears is acceptable however other visible body piercings are prohibited due to safety concerns related to the jewelry and work environment.
- C. Unacceptable Attire/Appearance
Extravagance and extremes of style and attire are not in good taste in the public service environment. The Town reserves the right to advise any employee at any time that his or her grooming, attire or appearance is unacceptable.
- D. Discipline for Unacceptable Appearance
After being advised of unacceptable attire issues an employee will be expected to comply with the suggested change. Failure to do so will result in corrective action.

3. UNIFORMS

Employees who are required to wear a uniform of any type in the performance of their duties will be provided a uniform allowance by the Town.

- A. Uniforms that are provided by the Town become the property of the employee during the employment service to the Town.
- B. Laundering, cleaning and general upkeep of uniforms is the responsibility of each employee.
- C. Employees should be aware that the furnishing of uniforms and maintenance or replacement allowance, if any, may, under certain circumstances, is considered a taxable benefit.
- D. Employees receiving a uniform allowance will be required to wear a uniform while at work.

SECTION 11 – EMPLOYMENT TRIAL PERIOD

New employees are on a trail period for up to six (6) months. During and after this period the supervisor closely observes the employee's job performance. Upon completion of the first six months of employment, employees become eligible for certain benefits.

New employees begin accruing vacation from their first day of work but are not eligible to use or receive a payout of vacation until after the trail period is completed.

Police officers will remain in a twelve (12) month trial period from their date of graduation from the police academy or first day of employment. Police officers will begin accruing vacation from their first day of work but are not eligible to use or receive a payout of vacation until after six months of employment.

SECTION 12 – DISCIPLINARY ACTION

1. OVERVIEW

The Town will expect its employees to maintain a high level of personal and professional conduct at all times, and will take appropriate action when this standard is not met. No workplace conduct statement can possibly cover every circumstance that may arise. Use good common sense. If there is any question, it is your responsibility to get clarification from the Department Head. The disciplinary process usually proceeds as follows: a written reprimand, suspension, demotion, and then dismissal. The entire process will be documented and retained in an employee's file.

2. PURPOSE

The proper performance of an employee's work and conduct befitting the employee's position play an important part in the continuance of employment with the Town. Disciplinary actions shall be a constructive means of dealing with an employee's unacceptable conduct or performance and should be appropriate to the seriousness of the infraction or performance deficiency: Disciplinary actions can range from a formal discussion with the employee about the matter to immediate discharge. Action taken by management in an individual case does not establish a precedent in other circumstances.

3. WRITTEN REPRIMAND

A reprimand may be issued by the immediate supervisor for an offense when, in the Town's discretion, other forms of discipline are not warranted. A reprimand shall be in writing and a copy shall be forwarded to the Town Manager for insertion in the employee's personnel file.

4. SUSPENSION

A Department Head with the approval of the Town Manager may suspend a non-exempt employee without pay at any time for disciplinary reasons, not to exceed three (3) working days. The Town Manager may suspend an employee without pay not to exceed thirty (30) calendar days: No employee shall be penalized by suspension without pay for more than thirty (30) calendar days in any calendar year. Any employee who is suspended for more than three (3) working days may request a pre-suspension hearing with the Town Manager. This request must be made in writing. The Town Manager may suspend an employee with pay pending completion and disposition of an investigation.

The Town will not pay any portion of any employee's insurance premium during the period of a thirty (30) day suspension. A suspended employee who wishes to continue any insurance coverage must pay the premium directly to the Finance Department within two (2) working days of the beginning of the suspension.

5. DEMOTION

A Department Head, after approval by the Town Manager, may demote an employee whose ability to perform required duties falls below the minimum job requirements or for disciplinary reasons as provided in this article. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications.

Written notice of the intended action shall be given to the employee before the effective date of the demotion, and a copy shall be filed with the Town Manager. Any employee who is demoted may request a pre-demotion hearing with the Town Manager. This request must be made in writing.

Final authority for demotion rests with the Town Manager.

6. DISMISSAL

- A. Authority: The Department, Head with the approval of the Town Manager, may dismiss an employee from the Town service for a variety of reasons.
- B. Pre-dismissal Hearing: Once the recommendation has been made to dismiss a Town employee, the Department Head must schedule a pre-dismissal hearing. The employee will be notified not less than two (2) working days in advance of the hearing. The employee will be allowed to bring a personal representative and any pertinent information to the hearing. If the employee's representative is a Town employee, the representative must secure the approval of the employee's supervisor to attend the hearing. The Town Manager will carefully weigh the information provided.
- C. Notification: The Town Manager shall sign a written order, which shall constitute the Notice of Dismissal. This notice shall clearly state the specific charges made against the employee and copy of the charges shall be provided to the employee.

SECTION 13 – APPEAL PROCEDURE

1. DEFINITIONS

An appeal is a complaint filed by an employee, in connection with a suspension of more than three (3) days, demotion or dismissal.

2. APPEAL OFFICER

The Town Council will appoint an Appeal Officer for a term of up to five (5) years.

