



TOWN COUNCIL REGULAR MEETING

Wednesday, May 15, 2024 at 6:00 pm

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

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

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 items, whether they are listed on the agenda for discussion or not. 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. Staff Reports: Summary Updates

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

6. CONSENT ITEMS:

a. Consider approval of the April 17, 2024 Regular Meeting Minutes.

7. FORMAL RETIREMENT OF FIRE CHIEF ROBERT J. PENA JR:

Presentation officially retiring Chief Pena from the Springerville Fire Department.

OLD BUSINESS

8. ORDINANCE 2024-001: SECOND READING AND POSSIBLE ADOPTION

a. Second Reading of Ordinance 2024-001:

Ordinance 2024-001:

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF SPRINGERVILLE, ARIZONA, AMENDING TITLE 6, "ANIMALS" OF THE TOWN OF SPRINGERVILLE TOWN CODE; PROVIDING FOR SEVERABILITY, AND PROVIDING PENALTIES FOR VIOLATIONS AND ESTABLISHING AN EFFECTIVE DATE.

b. ACTION ORDINANCE 2024-001:

Discussion and possible action on Ordinance 2024-001, regarding amending Title 6 Animals in the Town of Springerville.

9. ADOT AIRPORT WILDLIFE FENCE DESIGN & INSTALL GRANT:

Discussion, direction, and possible action on the Arizona Department of Transportation grant for a wildlife fence design and installation at the Springerville Municipal Airport.

NEW BUSINESS

10. ROUND VALLEY QUILT & FIBER ARTS SHOW:

Discussion and possible action on the Tourism Tax Fund request by the Round Valley Quilt & Fibers Art Show in the amount of \$750.

11. CONNECTGEN LAVA RUN WIND AND SOLAR PROJECT:

Discussion and consideration of sending either a letter of support or non-support to the Apache County Planning and Zoning Chairman regarding the Lava Run Wind and Solar project.

12. 225 EAST MAIN STREET:

Discussion, direction, and possible action regarding the use and development of the Public Safety building located at 225 East Main St.

13. GILA RIVER INDIAN COMMUNITY GRANT:

Discussion and possible action on Round Valley Police Department applying for a grant with Gila River Indian Community for the purchase of new patrol vehicles.

14. EMPLOYEE MANUAL UPDATE:

Discussion and possible action regarding the proposed updated employee manual to reflect the guidelines within the Affordable Care Act pertaining to offering health insurance to employees working at least 30 hours per week.

15. UPAHEAD SOFTWARE AGREEMENT:

Discussion and possible action regarding the proposed software agreement with upAhead as presented.

16. TOWN MANAGER:

Discussion and possible action regarding the annual review of Town Manager including potential

performance pay. Council may enter into executive session pursuant to ARS 38-431.03(a)(1) regarding employment matters.

17. 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
May, 2024

UPCOMING:

- May 1st – June 5th – Weekly Gardening Workshops/ **Seed to Supper**
- May 2nd – Quemado Bingo Trip
- May 7th & 21st – Blood Pressure Clinic
- May 7th, 14th & 21st - YOGA
- May 23rd – Senior Art Class
- May 28th – Cooking Demonstration
- May 31st – Thunder Raceway, Monster Truck Event, Senior Trip
- June – Summer BBQ, Date TBD

April Community Assistance and Senior Services Counts:

Senior & Meal Services		Low Income Assistance Services	
Congregate Meals	365	Food Commodity Box (households)	423
Home Delivered Meals	501	Food Cards	15
Long Term Care Meals	22	Bus Pass	5
Indigent Meals	44	Fuel Cards	11
HEAD START Meals served	1700	Utility Assistance	35
Total Meals Served	2632		
Senior Equipment	1	Electric Deposits/Rental Assistance	3
Transportation Units	288	Appliance Repair/Replace	3
Volunteer Hours	113	Senior Food Boxes	127

Nutrition Education Program

Location	Age Group	Curriculum	# Participants	# Classes
Senior Center	Seniors	Nut Ed/ Food Demo	12	1
RV Elementary	4 th grade	Cooking Matters	80	8
RV Pre-School	Pre K	Color Me Healthy	22	2



Town Council Agenda Staff Report

Round Valley Community Services & Senior Center

Senior News

Robin Aguero, Director

356 S. Papago St., Springerville, AZ

928-333-2516

Simply defined, arthritis is inflammation of one or more of your joints.

A joint is where the ends of bones meet, such as your knee joint, shoulder joint, or the small joints in your spine. Inflammation is one of your body's normal reactions to injury or disease. In an injured or diseased joint, this results in swelling, pain, and stiffness.

The most common types of arthritis are osteoarthritis and rheumatoid arthritis, but there are more than 100 different forms. Although arthritis is mainly an adult disease, many arthritis-related diseases also affect children.



What is osteoarthritis?

Osteoarthritis is the most common type of arthritis.

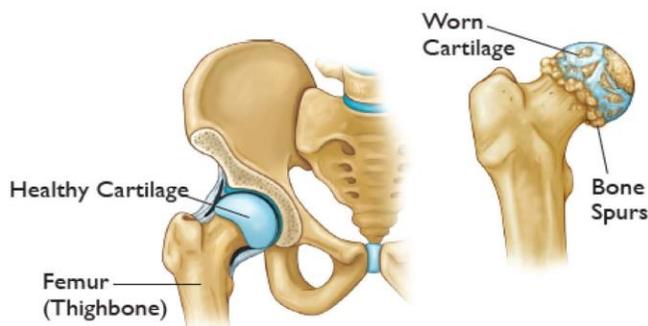
Also known as "wear and tear" arthritis, osteoarthritis often occurs during middle age. It develops slowly and the pain it causes worsens over time.

Anatomy. Healthy joints move easily because of a smooth, slippery tissue called articular cartilage. Cartilage covers and protects the ends of your bones where they meet to form a joint. Osteoarthritis causes this cartilage to wear away.

How it happens. Osteoarthritis occurs over time. When the cartilage wears away, it becomes frayed and rough. Moving the bones along this exposed surface causes pain.

If cartilage wears away completely, it can result in bone rubbing on bone. To make up for the lost cartilage, the damaged bones may start to grow outward and form painful bone spurs.

