



TOWN COUNCIL SPECIAL MEETING

Friday, September 24, 2021 at 6:00 pm

Attendees: Staff: Heidi Wink - Interim Town Manager / Finance
Director, Kelsi Miller - Town Clerk, Robert Pena III - Interim Fire
Chief, Tosca Henry - Town Attorney (Via Telephone)

**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 SPECIAL MEETING: 6:00 P.M.

- 1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE:**
- 2. ROLL CALL:**

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

OLD BUSINESS

- 3. NEW TOWN MANAGER:**

- a. Executive Session:**

Discussion and possible action to enter into Executive Session pursuant to A.R.S. § 38 431.03 (A) (1) (3). No action will be taken in Executive Session.

- b. Town Manager Appointment:**

Discussion and possible action to appoint a new Town Manager.

- c. Town Manager Contract:**

Discussion and possible action regarding the presented contract between the

Town of Springerville and new Town Manager.

NEW BUSINESS

4. ADJOURNMENT:

Submitted by: _____

Posted by: _____

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

Contact: Kelsi Miller, Town Clerk (kmillerspringervilleaz.gov) (928) 333-2656 x 224 | Agenda published on 09/23/2021 at 10:16 AM

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Heidi Wink, Interim Town Manager
DATE: 09/24/2021
SUBJECT: Appointment of Town Manager

SUGGESTED MOTIONS:

I move to appoint Christopher Collopy as the Springerville Town Manager.

OR

Table this item

STAFF REPORT

Council, you may enter into Executive Session for this item if you choose as allowed under A.R.S. 38-431.03A(1)

The Town Manager recruitment began in July of 2021. Council held interviews with candidates on August 18, 2021. Council directed staff to negotiate with candidate Mr. Collopy to serve as the next Town Manager.

Per Town Code 2.12.010 The town manager shall be appointed by the common council for such time and for such period as shall be determined by the common council of the town.

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Heidi Wink / Interim Town Manager
DATE: 09/24/2021
SUBJECT: Town Manager Contract

SUGGESTED MOTION:

I move to approve the contract with Christopher Collopy to serve as the Town Manager as presented.

OR

I move to table this item, change this item, or not approve this item.

STAFF REPORT

Council, you may enter into Executive Session for this item if you choose as allowed under A.R.S. 38-431.03A(1)(4).

The Town Manager serves as a contract employee. We are proposing a two-year contract with Mr. Collopy for services of Town Manager.

TOWN OF SPRINGERVILLE EMPLOYMENT AGREEMENT
TOWN MANAGER

This Agreement is made and entered into this ___ day of _____ 2021, by and between the Town of Springerville, Arizona, a municipal corporation by and through the Town Council, hereinafter called “Town”, and Christopher Collopy, hereinafter called “Manager”.

RECITALS

WHEREAS, the Town desires to employ the services of Manager as the Town Manager of the Town of Springerville, Arizona; and

WHEREAS, it is the desire of the Town to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Manager; and,

WHEREAS, Manager desires to accept employment as Town Manager of the Town of Springerville.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

AGREEMENT

Section 1: Incorporation

The parties agree that the Recitals set forth above shall be deemed to have been incorporated into these Covenants and shall become a part of the Agreement of the parties.

Section 2: Duties and Employment

Manager shall serve at the pleasure of the Town Council pursuant to Arizona Revised Statutes § 9-303 (3) and the Springerville Town Code, and to perform other legally permissible and proper duties and functions as the Town Council shall from time to time assign and as outlined in the Springerville Town Code.

Section 3: Term

The Town Council employs the manager, and the Manager accepts employment as Town Manager, a full-time position, commencing on October 4, 2021 (the “Effective Date”) and ending at midnight on October 3, 2023.

If this contract is not to be extended and/or renewed, the Council shall notify the Manager in writing before September 1, 2023; otherwise, it shall be deemed that the Council has extended the normal expiration date of the Employment Contract for one year with the same salary and benefits, plus any additions or increments authorized by the Council and agreed to by the Manager.

Section 4: Initial Employment Benefits

A. The Manager shall receive Two Thousand Five Hundred Dollars (\$2,500.00) as a moving allowance, payable within thirty (30) days following the Manager's relocation to the Town. The Manager understands and agrees that if he voluntarily resigns before the end of the Term of this Agreement, or if the Manager is terminated for cause, the Manager shall reimburse the Town for the moving allowance on a per month pro rata basis. The Manager explicitly consents to the reimbursement to the Town by withdraw of any amount due from his final paycheck or payment of vacation hours. For the avoidance of doubt and by example only, if Manager voluntarily resigns in August 2022 (10 months after being hired), the Town would be entitled to 14 months of reimbursement, or \$1,458.33 ($\$2,500/24 =$

\$104.1666 x 14 = \$1,458.33).

B. The Manager shall receive forty (40) hours of sick leave on the Effective Date of hire.

Section 5: Termination and Severance Pay

A. If Manager is terminated by the Town Council, without cause, by an affirmative vote of a majority of the Town Council at any regular or special meeting, during which time Manager is willing and able to perform his duties under this agreement, then Town agrees to pay Manager a lump sum payment equal to three (3) months of the contract base salary and any accrued vacation that Manager earned during his employment with Town.

B. If Manager is terminated “for cause” or “for conviction,” the Town shall have no obligation to pay the aggregate severance pay designated in the above paragraph. “For cause” shall mean that Manager commits a substantial violation of the Town Code or the Personnel Policies, or is convicted of a felony or a misdemeanor involving moral turpitude, intentional infliction of bodily harm or the unlawful use of drugs.