3. APPEAL PROCEDURE

An employee who has completed the trial period may appeal any suspension, demotion or dismissal in writing to the Town Manager within ten (10) working days of written notice of the suspension, demotion, or dismissal. The Town Manager shall transmit a copy of the appeal to an Appeal Officer within ten (10) working days from the receipt of the appeal.

4. APPEAL HEARING

The hearing will be set by the Appeal Officer within ten (10) working days of receipt of the appeal. The Officer will cause notice to be given to the appealing party and the Town Manager of the time, place, and location of the hearing. The appealing party shall have the right to representation by legal counsel.

The Appeal Officer shall have the power to examine witnesses under oath and compel their attendance or production of evidence by subpoena issued in the name of the Town and the Chief of Police shall cause service of the same. Formal rules of procedure need not be followed during the course of the hearing.

A record of the proceedings shall be made available to all parties within ten (10) working days following the completion of the hearing. The Appeal Officer shall furnish the appealing party and the Town Manager with their written decision. If a written transcript is requested, the Appeal Officer will have ten (10) working days to provide the transcript.

SECTION 14 – CHANGES IN ASSIGNMENTS

The Town supports the growth of its employees and promoting from within its ranks. All positions will be advertised internally first for an appropriate period of time. If a candidate is not hired from the internal applicants, then the Town will advertise the position for external applicants. Exceptions to this process require prior approval by the Town Council.

SECTION 15 – POSITION CLASSIFICATION PLAN

The Town Manager or a person or agency employed for that purpose, shall ascertain and record the duties and responsibilities of all positions in the classified service and, after consultation with the Department Heads affected, shall recommend a classification plan for such positions. The classification plan shall consist of classes of positions in the classified service defined by class specifications, including job titles. The classification plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority and character of work are included within the same class, and the same schedules of compensation may be made to apply with equity under like working conditions to all positions in the same class. The plan shall be amended as the duties, responsibilities, and employment conditions change.

SECTION 16 – COMPENSATION AND BENEFITS

COMPENSATION PHILOSOPHY

1. GENERAL

The Town established a pay policy and compensation methodology. Additional details can be found in the current report.

2. SALARY RANGES

Each position is assigned a salary range. An employee is paid a wage within the salary range unless their wage was above the range before the range was determined.

3. CLOTHING AND UNIFORMS ALLOWANCE

Clothing allowances and uniform privileges shall be set by the Town Council in its annual budget

and administered by the Town Manager.

4. ARIZONA STATE RETIREMENT SYSTEM/PUBLIC SAFETY RETIREMENT

All qualified employees of the Town are required to participate in the Arizona State Retirement System/Public Safety Retirement.

5. PREMIUM COVERAGE

The Town offers every full-time employee working thirty (30) regularly scheduled hours per week coverage under a group health, dental, vision, and life insurance policy. Any employee hired prior to July 1, 2018 that was taking this benefit, who voluntarily elects not to participate in the medical health care plan offered by the Town will be paid fifty (50) percent of the cost of the premium paid by the Town at a single employee rate, current with existing medical insurance benefit, after the mandatory deduction of the employee contribution. Anyone taking the benefit after July 1, 2018 will be entitled to a benefit according to the current policy amount. This amount will be included as part of the employees pay check and is subject to all applicable taxes. A form to make this request is available from the Town Clerk.

SECTION 17 – PERFORMANCE RATING

To ensure that employees perform their jobs to the best of their abilities, it is important that the Town recognize their good performance and provide appropriate suggestions for improvement when necessary. Consistent with this goal, employees will be evaluated, usually by their immediate supervisors, on a periodic basis, typically two (2) weeks before the end of any trial period and annually thereafter. Please contact and advise your supervisor or Human Resources if more than a year has passed since receiving formal feedback.

If an employee does not receive a periodic performance review, it is that employee's responsibility to inform the supervisor or Department Head in writing. This will help the Town ensure that the appraisal process is administered in a timely manner. Employees are requested to sign the evaluation to indicate acknowledgement, and may submit written comments in response to the evaluation. The evaluation, and any comments, will be maintained in the employee's personnel file. An employee may discuss any aspect of his or her evaluation with the Town Manager.

SECTION 18 – LEAVING THE TOWN SERVICE

An employee wishing to leave the Town service in good standing should give notice as soon as practical. A written resignation stating the effective date and the reasons for leaving should be filed with the Town Clerk as soon as practical. The resignation shall be forwarded to the Town Clerk for processing. Upon receipt of the signed resignation, the Town Clerk shall prepare the appropriate release documents. Failure of the employee to comply with the provisions of this article shall be entered into the employee's personnel file and may be cause for denial of future employment with the Town. Employees leaving the Town service shall turn in all Town property and clear all debts to the Town.

SECTION 19 – TYPES OF LEAVE

1. HOLIDAY PAY

The Town currently observes the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day (only if working an 8-hour shift)
- Christmas Eve
- Christmas Day

Full-time employees receive holiday pay at their normal rate of pay for their regular shift in lieu of hours worked.

Part-time employees, who accrue leave, shall receive holiday pay based upon a proration of their budgeted working hours.