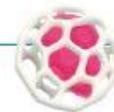
Symptoms. The most common symptoms of osteoarthritis are pain, stiffness, and swelling around the joint. Symptoms tend to be worse in the morning or after a period of inactivity.



Osteoarthritis can wear away the cartilage in your hip joint.



OrthoInfo Basics – Arthritis



What is rheumatoid arthritis?

Rheumatoid arthritis is a chronic disease that can affect many parts of your body.

Rheumatoid arthritis most often starts in the small joints of your hands and feet. It usually affects the same joints on both sides of the body. For example, if you have pain and swelling in your right knee, you also have pain and swelling in your left knee. Many joints are often affected at the same time.

Anatomy. The joints of your body are covered with a lining - called synovium - that lubricates the joint and makes it easier to move. Rheumatoid arthritis causes the lining to swell, which causes pain and stiffness in the joint.

How it happens. Rheumatoid arthritis is an autoimmune disease. This means that the

immune system attacks its own tissues. With rheumatoid arthritis, instead of protecting the joint, the immune system begins to produce substances that destroy the joint, as well as the ligaments, tendons, and muscles that support it. This can result in joint deformity - such as bent, gnarled fingers - and loss of movement.

Symptoms. Autoimmune diseases affect your whole body. Rheumatoid arthritis can cause not just joint pain and stiffness, but fever, loss of appetite, and fatigue.

Because it is a chronic disease, rheumatoid arthritis is a life-long condition. Symptoms, however, may disappear for a period of time, then flare back up.

What are common treatments?

Because arthritis worsens over time, the sooner you start treatment, the better.

There is no cure for arthritis and, without treatment, it will progress and possibly cause serious disability. It is important to work closely with your doctor to create an effective treatment plan - one that you can easily follow. Most people find that some combination of treatment methods works best.

Lifestyle changes. Your doctor may recommend lifestyle changes to protect your joint and slow the progress of the disease.

Exercise. Regular exercise can decrease stiffness and strengthen the muscles that support your joints.

If you regularly do high-impact exercise (running, for example), switching to low-impact activities will put less stress on your weight-bearing joints. Walking, cycling, and swimming are good low-impact options.

Weight loss. If you are overweight, losing just a few pounds can make a big difference in the amount of stress you place on your weight-bearing joints. Losing weight can also make it easier to move and maintain independence.

Physical therapy. Specific exercises can improve the range of motion in your affected joints. Braces, splints, or shoe inserts can also help relieve arthritis pain by reducing stress on your joints.

(continued on page 3)



OrthoInfo Basics – Arthritis



(Common Treatments – continued from page 2)

Medications. There are a range of medications that may help relieve pain and reduce inflammation.

Acetaminophen. Mild arthritis pain is often relieved with acetaminophen.

Nonsteroidal anti-inflammatory medicines. Drugs like aspirin and ibuprofen reduce both pain and swelling.

Steroid injections. Cortisone is a powerful anti-inflammatory medicine that can be taken by mouth or injected into the painful joint.

Disease-modifying anti-rheumatic drugs. These medicines are used to slow the progression of rheumatoid arthritis. Drugs like methotrexate, sulfasalazine, and gold injections are designed to stop the immune system from destroying the joints.

Living with arthritis

Learning you have arthritis can be discouraging. In addition to the many treatment options for arthritis, there are things you can do to lessen the impact the disease has on your life.

Talk to your doctor. If your symptoms worsen or you are having a hard time coping, your doctor can review your treatment plan.

Consult a physical therapist. A physical therapist will teach you exercises to improve your strength and flexibility. A therapist can also help you find new ways to do everyday activities. Simple changes, like using a reacher to pick up low-lying things, can make a huge

Surgery. Your doctor may consider surgery if your pain worsens and causes disability.

Osteotomy. The bones that make up a joint (such as those that make up the knee) are cut and realigned.

Synovectomy. The diseased and damaged joint lining caused by rheumatoid arthritis is removed to reduce pain and swelling.

Fusion. In this procedure the ends of the bones are fused together. This prevents joint motion and relieves pain.

Joint replacement. This surgery removes the damaged joint and replaces it with an artificial device.



A total hip replacement

difference in relieving joint pain. Your therapist may suggest assistive equipment for your bathroom, like a shower bench, elevated toilet seat, and handrails.

Get plenty of rest. Arthritis can make you more tired, and your arthritis symptoms may worsen when you are fatigued. Try to get a full night's sleep, and take short naps during the day if you need to.

Discuss alternative medicine with your doctor. Some alternative therapies appear to help arthritis pain. Talk to your doctor before trying any alternative treatments. They could interfere with your treatment plan.



Town Council Agenda Staff Report



Thunder Raceway, Monster Truck Event

Friday, May 31st

Laughlin - SPRING '24

Contact Brian for details: 928-245-2528

Transportation for Seniors

All the Best Options

OLD AGE PREP



Local Transportation available throughout **Springerville** and **Eagar**

Monday - Thursday

8:00 am - 2:00 pm

Wheel Chair Accessible

Requested Donation: \$2.50/ One Way \$5.00/ RT

Show Low : 1st and 3rd Fridays

\$15 Charge for Round Trip

Or Bus Pass required.

Call 24 hours in advance: 928-245-2528

MEALS ON WHEELS

(928) 333-2516

Do you or someone you know struggle to prepare nutritious, well-balanced meals? Are you 60 years of age or older? Then Meals on Wheels might be for you!

Meals on Wheels have been proven to help people stay independent in the community by providing meals as well as a daily visit by dedicated, caring volunteers.



Meals on Wheels offers a Monday - Thursday delivery. If needed, weekend meals can also be provided. A weekly donation is requested.

If you do not qualify for Meals on Wheels, we have a Private Pay service available as well.

For more information, please contact the Round Valley Community Services & Senior Center at (928) 333-2516.



free gardening course

where
Round Valley Community Center
Round Valley Senior/Community Center
356 S. Papago St. Springerville, AZ 85938

who
Open to adult participants

how
Please contact for more information:
Tomas Lozoya:
tlozoya@springervilleaz.gov
Robin Aguero
raguero@springervilleaz.gov

or Call: 1-928-333-2516 Opt. #4

details
Please plan to attend all 6 classes. Participants get a free gardening book, and other goodies as available.