C. In the event Manager voluntarily resigns or terminates his position with the Town, the Town shall have no obligation to pay the severance designated in Section 4A-, above.

D. As a condition precedent to receiving any severance pay, Manager shall execute a severance agreement acceptable to both parties, which shall include Manager's (i) full release of the Town, Town Council Members, and all of its agents and employees from any and all claims, including but not limited to demands, damages, causes of action or liability arising out of Manager's employments or termination of employment with the Town, and (ii) agreement not to initiate or cause to be initiated any lawsuit, claim, grievance, proceedings, or investigation of any kind, under any contract, law, or regulation, pertaining to employment with the Town.

Section 6: Resignation

In the event Manager voluntarily resigns his position with Town, Manager shall give Town at least one (1) month's notice in advance unless the parties agree otherwise.

Section 7: Salary

A. Town agrees to pay Manager for his service rendered pursuant hereto an annual base salary of \$95,000.00 payable installments at the same time as the other employees of the Town are paid. Compensation shall be reviewed on an annual basis and any merit increases will be at the discretion of the Town Council.

Section 8: Performance Evaluation

A. The Town Council may review and evaluate the performance of Manager not less than annually at a time and place set by the Council. The Manager's review and evaluation shall be in accordance with specific criteria developed jointly by the Town Council and Manager. The criteria may be changed from time to time as the Town Council may determine.

B. Town Council and Manager shall define the goals and performance objectives that they determine necessary for the proper operation of the Town of Springerville and in attainment of the Town Council's policy objectives and shall further establish a relative priority among those various goals and objectives.

Section 9: Hours of Work

It is recognized that Manager will generally keep normal office hours, but may shift time according to Town policy and FLSA regulations.

Section 10: Automobile

Town agrees to furnish to Manager an automobile during his employment with the Town. The automobile may be used for Town business which shall include commuting between his residence and Town Hall and incidental personal use arising hereunder. Manager agrees to comply with Arizona Revised Statutes § 38-538 et seq.. regarding the designation of motor vehicles. Manager further agrees that the automobile shall be driven only by Manager unless Manager authorizes another Town employee or Council member to drive the vehicle for Town business. Town shall be responsible for payment of liability, medical payments, uninsured, property damage, collision and comprehensive insurance and for the operation, maintenance, and repair of said automobile, arising from the permissible and lawful usage of the vehicle pursuant to this paragraph and State law.

Section 11: Benefits

At the time of employment Manager's workweek is Monday through Thursday 10 hours per day. On the Effective Date of this Agreement, Manager shall earn 6.538 hours of vacation time every pay period, or 26 times per calendar year, for a total of 170 hours per year. Manager acknowledges and agrees that the maximum number of vacation hours that can be accrued is 425 hours. Manager shall be both bound and entitled to all employment benefits afforded Town employees in the Town Code and Personnel Policies.

Section 12: General Business Expenses

A. Upon written request, review, and approval Town may budget for and to pay for professional dues and subscriptions of the Manager in associations and organizations necessary and desirable for the Manager's continued professional participation, growth and advancement, for the good of the Town.

B. Town acknowledges the value of having Manager participate and be directly involved in local/state civic clubs or organizations. Accordingly, upon written request, review, and approval Town shall pay for reasonable membership fees and/or organizations.

C. Town acknowledges the need for technical devices to assist Manager in the performance of his job. Therefore, upon written request, review, and approval Town shall provide Manager with a computer, software, fax/modem, cell phone/service plan, and/or other electronic devices for manager to perform the job and to maintain reliable communication.

Section 13: Indemnification

Town shall defend, save harmless, and indemnify Manager against any lawsuit, tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of Manager duties and those responsibilities as town manager, and will pay for the amount of legal fees, settlement or judgment arising wherefrom. The parties understand and agree that in the event of any such claim that the Town may assign the defense of such claim or action to its insurer(s) and Manager understands that the Town or its insurers shall control the appointment or retaining of any law firm to provide the defense of Manager contemplated by this section. The parties also agree that Manager may retain counsel of his own choosing at his own cost to provide additional, personal legal advice in the event of a claim covered by this indemnity.

Section 14: Bonding

Town shall bear the full cost of any fidelity or other bonds required of Manager under any law or ordinance.

Section 15: Provisions

A. Integration: This Agreement sets forth and establishes the entire understanding between Town and Manager relating to the employment of the Manager and the Town. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision or this Agreement during the life of the Agreement. Such amendments will be incorporated and made a part of this Agreement.

B. Binding Effect: This Agreement shall be binding on Town and Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date: This Agreement is effective on October 4, 2021.

D. Severability: The invalidity or partial invalidity of any portion of this Agreement will not affect the validity or any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of judicial modification of the invalid provision.

E. Modification: Nothing herein shall prohibit the parties from amending the terms and conditions of this agreements long as the amendment is made in writing and is executed by both Town and Manager.

F. Assignment: This Agreement is personal in its nature and neither of the parties hereto, without the express written consent of the other, shall assign or transfer this agreement or any rights or obligations hereunder.

G. Cancellation pursuant to Ariz Rev. Stat. § 38-511: This Agreement may be cancelled by the Town, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

Phil Hanson Jr., Mayor

Christopher Collopy

ATTEST:

Kelsi Miller, Town Clerk

APPROVED AS TO FORM:

Tosca Henry, Town Attorney
The Tosca Law Firm, PLC