Employees whose regularly scheduled day-off falls on an observed Town holiday will receive a different day off during the calendar week.

If an eligible employee is required to work on an observed holiday, the employee will receive the employee's normal rate of pay for their usual shift, plus holiday pay for the holiday. Overtime pay will apply for any hours actually worked over forty (40) work hours in that work week.

When any of the above holidays fall on a Sunday, the following Monday shall be observed as a holiday. When any of the above holidays fall on a Saturday or Friday, the prior Thursday shall be observed as a holiday.

The Town Manager may implement decisions to maintain essential services during the holiday.

Paid time off for other religious holidays may be granted by the Town Manager in lieu of the observed holidays.

This policy does not pertain to Patrol Officers (Officer, Sergeant, etc.). Instead, these employees will be provided 3.85 hours per pay period in holiday pay.

1. VACATION LEAVE

Vacation leave is provided to full-time and part-time employees of the Town to enable each eligible employee to return to work mentally refreshed. All full-time employees in the Town

service shall receive annual vacation leave as follows:

Non-Exempt Employees

<u>Years of Service</u>	<u>Accrued Per Year</u>	<u>Accrued Per Pay Period</u>
0 - 5	10 days	3.846
6 - 10	12 days	4.615
11 - 15	15 days	5.769
15+	20 days	7.692

Exempt Employees

<u>Years of Service</u>	<u>Accrued Per Year</u>	<u>Accrued Per Pay Period</u>
0 - 5	15 days	5.769
6 - 10	17 days	6.538
10+	20 days	7.692

Part-time employees accrue vacation at a prorated amount based upon their work schedule and years of service.

Upon completion of the employment trial period, vacation leave may be taken subject to the accrual schedule as established in this policy.

Earned vacation hours may be voluntarily transferred from one employee to another in order to alleviate a hardship for an employee who has used all his/her leave due to a personal or family emergency. The amount of time that may be transferred will not exceed forty (40) hours of vacation.

Under no circumstance may an employee accrue more vacation leave than can be accumulated within a two-and-a-half-year period or thirty (30) months. The total may not exceed four hundred and eighty (480) hours.

2. LEAVE PAYOFF AT DISMISSAL

Employees who have completed the employment trial period and who are dismissed, shall be paid in a lump sum for all vacation leave and compensatory time accrued prior to the effective date of dismissal. Should any liabilities be outstanding to the Town, they must be taken care of first. Employees who are dismissed before the completion of the employment trial period shall not be entitled to receive vacation leave pay.

The times during a calendar year at which an employee may take vacation time shall be determined by the Department Head with due regard for the wishes for the employee and particular regard for the needs of the employee's service. Except under unusual circumstances, requests for vacation leave shall be made by the employee to the supervisor far enough in advance to allow the supervisor to plan for the absence and must not unduly disrupt the operations of the department.

3. PAID SICK LEAVE

Sick leave with pay will be granted to all full and part-time employees in the Town service. In the event that an employee becomes sick or has an accident during paid time off for vacation, with proper medical documentation, the time may be charged to accrued sick time.

Sick leave shall be accrued at the rate of 3.08 hours per pay period (ten (10) days per year) for all full-time employees working a scheduled forty (40) hours per week. All employees may accrue up to four hundred (400) hours of sick leave, after which time additional sick leave is not accrued until the accrued balance falls below the maximum.

Employees must use paid sick leave in half hour increments.

Paid sick leave will not be used in the calculation of overtime.

Accrued unused sick leave is not paid to an employee upon separation.

Any employee who has exhausted available sick leave may substitute with accumulated vacation leave.

A. Employees may use sick leave for any of the following reasons:

- An employee's mental or physical illness, injury or health condition; an employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care.
- Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive care.
- Closure of the employee's place of business by order of a public health official or need to care for a child whose school or place of care has been closed by order of a public health official.
- Care for oneself or family member when it has been determined by health authorities or a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of their exposure to a communicable disease.
- Absence due to domestic violence, sexual violence, abuse or stalking, provided the leave is to allow the employee to obtain for the employee or the employee's family member:
 - Medical attention needed to recover from injury or disability caused by domestic violence, sexual violence, abuse or stalking
 - Services from a domestic or sexual violence program or victim services organization
 - Psychological or other counseling
 - Relocation or taking steps to secure an existing home due to the domestic violence, sexual violence, abuse or stalking; or
 - Legal services related to the domestic violence, sexual violence, abuse or

stalking.

B. Family member means the following for purposes of this policy:

- Biological, adopted or foster child, stepchild or legal ward, a child of domestic partner, a child to whom the employee stands *in loco parentis*, or an individual to whom the employee stood *in loco parentis* when the individual was a minor,
- Biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood *in loco parentis* when the employee or employee's spouse or domestic partner was a minor child,
- Spouse or a registered domestic partner
- Grandparent, grandchild or sibling (whether biological, foster, adoptive or step) of the employee or the employee's spouse or domestic partner, or
- Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

When unable to report to work due to illness or for one of the reasons listed above, employees must give their supervisor reasonable advance notice of the need to use paid sick leave and shall make a reasonable effort to schedule the use of the paid sick leave in a manner that does not unduly disrupt the Town's operations. If reasonable advance notice is not possible, contact your supervisor as soon as practically possible and prior to the beginning of your shift, if possible. Notification should include the expected duration of your absence, if known.