**Seed to Supper:
Growing Veggies on a Budget**

Wednesdays

May 1st – June 5th

9:30-11:00 am

Learn low-cost ways to build healthy soil, plan your growing space, choose your crops, care for your growing garden, and harvest your bounty!



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**

NEVER MISS A NEWSLETTER

Want to receive a copy of our newsletter via email each month, send an email

TO: raguero@springervilleaz.gov

SUBJECT: Email Newsletter



Drive -Thru

Every Tuesday

10:00 am—12:30 pm

356 S. Papago St.

Springerville

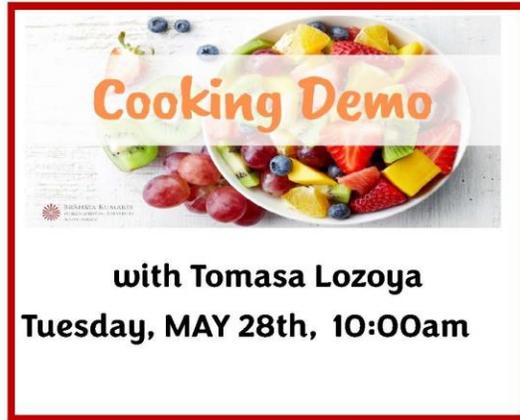
**Senior Food
Boxes**

2nd Tuesday of each
month

For information :

Robin Aguero

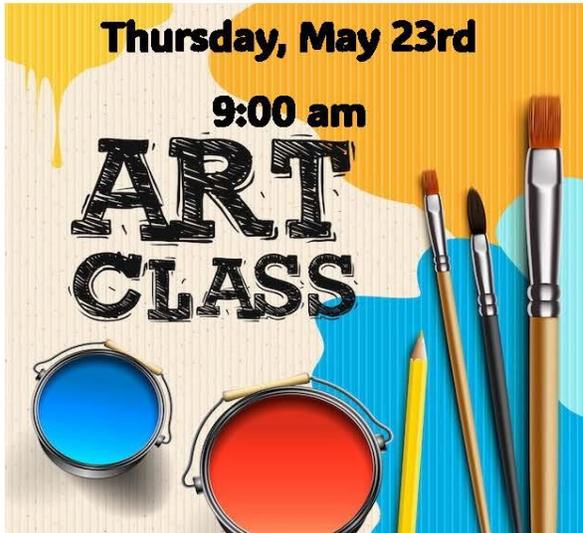
333-2516 (Option 4)



**with Tomasa Lozoya
Tuesday, MAY 28th, 10:00am**



Town Council Agenda Staff Report



Green Bean Rice Casserole

This no-fuss side dish is a great addition to any meal and can be prepared in a flash.

Ingredients

- 1/2 cup onion, chopped
- 2 teaspoons vegetable oil
- 1/2 cup rice, uncooked
- 1 can low-sodium green beans, drained (about 15 ounces)
- 1 can low-sodium diced tomatoes (about 15 ounces)
- 1 cup water



Directions

1. In a medium-size pan, cook onions in vegetable oil until they start to turn light brown.
2. Add the rice, green beans, tomatoes, and water.
3. Bring to a boil.
4. Cover the pot with a lid and cook over low heat for 10 minutes.

Reprinted from: <https://www.myplate.gov/recipes/myplate-cnpp/green-bean-and-rice-casserole>

Apple Wedges with Pumpkin Almond Butter

Breakfast is a snap with this simple dip!

Ingredients

For the Dip:

- 1/2 cup pumpkin puree (canned or from scratch)
- 1/3 cup almond butter (or crunchy peanut butter)
- 2 tablespoons maple syrup
- 1/8 teaspoon cinnamon

Apple Slices:

- 24 slices golden delicious apple slices
- 24 slices granny smith apple slices



Directions

1. Mix dip ingredients.
2. Serve with apple slices.

Reprinted from: <https://www.myplate.gov/recipes/myplate-cnpp/apple-wedges-pumpkin-almond-butter>

Grilled Cheese with Peaches

This grilled cheese packs an unexpected twist with the sweetness of canned peaches!

Ingredients

- 8 slices whole grain bread
- 1 15-oz can of peaches, drained
- 8 slices low-fat cheddar cheese
- 7 1/2 cups spinach
- 4 teaspoons vegetable oil



Directions

1. Heat the 4 tsp of vegetable oil in a large non-stick pan over medium heat.
2. Place 4 slices of whole grain bread in the pan.
3. Layer (in this order) one slice of cheese, a handful of spinach, 4 to 6 peach slices, another slice of cheese, and a slice of bread on top of each original slice of bread.
4. After 4 to 5 minutes, flip each sandwich and cook another 4 to 5 minutes.



FREE BLOOD PRESSURE CLINIC

Please join us

Round Valley Senior Center

356 S. Papago

Springerville, AZ

MAY 7TH & 21ST - 10:30 AM - 12:30 PM

JUNE 4TH & 18TH - 10:30 AM - 12:30 PM



For more information, call
Accord Hospice of the White Mountains
928-271-8013



Town Council Agenda Staff Report

MAY

MONDAY	TUESDAY	WEDNESDAY	THURSDAY
		<p>1</p> <p>Lunch served at 11:30</p> 	<p>2</p> <p>Lunch served at 11:30</p>
<p>6</p> <p>Lunch served at 11:30</p>	<p>7</p> <p>Lunch served at 11:30</p> <p>YOGA class 9:30</p> <p>Food Bank 10:00—12:30</p>	<p>8</p> <p>Lunch served at 11:30</p> 	<p>9</p> <p>Lunch served at 11:30</p>
<p>13</p> <p>Lunch served at 11:30</p>	<p>14</p> <p>Lunch served at 11:30</p> <p>YOGA class 9:30</p> <p>SENIOR BOXES Food Bank 10:00—12:30</p>	<p>15</p> <p>Lunch served at 11:30</p> 	<p>16</p> <p>Lunch served at 11:30</p>
<p>20</p> <p>Lunch served at 11:30</p>	<p>21</p> <p>Lunch served at 11:30</p> <p>Food Bank 10:00—12:30</p> <p>YOGA class 9:30</p>	<p>22</p> <p>Lunch served at 11:30</p> 	<p>23</p> <p>Lunch served at 11:30</p> <p>ART Class 9:00am</p>
<p>27</p> 	<p>28</p> <p>Lunch served at 11:30</p> <p>Food Bank 10:00—12:30</p> <p>FOOD DEMO</p>	<p>29</p> <p>Lunch served at 11:30</p> 	<p>30</p> <p>Lunch served at 11:30</p>



Town Council Agenda Staff Report

HELLO MAY

MENU – MAY, 2024

Lunch Served at 11:30 a.m.

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

Monday	Tuesday	Wednesday	Thursday	Friday
		1 Chicken Fajitas Onions & Peppers Sliced Tomatoes Tortilla Orange	2 Sloppy Joes Broccoli Salad Peas/Carrots Tropical Fruit	3 BBQ Pork Ribs Sweet Potatoes Tossed Green Salad Roll Fruit Cup
6 Tuna Salad Sandwich White Bean Soup Green Beans Strawberries & Bananas	7 Spaghetti / Meat sauce Corn Mixed Green Salad Garlic Bread Fruit Cocktail	8 BBQ Chicken Legs Sweet Potatoes Broccoli Roll Oranges	9 Beef Stew Potatoes, Carrots, Tomatoes Apple Slaw Cornbread Pears	10 Turkey Burger/ Bun Baked Beans Lettuce/ Tomatoes Summer Squash Fruit Cup
13 Pepperoni Pizza Green Salad w/ Tomatoes 3-Bean Salad w/ Garbanzo, Green Beans & Corn Pineapple	14 Chicken Enchiladas Spinach Diced Cabbage & Tomatoes Tortillas Mixed Berries	15 Baked fish Mixed Veggies 7-Layer Salad Roll Fruit Cocktail	16 Beef Lasagna Seasoned Carrots Cucumbers & Tomatoes Garlic Bread Bananas	17 BBQ Pork Ribs Sweet Potatoes Tossed Green Salad WG Roll Fruit Cup
20 Egg Salad Sandwich Cole Slaw w/ Cabbage & peppers Minestrone Soup WG Bread <i>Strawberries</i>	21 Meat Loaf Mashed Potatoes Sliced Tomatoes Seasoned Carrots WW Bread Tropical Fruit	22 Herb Baked Chicken Green Beans Romaine Salad Cornbread Orange	23 Hamburger/Bun Lettuce/Tomato/ Pickles Baked Beans Pears	24 Southwest Chicken Salad Black beans & Corn Mixed Greens Tortilla
27 CLOSED FOR MEMORIAL DAY	28 Salisbury Steak Mashed Potatoes w/ gravy, Roll Steamed Carrots Peaches	29 Chicken Taquitos Pinto Beans Lettuce/Tomato Fruit Cocktail	30 Pork Roast Mashed Potatoes/Gravy Bread Spinach Applesauce	31 Southwest Chicken Salad Black beans & Corn Mixed Greens Tortilla

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 April 2024

Springerville Heritage Center & Casa Malpais Archaeological Park Community Event Planning

- Visitor counts for the museum rose slightly in the month of April. There were approximately 235 visitors.
- Casa tours picked up in April. We had a group of 24 people from the Forest Service that took the tour on the 24th. 67 people took the tour in April and revenue generated was \$725.
- As always, the feedback from patrons regarding the Museum and Casa was extremely positive.
- We are super excited that we received approximately 4500 toys from Toys for Tots for this year's Santa event. Public Works picked up the toys and brought them back. There are multiple pallets with all different kinds of toys. We will schedule a time to start sorting and organizing all of them soon. The plan is to put the information out to ALL the White Mountain communities, via the White Mountain Independent reporter and social media to encompass a much larger area of children to give toys to this year.



Round Valley Police Department

“Respect for Our Past, Confidence in Our Future.”



Chief Dayson Merrill

Town Council Agenda Staff Report

Round Valley Police Department Agenda Items and staff report

Round Valley Police Department April 2024

Total Incidents	257
Calls for Service	133
Officer Initiated Incidents	124
Traffic Stops	56
Other OIA Incidents	86
Bus/Building checks	15
Total Officer Cases	49
Accident	5
Civil	0
Crime	23
Death	1
Total Misdemeanor & Felony Arrests	14
Misdemeanor Arrests	8
Adult	7
Juvenile	1
Felony Arrests	6

Citations	14
Civil - Moving Violation	5
Civil - Non-Moving Violation	1
Criminal - Moving Violation	6
Criminal - Non-Moving	1
Criminal Violation	1

1. General Information

We attended the Association of Property and Evidence Training.

RV animal control position scheduled to start May 14.

RVPD Partnered with USFS for training on April 15.

RVPD participated in Carrer Day at the High School on April 23.

RVPD participated in an assembly at the Middle School.

April 25, RVPD conducted a new hire applicant process with oral broad, written test and physical agility test.

CURRENT

Chief Merrill

Lt. Bevington

Sgt. Holmes

Sgt. Gleeson

Officer Thomas Scruggs

Officer Sidney Aragon

RESERVE OFFICERS

Walker Richardson

VOLUNTEERS

Six (5)

Animal Control

RV animal control position scheduled to start May 14 (Michael Fortado)

HIRING PROCESS UPDATE:

LATERALS (interviewed and in the process to be hired)

None

RECRUITS (cleared for/attending the academy)

- Cadet Matthew Ryan started the academy on 01/29/2024 and is scheduled to graduate 06/14/2024.