Paid sick leave under this policy may run concurrently with leave taken under other applicable policies, including leave taken under the Family and Medical Leave Act (FMLA).

Employees who are denied needed paid sick leave for one of the purposes listed in this section should contact Human Resources or the Town Clerk for an individualized review.

Earned sick leave may be voluntarily transferred from one employee to another in order to alleviate a hardship for an employee who has used all his/her leave due to a personal or family emergency. Employees who wish to transfer their sick leave need to submit a request to the Finance Department to complete the transfer.

4. BEREAVEMENT LEAVE

A full-time employee may be granted paid bereavement leave due to a death in the immediate family.

For the purpose of this section the term immediate family means the employee's spouse, child, stepchild, mother, father, step-mother, step-father, sister, step-sister, step-brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent-in-law, grandparent, and grandchild.

The amount of bereavement leave is limited to three (3) work days. If the employee wishes to take leave beyond the bereavement amount, the additional hours will be charged to sick leave.

5. MILITARY LEAVE

If you are a member of the U.S. Armed Forces Reserve, National Guard or performing other

protected uniformed service, you are granted an unpaid leave of absence when called for active or inactive duty training. This time is granted in addition to earned vacation time. However, if you desire to use your vacation time for this purpose, you may voluntarily do so if you make a request in writing.

If you are called to serve in a branch of the U.S. Armed Forces for an extended period, upon returning to the Town after separation from military service, you may be reinstated in accordance with the laws governing veterans' re-employment rights. All employees entitled to military leave shall give their supervisors an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

6. CRIME VICTIM LEAVE

Certain employees are allowed time off to be present at a court-related proceeding, or to obtain an order of protection, associated with being a victim of a crime or juvenile offense pursuant to state law, unless the time off creates an undue hardship on the Town. Employees are not eligible for the leave if they are accused of the crime or are in custody for the crime.

To qualify for crime victim, leave, you must submit to Human Resources a copy of the form provided to you by the law enforcement agency involved in the proceedings or, if applicable, notice of each scheduled proceeding, each time you request leave. You will be required to use any paid time off that is available to you in conjunction with the leave. If paid time off is not available, the leave time will be unpaid. Exempt staff members will be paid their normal salary during any workweek in which they use crime victim leave and also perform services for the Town, regardless of the amount of time spent performing those services.

7. JURY AND WITNESS DUTY LEAVE

Every full-time employee of the Town who is required to serve as a juror shall be entitled to absent themselves from their duties with the Town during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid full salary and any payment received from the court shall be remitted to the Town, except travel pay, for such duty. Employees subpoenaed to testify as witnesses in criminal or civil cases shall be entitled to absent themselves in the same manner as for jury leave.

Employees are expected to return to work if they are excused from jury duty during regular working hours.

The Town may require that employees submit a copy of the summons to serve on the jury and/or proof of service upon completion of jury duty.

8. VOTING

Voting is an important responsibility we all assume as citizens. We encourage employees to exercise their voting rights in all municipal, state, and federal elections.

If the employee does not have three consecutive hours outside of working hours when the polls are open. The employer must pay the employee for time off to vote only for the time off that when added to the time difference between the work hours and opening or closing of the polls will provide the employee three consecutive hours to vote.

Example, the voting polls are open from 6:00 a.m. to 7:00 p.m. The employee's work hours are 8:00 a.m. to 5:00 p.m. The employer must provide an hour of paid time off to vote at the beginning or ending of the employee's shift because the employee only has two consecutive hours at the beginning or ending of his shift to vote.

9. QUESTIONS

All questions regarding leaves of absence should be directed to the immediate supervisor.

SECTION 20- FAMILY AND MEDICAL LEAVES OF ABSENCE (FMLA)

1. GENERAL

The Town provides up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- A. Incapacity due to pregnancy, prenatal medical care, or child birth;
- B. To care for the employee's child after birth, or placement for adoption or foster care;
- C. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition;
- D. Serious health condition that makes the employee unable to perform the employee's job.

2. MILITARY FAMILY LEAVE ENTITLEMENTS

Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the Armed Forces, National Guard, or Reserves may use their twelve (12) week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.”

3. BENEFITS AND PROTECTIONS

During FMLA leave, the Town maintains the employee’s health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee will be required to reimburse the Town for payment of insurance premiums during leave.

Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Certain highly compensated employees (key employees) may have limited reinstatement rights.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave. As with other types of unpaid leaves, vacation and sick leave will not accrue during the unpaid leave. Holidays, bereavement leave, or employer’s jury duty pay are not granted on unpaid leave.

4. ELIGIBILITY REQUIREMENTS

Employees are eligible if they have worked for the Town for at least twelve (12) months, for 1,250 hours over the previous twelve (12) months, and if they work at a work site with at least fifty (50) employees within seventy-five (75) miles.