INTERVIEWED (waiting on background)

- Cole Roosma (Entry level) Currently lives in Show Low, AZ. Panel interview, physical abilities test and written exam completed, and is moving on to background investigations. Scheduled to start the Academy on July 22, 2024
- Simeon Rivera (Entry level) Panel interview, physical abilities test and written exam completed, and is moving on to background investigations. Scheduled to start the Academy on June 10, 2024
- John Rippy (Entry Level) Panel interview, physical abilities test and written exam completed, and is moving on to background investigations. Scheduled to start the Academy on July 22, 2024

Dayson Merrill

Chief of Police

Round Valley Police Department

Town of Springerville

418 E. Main Street

Springerville, AZ 85938

dmerrill@springervilleaz.gov

Office (928) 333-4240





INCIDENTS BY INCIDENT TYPE
APRIL 2024

05/06/2024

INCIDENT TYPE	DESCRIPTION	NUMBER THIS TYPE
1021	Phone Message	1
1054	Intoxicated Person	3
415	Fight	1
911	911 Call	2
961	T/A No Injuries	5
961PP	T/A Private Property	1
962	T/A With Injuries	2
ABDV	Abandoned Vehicle	4
AC	Animal Call	30
ALARM	Burglary Alarm	2
AMB	Ambulance Call	10
AOA	Assist Other Agency	4
ASLT	Assault	2
BURG	Burglary	2
CA	CHILD ABUSE/NEGLECT	1
CD	CRIMINAL DAMAGE	1
CIVIL	CIVIL MATTER	4
CT	CRIMINAL TRESPASS	4
DIST	DISTURBANCE	9
DMVIOL	DOMESTIC VIOLENCE	2
DOGBITE	DOG/ANIMAL BITE	4
FIRE	FIRE CALL	3
FOLUP	FOLLOW UP TO DR	4
FPROP	FOUND PROPERTY	1
FRAUD	FRAUD/FRAUD SCHEMES	7
FUNESC	FUNERAL ESCORT	1
H/R	HIT AND RUN	2
HARAS	HARASSMENT	4
INFO	MISC INFORMATION	4
JUV	OTHER JUV CALLS	7
MEDALARM	MEDICAL ALARM	1
MISC	MISC CALLS FOR SVC. (OTHER)	7
OPEN	OPEN DOOR/WINDOW	1
OUT/W	OUT WITH SUBJ/VEH	2
RAJ	RUNAWAY JUVENILE	1
RECK	RECKLESS DRIVING	8
SC	SECURITY CHECK	15
SEXASLT	SEXUAL ASSAULT	1
SHOTS	SHOTS FIRED	2
SPEC	SPECIAL ASSIGNMENT	6
STPROP	STOLEN/REC PROP	1
SUI	SUICIDE/ATT SUICIDE	1
SUS	SUSP ACTY/PERS/VEH	11
THEFT	THEFT/SHOPLIFT	5



INCIDENTS BY INCIDENT TYPE
APRIL 2024

05/06/2024

INCIDENT TYPE	DESCRIPTION	NUMBER THIS TYPE
THREAT	THREATENING	3
TRF	TRAFFIC CALLS/STOPS	56
WELCHK	WELFARE CHECK	8
XPORT	10-15 TRANSPORT	1
Total Incidents		257

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Kelsi Miller, Town Clerk
DATE: 5/15/2024
SUBJECT: Consent Items

SUGGESTED MOTIONS:

I move we approve the April 17, 2024 Town Council Meeting Minutes 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, April 17, 2024 at 6:00 pm

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

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

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 PM. Robert Pena led the pledge of allegiance.

2. INVOCATION:

3. ROLL CALL:

Minutes:

The Town Clerk completed the Roll Call.

Present: Shelly Reidhead, Mayor; Richard Davis, Vice-Mayor; Douglas Henderson, Councilor;

Donald Scott, Councilor; Florencio Lozoya, Councilor

A quorum is present.

4. PUBLIC PARTICIPATION:

Minutes:

Brandee Snyder with the Springerville Eagar Chamber of Commerce updated that she is now serving as the vice-president of the Chamber. She updated on the recent activity of the Chamber including new board members. SRP has joined the chamber as visionary members with a donation of \$4,000 for community impact. They currently have 239 members and are working on changes that need to be done. She updated them on the chamber mixer on April 18th at 5:00 pm

and invited everyone. Lastly, she updated the next White Mountain Giveaway raffle will begin on April 25th and she informed them of the raffle prizes.

Slade Morgan with the Round Valley School District addressed the Mayor and Council. He informed them of an upcoming presentation with ASU regarding pathways and virtual programs to become teachers. This is a community event and anyone possibly interested in becoming a teacher should attend. The presentation will be held on Thursday April 25th at 6:00 pm at the District Board Room.

5. COUNCIL, MANAGER AND STAFF REPORTS:

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

Minutes:

Councilor Lozoya informed he recently attended a meeting with the Town of Eagar. He asked what the process is for requesting to use the bounce house for Eagar Days. Manager Rasmussen informed him he could put in the request at Town Hall.

Mayor Reidhead updated on recent meetings she attended. She met with Sheriff Mark Lamb two weeks ago, US representative Eli Crane, and today she met with Apache and Navajo County Mayors. She updated that the March for Meals event raised almost \$10,000 for our community services center. Lastly, she reminded the community to keep food prepping and every time we go to the store to stock up on a few extra canned food items.

b. Staff Reports: Summary Updates

Minutes:

Public Works Director Robert Pena updated the Council that the department will be losing the admin assistant Sam. He updated that we are moving forward with the AMR project and it will soon go out to bid.

Chief of Police Dayson Merrill went over the Police Department stats including a total of 288 incidents. He reviewed how many were misdemeanors, felonies, and officer-initiated. He explained they will be applying for a few grants, including the Gila River one for a few new vehicles. They attended an evidence training that certified them for state and federal grants. He updated that they have made a decision on an animal control officer and he is scheduled to start on May 7, 2024. Lastly, he updated on current staffing and the potential for 2 more cadets.

Town Clerk Kelsi Miller updated that we have done a ton of title work with the vehicles from the police and fire merger, we were also able to get the title on the fuel truck at the airport. Next, she updated that we are keeping a close eye on the legislation that has made it through the process and signed by the Governor. We hope to be able to give the updates soon.

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

Minutes:

Manager Rasmussen first updated that Maverick emailed us and has officially pulled out of the Springerville project. Next, he went over the current loans, the 5 current grants, other funding sources, and explained the total amounts for what we are working on. He explained there have been recent Facebook posts and he finds it important for the community to

understand we are working on a total of \$6 million worth of grants and projects. He updated us that we will have an item on a future agenda to discuss chip sealing, Springerville and Eagar have received a quote of \$500,000 per 5 miles of road. He informed them of some concerns with the EDA grants for the industrial park, Apache County had also applied for that money and we do not want to compete with our county. After working with CBA and the EDA we have confirmed Apache County is looking more into the carbon capture money and we are not competing. The Town is also working on updating the Emergency Management Plan. The Town of Eagar is in the process of putting together a bid packet to sell the former NPC property that we jointly own. He updated that we will start advertising for bids for the AMR meters on April 30th and those will be due on May 28th. He explained they have started holding budget meetings with department heads and those will continue next week. He is hoping they will have a work session on the tentative budget in May. He reminded them of Arbor Day, we plan to plant 5 trees on South Mountain to replace the dead ones we had to cut this year and 1 new tree in Liberty Park. Lastly, we have been in contact with Toys for Tots, they will be donating 35 boxes, totaling about 4,000 toys to give away for Christmas. It is our year to host Santa and we will do so the first Saturday of December. Along with the toys, the Town will also be giving away 600 brand new kids coats and shoes of all sizes.

6. CONSENT ITEMS:

Minutes:

ACTION: Motioned by Councilor Donald Scott, seconded by Vice-Mayor Richard Davis to approve consent items 6a and 6b as presented.

DISCUSSION: None

Vote results:

Ayes: 5 / Nays: 0

- a. Consider approval of the March 20, 2023 Regular Council Meeting Minutes.
- b. Consider ratification and approval of the accounts payable register from March 13, 2024 through April 9, 2024.

7. PUBLIC HEARING: Pickleball court

Minutes:

ACTION: Motioned by Councilor Donald Scott, seconded by Vice Mayor Richard Davis to enter into a public hearing to take Council and public comment on a grant for a pickleball court.

DISCUSSION:

Manager Rasmussen started by explaining this project will only occur if it is fully funded. He has been in contact with Kim Holaway regarding apply for some grants through AZ State Parks and Trails using the Land and Water Conservation Fund. The two grants combined and some in-kind contributions would fully fund the pickleball project. He discussed the two grants they could apply for and how the funds would not only build pickleball courts but also put \$100,000 toward park infrastructure improvements such as another bathroom. He explained the poor conditions of the old tennis courts and that they would have to be removed and a new slab poured. He next explained the Master Plan include the improvements to recreation opportunities funded by grants. Kim Haloway with the pickleball club explained they have great partners and support in writing a

grant to try to get additional pickleball courts. She explained pickleball is one of the fastest-growing sports for people of all ages. She feels this type of grant will benefit the community as a whole and will also fund infrastructure to connect the pickleball court to the rest of the park. She understands not everyone will play pickleball and that we should continue to improve all areas of the park. The idea is not for Springerville to dedicate money to this project. This is about improving the parks and using grant money to do so. She explained the parameters of the grant and explained this can not be used for roads as the comments online suggested. She reviewed the economic advantages and timeline of two years to expend the grant money. They discussed demo and the possible need for in-kind service to demo the current slab. She said Show Low recently built some and she would be happy to reach out to them to discuss contractors and costs. She informed the Council and public that she was here to answer questions if they had them.

Tobi Puzzi addressed the Mayor and Council. She explained she is a member of the pickleball club and wanted to explain what their goal is. They would like to have nicely surfaced courts with permanent nets that are open to the public. She further explained in the winter they use a church to play and they donate back to that church to help with utilities. The courts they use in Eagar are dedicated tennis courts, the pickleball club brings their own nets, if the public wants to play and they are not there they would also need to supply their own nets. She discussed all of the great improvements to the Eagar Park and how they felt this would be a good project to help improve a Springerville Park. She discussed the size of their club, the club that comes from Alpine to play, and the interest of the youth. She mentioned that they held a pickleball tournament last year and donated all funds to the swimming pool committee.

Pinky Myers addressed the Mayor and Council. She gave a history of pickleball and the origin of it from 1965. It is one of the fastest growing sports and an estimated 37 million people play it across the world. She explained it is played like a combination of tennis, ping pong, and badminton. Lastly she expressed the health benefits of being active.

Kay Dyson addressed the Mayor and Council. She expressed State Parks owes us. She feels this grant is not only sustainable but also affordable. She suggests the grant writers also get some support from the Chamber of Commerce. Grants like these will work.

Manager Rasmussen explained he spoke with Norma Messick regarding this grant and he would be relaying her support. She shared that she works and by the time she gets off work the other pickleball courts are closed. She doesn't have anywhere to play and fully supports Springerville receiving the grant to build pickleball courts.

Motioned by Councilor Donald Scott, seconded by Vice Mayor Richard Davis to leave the public hearing and enter back into regular session at 6:50 p.m.

Vote results:

Ayes: 5 / Nays: 0

8. PRESENTATION: Round Valley Pool Committee

Minutes:

The Round Valley Pool Committee asked this item to be tabled. Council tabled this item.

OLD BUSINESS

9. NEW TOWN LOGO:

Minutes:

Council reviewed the proposed logos both in the packet and those supplied on paper at the meeting. Council discussed fonts and placement of the writing and mountain. Council agreed and directed staff to bring back the Escudilla logo with the font similar to that of Snowflakes for final approval.

10. 760 AIRPORT ROAD:

Minutes:

DISCUSSION: Public Works Director Robert Pena explained we have talked about these properties but we need to relocate water lines to do so. They reviewed the parcel map and the possibility of having the line come up with parcel 105-18-015Q. Council and staff discussed the cost being around \$10,000. Council also discussed the need for 300 feet and if they should run 2, 4, or 6-inch waterline. They discussed a 4-inch line would be most appropriate considering what is existing on Williams. Council discussed the budget and if this could fall under contingency. Manager Rasmussen expressed the need to clean up some parcel numbers with the county prior to selling the property.

NEW BUSINESS

11. ROUND VALLEY RODEO JR. TOURISM TAX FUND REQUEST:

Minutes:

DISCUSSION: Weston Brown with the Round Valley Rodeo explained he is available for any questions or concerns.