5. DEFINITION OF SERIOUS HEALTH CONDITION

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents a qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

6. USE OF LEAVE

The maximum time allowed for FMLA leave is either twelve (12) weeks in a twelve (12) month period as defined by the Town, or twenty-six (26) weeks as explained above. The Town uses the twelve (12) month period measured forward from the first day of an employee’s leave.

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must

make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Town's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employees taking intermittent or reduced schedule leave based on planned medical treatment and those taking intermittent or reduced schedule family leave with the Town agreement may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

7. SUBSTITUTION OF PAID LEAVE FOR UNPAID LEAVE

The Town requires employees to use accrued vacation and sick leave while taking FMLA leave. In order to use these leaves during FMLA leave, employees must comply with the Town's normal paid leave policies. If an employee fails to follow the Town's policies, the employee cannot use accrued paid leave, but can take unpaid leave. FMLA leave is without pay when paid leave benefits are exhausted

8. EMPLOYEE RESPONSIBILITIES

Employees must provide thirty (30) days advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Town's normal call-in procedures.

Employees must provide sufficient information for the Town to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities; the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Town if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees also may be required to provide a certification and periodic recertification supporting the need for leave. The Town may require second and third medical opinions at the Town's expense. Documentation confirming family relationship, adoption, or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action in accordance with the Town's attendance guideline. Employees on leave must contact the Human Resource Manager at least two days before their first day of return.

9. TOWN RESPONSIBILITIES

The Town will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the Town will provide a reason for the ineligibility.

The Town will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Town determines

that the leave is not FMLA-protected, the Town will notify the employee.

10. UNLAWFUL ACTS

FMLA makes it unlawful for the Town to:

- A. Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- B. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

11. ENFORCEMENT

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the Town.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

SECTION 21- TOBACCO

In keeping with the Town's intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace. Smoking is only permitted in designated areas. Designated areas are determined by the Department Director in accordance to Arizona State Law. This prohibition includes all forms of tobacco and e-cigarettes. This restriction applies to all employees.

SECTION 22 – GRIEVANCE PROCEDURE

If an employee has a problem concerning a work-related matter, it should be discussed frankly with their supervisor. Normally, this discussion should occur within three (3) to five (5) days of the incident, or in a timely manner.

If an employee is not satisfied after discussing the problem with their supervisor, or if it is inappropriate to go to the supervisor, the employee should take their problem to higher levels within the department or a representative of the Human Resources Department. Should the employee desire further resolution, they should speak with the Town Manager who will make the final determination.

SECTION 23- ELECTRONIC DEVICE COMMUNICATION AND USAGE

1. GENERAL

The purpose of this Policy for the use of the Internet, Electronic Communications and Other Technology (the "Policy") is to give users of the Town electronic communication systems clear guidance on what can and cannot be done with such systems. Failure to follow this policy can result in violations of the law, costly fines and penalties, expensive lawsuits and judgments, and otherwise impair the Town's ability to conduct its affairs; therefore, it is critical to strictly follow this Policy.

Electronic communications include, but are not limited to, electronic mail, instant messaging, access to and use of the Internet, Town-run networks and websites, network services, facsimile (fax), file transfers, electronic data interchange, audio and video teleconferencing, voice mail, telephone systems and wireless technologies such as personal digital assistants (PDA's), cellular phones and pagers.

"Electronic communication system" or "System" as referred to in this policy is any system which is necessary or desirable to support the Town electronic communications, which is owned, leased or otherwise contracted for by the Town, or which is being used to access the Town's electronic communications or otherwise being used in furtherance of the Town's business, whether or not owned or leased by the Town, including such equipment that is owned or leased by an individual user.

This Policy applies to all employees, representatives and agents of the Town and any other users of the Electronic Communication System (collectively referred to as "Users").

2. INTENDED USE

The Electronic Communication System is intended primarily for use in connection with the Town's mission and related services.

3. NO EXPECTATION OF PRIVACY

All computer files, documents, and software created or stored on the Town's System are subject to review and inspection at any time. Employees should not assume that any such information is confidential, including e-mail either sent or received. The Town may also disclose the contents of a User's electronic communications or data to third parties without prior notice to or consent of the User. The Town will also respond to legal process, complaints or use in violation of this Policy and fulfill its obligations to third parties. For that reason, Users do not have the same expectation of privacy in their use of the Electronic Communication System as with personally-owned, non-Electronic Communication Systems, and communication tools. Users should not expect privacy, and Users should structure their electronic communications in recognition of the fact that the Town may from time to time examine the content of electronic communications. Moreover, the deletion of a message or document may not fully eliminate such message or document from the Town computer network. All Users waive any right to privacy in their use of the Electronic Communication System and consent to access and disclosure of such documents/messages by authorized Town personnel.

4. OWNERSHIP

All electronic communications and data that are created, sent, received, stored and/or accessed using the Electronic Communication Systems are Town property. All data and information created, sent, received, stored and/or accessed by employees of the Town during their employment by the Town, and which relates in any way to their employment by the Town, is the property of the Town, whether such data is stored or accessed using the Electronic Communication Systems, maintained in hard copy, or stored electronically on systems not

belonging to the Town. Moreover, all hardware, infrastructure and software provided by the Town are owned by the Town. Computer equipment should not be removed from Town premises without written approval from a department head. Users are responsible for maintaining such property in good condition and shall return such property to the Town upon termination of its use or upgrade.