ACTION: Motioned by Councilor Donald Scott, seconded by Vice Mayor Richard Davis to approve the Tourism Tax Fund donation request in the amount of \$750 to the Round Valley Rodeo Jr.

Vote results:

Ayes: 5 / Nays: 0

12. ROUND VALLEY RODEO TOURISM TAX FUND REQUEST:

Minutes:

DISCUSSION: Weston Brown again let Council know he is the Co-Chair of the rodeo committee and available for questions or concerns.

ACTION: Motioned by Vice Mayor Richard Davis, seconded by Councilor Doug Henderson to approve the Tourism Tax fund request in the amount of \$750 to the Round Valley Rodeo.

Vote results:

Ayes: 5 / Nays: 0

13. WHITE MOUNTAIN UTV EXPERIENCE TOURISM TAX FUND REQUEST:

Minutes:

DISCUSSION: It was explained this is the same group that used to be the UTV Jamboree. There was no representative of this item at the meeting. A member of the public, Barry Williams explained this event does bring tourism to town. They do not care for our trails like we would like, but they do increase tourism.

ACTION: Motioned by Councilor Doug Henderson, seconded by Councilor Donald Scott to

approve the Tourism Tax Fund donation request in the amount of \$750 for the White Mountain UTV Experience.

Vote results:

Ayes: 5 / Nays: 0

14. AZ ALPINE TRAIL TOURISM TAX FUND REQUEST:

Minutes:

DISCUSSION: Jerry Smith the representative of the AZ Alpine Trail group addressed the Mayor and Council. He explained they are operating off of a grant but have to pay for the engineer fees upfront and then get reimbursed. They also have a grant match. The grant for the planning of the trail is \$365,000. He expressed all of the towns along the trail are excited about the economic benefits. Springerville could have a trailhead in town. Councilor Henderson asked if they have approval for the section near Springerville from the Forest Service. Mr. Smith said not yet, they are working with the Forest on that.

ACTION: Motioned by Councilor Donald Scott to approve the Tourism Tax Fund donation in the amount of \$2,000 for the AZ Alpine Trail.

The motion does not move forward due to the lack of a second.

15. AZ DEPARTMENT OF HOUSING AGREEMENT:

Minutes:

DISCUSSION: The Planning and Zoning Director, Stormy Palmer presented this item. She explained we did pass an agreement with the AZ Department of Housing already but in doing some research found we never received our signed copy back. She reached back out to them and discovered they wanted to change the terms from five years to three. The purpose of the agreement is to assist ADOH in maintaining the standards of quality and safety for manufactured homes, factory-built buildings, mobile homes, and their installation, A.R.S. §41-4002. ADOH enters into agreements with local agencies to enforce installation standards in their respective jurisdictions and keep them consistent with ADOH installation standards, A.R.S. §41-4004(A)(5). She further explained the fee schedule and how they set the schedule so that all municipalities are charging the same for the same service.

ACTION: Motioned by Councilor Doug Henderson, seconded by Vice Mayor Richard Davis to approve the agreement with the State of AZ Department of Housing and the Town of Springerville to enforce installation standards for manufactured and factory-built buildings.

Vote results:

Ayes: 5 / Nays: 0

16. FIRST ADDENDUM TO THE EAGAR/SPRINGERVILLE IGA POLICE AND FIRE:

Minutes:

DISCUSSION: Manager Rasmussen explained this is an addendum to the January 24, 2023 agreement between the Towns of Eagar and Springerville. The agreement adopted did not discuss animal control, although it does fall within the Police Department. We would like to have a written agreement that pertains to Animal Control. Manager Rasmussen pointed out the differences in budget and billing. We are currently operating off of a interim agreement that was passed on February 26, 2024. We are proposing a permanent agreement. The Town of Eagar

adopted this addendum at their last meeting and the attorneys have agreed to it.

ACTION: Motioned by Councilor Doug Henderson, seconded by Vice Mayor Richard Davis to approve the first addendum to January 24, 2023 intergovernmental agreement for police and fire services between the Towns of Eagar and Springerville, Arizona.

Vote results:

Ayes: 5 / Nays: 0

17. ORDINANCE 2024-001: FIRST READING

Minutes:

DISCUSSION: Manager Rasmussen explained the Round Valley Police Department is currently enforcing animal control town code for both Eagar and Springerville. It has been discussed to merge the codes and try to get them as close as possible for purposes of enforcement. He went over Judge Gunnel's recommendation and the Police Department's recommendation for multiple violations. We hope stiffer penalties will reduce the call volumes.

FIRST READING: Mayor Reidhead completed the first reading of Ordinance 2024-001

An ordinance of the Mayor and Town Council of the Town of Springerville, AZ Amending Title 6, "Animals" of the Town of Springerville Town Code; providing for severability, providing penalties for violations, and establishing an effective date.

18. EMPLOYEE MANUAL UPDATE:

Minutes:

DISCUSSION: Manager Rasmussen explained that when he returned to the town, staff had pointed out some things in the Employee Manual that weren't working. Upon his review, he came across some practices that had been changed by the town and not amended in the manual. Staff worked with the attorneys to present the redlined version presented tonight.

ACTION: Motioned by Councilor Donald Scott, seconded by Councilor Florencio Lozoya to adopt the Town of Springerville Employee Manual dated 4/17/2024.

Vote results:

Ayes: 5 / Nays: 0

19. PROCLAMATION FAIR HOUSING MONTH:

Minutes:

ACTION: Motioned by Vice Mayor Richard Davis, seconded by Councilor Donald Scott to proclaim April 2024 fair housing month in the Town of Springerville.