Employee work hours are valuable and should be used for business. Excessive personal phone calls can significantly disrupt business operations. Employees should use their break or lunch period for personal phone calls.

Confidential information should not be discussed on a cell phone or PDA (personal digital assistant). Phones and PDAs with cameras should not be used in a way that violates other Town guidelines such as, but not limited to, EEO/Sexual Harassment and Confidential Information.

For safety reasons, employees should avoid the use of cell phones and PDAs to make calls while driving. Employees must park whenever they need to use a cell phone. Generally, stopping on the shoulder of the road is not acceptable. Employees are prohibited from using a cell phone or other device to text while operating a motor vehicle. Texting is permitted only where the vehicle is at rest in a shoulder lane or lawfully parked.

The Town telephone lines should not be used for personal long-distance calls.

5. SECURITY OBLIGATIONS

- A. The goal of information system security is to protect information from unauthorized or inappropriate access or modification. The Town will maintain a system of information security to protect its proprietary data. An integral part of this system is the policies, standards and procedures set forth below. All Users must adhere to these policies, standards and procedures for the Electronic Communication System to remain viable and should immediately report any suspected, attempted or actual security violations or breaches.
- B. Users must take appropriate care to safeguard the security and integrity of the Electronic Communication System and not deliberately interfere with the Town access to data stored on the System or deliberately circumvent the Towns security procedures. Users should not add additional security, such as passwords, to their workstations or files without prior consent of the Department Head or Town Manager.
- C. Users are prohibited from using the System in any manner that creates an unreasonable risk of permitting unauthorized outside access to the Electronic Communication System. Persons who are not authorized Users may not be given access to, and are not permitted to use, the Electronic Communication System unless such access or use has been approved in advance by the employees Department Head. If approved, then those persons (including contractors and temporary employees) are subject to this Policy.
- D. Users shall not share centrally-administered passwords. In emergency or unusual situations, sharing of passwords for applications with a trusted coworker is permitted. Questions about sharing passwords should be directed to the Department Head. Users must inform their supervisor of any password necessary to obtain access to any security

- or “lock down” application (such as screen savers, BIOS passwords, etc.) when they are absent while their computer or application requires repair or maintenance.
- E. Users shall identify themselves to the system by signing on with their assigned user name. Users shall not misrepresent, obscure, suppress or replace a user’s identity on an Electronic Communication System. The user name, electronic mail address, instant messenger (“IM”) mail address, Town affiliation and related information included with electronic messages or postings must reflect the actual originator of the messages or postings.
 - F. Since viruses are often transmitted through e-mail attachments, before opening an attachment, Users should verify through the use of Town approved anti-virus software that the attachment does not contain any viruses (such anti-virus software must be installed and kept active at all times on all computers used in connection with the System). Also, when accessing an attachment, Users should always save the attached document to disk or the hard drive, rather than opening it directly. While some file attachments are just web pages or external text files, others are programs, some of which may contain viruses. Be particularly careful with any files that have “.exe”, “.vbs.”, “.scr” extensions, especially when receiving file attachments from unknown sources. Before downloading and opening any file from the Internet, the User should scan the file for viruses. The same precautions should be taken with respect to other storage media including diskettes.
 - G. Users shall use the Electronic Communication System in a manner which does not compromise the security and integrity of the Town’s network, such as allowing intruders or viruses into the Town’s network. When using any computer attached to the Town’s network, users shall not access the Internet except through a Town approved Internet firewall. Users shall not access the Internet directly, whether through a modem or otherwise, unless their accessing computer is disconnected from the Town’s network.
 - H. Information sent using instant messaging is analogous to sending a postcard -- the information cannot be encrypted and is easily intercepted-- and as such is not secure. If a user accesses an instant messaging service using the system, the user shall select and use a user name that corresponds to their Town assigned e-mail address.
 - I. Any security breach substantiated or not, must be reported to the Internet Supervisor’s Office.

6. CONTENT OF MESSAGES

- A. Users of the Electronic Communication System are expected to use common sense and good judgment, taking into account that the very nature of such systems allows for messages to be forwarded quickly and accidentally to the wrong person. It is particularly important that Users apply this practice in what they say in the content of their electronic messages and in their access of the internet. Assume that your message may be accessed, forwarded and read or heard by someone other than the intended recipient - - even if it is marked as “private”. Also, Users should not intentionally access any site that is inappropriate for the Town, or which could cause embarrassment to the Town or the User. While not every standard can be listed here, the following are some common examples to guide your use of the System:
 - 1. Electronic communications should not contain sensitive, critical, confidential or proprietary information, unless encrypted or otherwise secured according to

- standards established by the Town, and even then, limited only to necessary recipients.
2. Acts that might create a “hostile environment”: Use of the System in a way that violates the Town Employee Manual; or to disseminate or intentionally access material that is defamatory, sexually oriented, obscene, pornographic, harassing, threatening, illegal, fraudulent, offensive or unwelcome to coworkers is expressly prohibited.
 3. Unauthorized use or copying of software, copyrighted materials or of information belonging to others. Use of the System for unauthorized copying of copyrighted software or content is expressly prohibited. Similarly, proprietary information belonging to others must not be placed on the System without the prior written approval of the Town Manager.
 4. If a User receives notice, in writing or otherwise, or becomes aware that the Electronic Communication System is being or is proposed to be used to create, disseminate, store, upload or download any messages, communications or other material in violation of the copyrights, trademarks, patents, intellectual property or other property rights of any party, such User shall inform the Town Manager in writing of such use or proposed use. The Town reserves the right to remove or disable access to any material that is claimed to be infringing or to be the subject matter of infringing activity.
 5. The U.S. and some other countries prohibit the transfer of certain technical data without an export license. No such transfers should be done through the Electronic Communication System without proper approval.
 6. The System may not be used for political or social announcements not directly connected with the Town unless such announcements are placed in areas specifically designated for that purpose or prior approval by the Department Head has been obtained.
- B. The System may not be used to send unsolicited advertising, junk, or chain e-mail messages (also known as “spam”). When sending out bulk e-mail (where one message is sent to numerous recipients):
1. Ensure that all recipients have requested to receive such communications from the Town (for example, by filling out a registration form);
 2. Follow e-mail service provider’s policies or terms and conditions;
 3. Label advertisements with “ADV” in the subject line;
 4. Ensure that all information in the text and header are accurate, including the e-mail’s point of origin;
 5. Ensure that the e-mail is sent with proper routing and transmission;
 6. Use the “bcc” field rather than the “to” or “cc” fields to list recipients’ e-mail addresses;
 7. Include in the body of the message the sender’s name, address and e-mail address and clear and conspicuous instructions for how to request to be removed from the mailing list and remove all recipients who have opted out from all mailing lists used by the Town; and
 8. Send a copy of all such e-mail messages to the Town Manager.
 9. Unsolicited electronic mail or communications received from unknown sources should be promptly discarded without forwarding to anyone and/or without responding in any manner to the originator.

7. ADDITIONAL USER OBLIGATIONS

- A. In order to conserve limited resources, files that are not Town related should not be stored on the Town's network servers. The Town has no responsibility to provide copies of personal data to employees leaving the Town.
- B. Access to the Town's internal computer networks using non-Town provided computers or PDAs, including access from remote locations such as employee homes, hotel rooms and affiliates, must in all instances be approved in advance by each individual Department Head. Such remote access may be revoked at any time for any reason, including failure to comply with the Town's security policies.
- C. Users placing information on the Internet relating to the Town or in the course of performing his/her employment duties are, in effect, publishing such information on the Town's behalf. Only authorized personnel shall engage in such publishing activities, other than the sending or receiving of e-mail. Authorized personnel shall observe all existing standards, policies and regulations regarding materials published on the Town's behalf, and shall establish accountability for all information regarding the Town's mission or publications posted on the Internet for public access, including postings on electronic bulletin boards, chat rooms and information obtained "hyperlinks" to externally stored information. In no event shall a User represent his or her personal opinions as those of the Town or misrepresent oneself as another individual, or Town. No materials are to be placed on the Town's website without the approval of the Town Manager. No new websites shall be developed without the prior written approval of the Town Manager.
- D. The Town permits the occasional personal use of the Electronic Communication System by Users, however, Users should understand that personal use (a) must not in any way interfere with or impede the Town's mission, (b) must be occasional and minor, (c) must be promptly discontinued at the request of the Town, and (d) is expressly subject to all of the provisions in this Policy, as well as all other applicable Town policies and guidelines.
- E. Use of the systems for "recreational" uses (non-business Internet access, games, music, talk radio stations, etc.) is prohibited when engaging in such activity interferes with an employee's job duties, violates the Town Employee Manual, or interferes with the efficient functioning of the System.
- F. All software used in connection with the System must be authorized by, or acquired through, the Department Head. The Town complies with all software copyrights and the terms of all software licenses. Users may not duplicate licensed software or related documentation or download such material unless the license agreement expressly allows for such use and the Information Services Office approves. The Town reserves the right to remove any unauthorized software from any Town owned equipment or any personally-owned equipment on the Town's premises. The Town reserves the right to conduct audits of the System to ensure that the Town and its Users are in compliance with all applicable software licenses and internal policies. Users are expressly prohibited from downloading or transmitting unauthorized or unlicensed software from the Internet or other sources onto the System. The downloading of "freeware" or "shareware" from the Internet is also prohibited unless approved by the Department Head.

SECTION 24- CREDIT CARDS

Town issued credit cards shall not be used for any purpose to conduct transactions without the prior written approval of the Department Head or Town Manager. Credit card use will be in compliance with the Town's Financial Policies and Procedures.

SECTION 25- VEHICLE USE POLICY

1. GENERAL

Provides for the administration of the use of Town vehicles and privately-owned vehicles when used by employees of the Town to conduct Town business. All vehicles (Town and privately-owned) must have a copy of vehicle insurance and registration in the vehicle before it can be driven.

- A. Employees must follow all laws while using Town-Owned vehicles, cannot transport any unauthorized person(s), and cannot use mobile devices while operating the vehicle.
- B. This policy governs the use of all Town owned vehicles and private vehicles used for town related business.
- C. This policy limits all use of town owned vehicles and privately-owned vehicles used for town business, to properly licensed town employees and officials who have obtained appropriate authorization for that use.
- D. Employees are required to annually provide proof of a valid driver's license to the Clerk if they are performing any work-related travel, either in private or public vehicles.
- E. Department Heads are responsible to the town manager for a full accounting of all town vehicles usage and/or private vehicles used for business related purposes.

2. TOWN OWNED VEHICLES:

Town Owned Vehicles must be used for town related business only.

- A. All municipal vehicles shall be parked at the end of each work shift in assigned parking areas.
- B. The assignment of Town Vehicles during work time use is based upon job responsibilities. Department Heads that have municipal vehicles available for this purpose may assign such vehicles in a manner consistent with workload and employee function.
- C. The use of all town vehicles assigned to the Police or Fire department is administered by those Chiefs in accordance with current Arizona Revised Statutes. Proper authorization is required for use of all town owned vehicles.
- D. The Department Head is responsible for the town vehicle use, including ensuring that employees keep vehicles clean and no abuse of the vehicle occurs.
- E. No town vehicle, except those authorized for commuting purposes, are to be taken home at the end of shift, without written authorization by the Town Manager and department head on an exception basis when it is related to business travel.

SECTION 26- WORKERS COMPENSATION

1. REPORTING OF INJURY

Every job-related injury or illness, regardless of severity, must be reported immediately to the supervisor and a written report prepared and submitted to the Town Clerk.

During those periods when workers compensation is not providing pay it must be charged to the employee's accrued sick leave or vacation leave if all sick leave has been exhausted.

An employee receiving temporary disability payments pursuant to workers compensation may supplement these payments through use of accumulated sick leave in order to continue to maintain his or her regular income. However, all employees receiving full salary in lieu of temporary disability payments shall remit any funds received under workers compensation to the Town.

2. RETURN TO DUTY

A certification from a licensed physician or practitioner allowing an individual to return to work is required for any absence, due to illness or injury, when it is determined by the Department Head that one is necessary to establish that an employee is fit to perform the essential functions of his/her position.

3. INSURANCE PARTICIPATION

Employees on special leaves without pay are responsible for the payment of their portion of the insurance premium. Each such employee must make the premium payment directly to the Finance Director in order to continue coverage.

SECTION 27- CONSTRUCTIVE DISCHARGE

Employees are encouraged to communicate to the Town whenever they believe working conditions may become intolerable to them and may cause them to resign. Under Section 23-1502, Arizona Revised Statutes, an employee may be required to notify an appropriate representative of the Town in writing that a working condition exists that the employee believes is intolerable, that will compel the employee to resign, or that constitutes a constructive discharge, if the employee wants to preserve the right to bring a claim against the Town alleging that the working condition forced the employee to resign.

Under the law, an employee may be required to wait for fifteen (15) calendar days after providing written notice before the employee may resign if the employee desires to preserve the right to bring a constructive discharge claim against the Town. An employee may be entitled to [specify: paid or unpaid] leave of absence of up to fifteen (15) calendar days while waiting for the Town's response to the employee's written communication about the employee's working condition.

ACKNOWLEDGMENT OF RECEIPT

I HAVE RECEIVED A COPY OF THE EMPLOYEE MANUAL DATED (DATE). I UNDERSTAND THAT I AM TO BECOME FAMILIAR WITH ITS CONTENTS. FURTHER, I UNDERSTAND:

- EMPLOYMENT WITH THE TOWN IS AT-WILL. I HAVE THE RIGHT TO END MY WORK RELATIONSHIP WITH THE TOWN, WITH OR WITHOUT ADVANCE NOTICE FOR ANY REASON. THE TOWN HAS THE SAME RIGHT.
- THE LANGUAGE USED IN THIS MANUAL AND ANY VERBAL STATEMENTS OF MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.
- THE MANUAL IS NOT ALL INCLUSIVE, BUT IS INTENDED TO PROVIDE ME WITH A SUMMARY OF SOME OF THE TOWN'S GUIDELINES.
- THIS EDITION REPLACES ALL PREVIOUSLY ISSUED MANUALS. THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE MANUAL, EXCEPT FOR THE AT-WILL NATURE OF EMPLOYMENT. THE TOWN THEREFORE RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM, ALONG WITH ANY OTHER PROCEDURES, PRACTICES, BENEFITS, OR OTHER PROGRAMS OF THE TOWN, WITHOUT PRIOR NOTICE.
- NO REPRESENTATIVE OF THE TOWN, OTHER THAN THE TOWN MANAGER, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE TOWN MANAGER AND ME. WE HAVE NOT ENTERED INTO SUCH AN AGREEMENT.

Employee Signature

Date

Employee Name