DISCUSSION: None

Vote results:

Ayes: 5 / Nays: 0

20. UTILITY EASEMENTS:

Minutes:

DISCUSSION: Manager Rasmussen reminded Council this was on the March agenda, however staff requested it to be tabled so we could do additional research. We have completed our additional research and have found that waterlines, meters, and sewer lines are in utility easements in peoples back yards. With the AMR grant and new meters needing to be installed,

we do not have access to the areas we need. We are fenced out. Currently, staff has to jump fences to read those meters. The biggest problem area is El Cajon and Hacienda within the El Cajon Estates. Additionally, if there is a water break in this area we would have to dismantle fences to get equipment in. By way of the recorded easements, there should be alleys. With the help of the attorney we will be writing letters to the residents asking them to move their fence lines back 10 feet. Manager Rasmussen reviewed the map of the easements with the Council. Mayor Reidhead asked Mr. Pena if this is the only area we will have to do this. Mr. Pena said no, the alphabet streets on the eastern side of town will have the same issues when we get there. We will have to work on easements for that area. They discussed this may not just be fences that need to be moved. People have placed sheds and garages in this easement also.

21. LETTER OF REPRESENTATION A. WRYE:

Minutes:

ACTION: Motioned by Vice Mayor Richard Davis, seconded by Councilor Donald Scott to enter into executive session at 7:52 pm.

The Mayor and Council convened back into Regular Session at 8:03 pm.

Vote results:

Ayes: 5 / Nays: 0

22. ADJOURNMENT:

Minutes:

The meeting was adjourned at 8:04 p.m.

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 Regular Council Meeting on _____. I further certify that the meeting was duly called and a quorum was present.

Dated this _____ day of _____, 2024

_____. 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 04/24/2024 at 5:26 PM

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Tim Rasmussen, Town Manager
DATE: May 3, 2024
SUBJECT: FORMAL RETIREMENT OF FIRE CHIEF ROBERT
J. PENA JR.

PRESENTATION

Robert Pena III
Chief Max Sadler

STAFF REPORT

Retirement of Chief Robert J. Pena Jr. 32 Years of service.

FIRE

Joined SFD in February 1992

Worked as a Firefighter for first couple of years then promoted up to an Engineer, I took the test with then Assistant Chief Ken Egnatovich who was a Good Leader. Not too long after there was a shortage of a needed position of lieutenant and the personnel senior to me did not want to move up. So, I took the tests and was promoted to Lieutenant. This time spanned about 6 years. This was the time frame in which I achieved my Firefighter IFSAC accreditation, worked on my EMT, HAZMAT, and numerous other certifications.

Then there were some personnel changes and people left SFD for greener grass and this created an Engine Captain position with My work as a Lieutenant and tutelage from Captain Chad Leighton I had no problem passing the Captain's test. I operated as an Engine Captain for SFD for approximately 15 years. These were Great Times, I was relied on a lot for taking teams into a lot of Fires and helping run the Department. During my time as an Engine Captain I worked on furthering not only my Wildland resume but ensuring that SFD became better equipped and into the Wildland regime of Forest Fire Suppression. I was also able to work on numerous Leadership qualifications and additional Fire needed classes.

2014 was a Dark time for SFD, this is when Assistant Chief Fisher chose to leave us. I was voted on by the Department to replace him as Assistant Chief where I remained for another 8 years assisting in all facets of running the Department from handling personnel issues to making sure we stayed within budget lines and bringing SFD and

equipment up to a better place in preparedness. Going from a line Officer to a Command Officer would take a person out of actual hands-on Firefighting, thankfully this was not an all the time type of occasion I was still able to make several entries and assist with Fire extinguishment. This now opened the door to many more Leadership/Executive Leadership style trainings that have been very beneficial.

In 2020 Chief Sadler retired from being the Head of the Department for almost 30 years. I was fortunate to being named Chief of the Department and enjoyed the new challenges of the role.

Being allowed to join the Department filled a void of camaraderie from leaving the Marine Corps. Then working from a Firefighter position to becoming the Chief of the Department to me was an accomplishment, as SFD had not previously had positions of Advanced Firefighter, Lieutenant, Engine Boss, Incident Command Officer Type 4. Again these were things others had not seen or heard of yet alone able to attain by SFD personnel.

The Town of Springerville afforded me the opportunities to maintain my fulltime position at Public Works to being Fire Fighter from 2000 to 2023 and it has been Greatly Appreciated.

Memories is what is left if anyone has time there are Great stories, but don't be a "lambe culo" as my cousin would say things were different, never look down your nose.

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Tim Rasmussen, Town Manager
DATE: May 3, 2024, 2024
SUBJECT: 2nd Reading of Ordinance 2024-001 Amending
Title 6 Animals/ Animal Control Enforcement

Ordinance Reading:

2nd Reading Ordinance 2024-001

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF SPRINGERVILLE, ARIZONA, AMENDING TITLE 6, "ANIMALS" OF THE TOWN OF SPRINGERVILLE TOWN CODE; PROVIDING FOR SEVERABILITY, AND PROVIDING PENALTIES FOR VIOLATIONS AND ESTABLISHING AN EFFECTIVE DATE.

SUGGESTED MOTION:

I move we adopt Ordinance 2024-001 Amending Title 6 Animals of the Town Code.

OR

I move we **DO NOT** adopt Ordinance 2024-001 Amending Title 6 Animals of the Town Code.

STAFF REPORT

The Round Valley Police Department Animal Control is currently enforcing Animal Control Town Code in the two Towns of Eagar and Springerville. It was discussed between the two Town Managers to merge their Town Code Titles to be as close as possible for the Animal Control Officer doing code enforcement.

Judge Gunnels also gave some recommendations to Section 6.16.010 where multiple petty offences or violations within 12 months of each other may be charged with a misdemeanor for any subsequent violation.

As an example, a person with a barking dog gets sited multiple times and pays the fine of \$25.00 each time. Multiple violations could then have a stiffer penalty to hopefully terminate or reduce the multiple offences. Stiffer

penalties would then hopefully reduce the call volume within the two Towns and staff workload.

Steps,

#1- First Reading

#2- Second Reading (with a motion to pass if approved)

#3- This ordinance shall be effective thirty (30) days after final approval by the Town Council.

Ordinance 2024-001

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF SPRINGERVILLE, ARIZONA, AMENDING TITLE 6, "ANIMALS" OF THE TOWN OF SPRINGERVILLE TOWN CODE; PROVIDING FOR SEVERABILITY, AND PROVIDING PENALTIES FOR VIOLATIONS AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Springerville has the ability to regulate animals within its boundaries under its inherent police powers as a municipality in the State of Arizona;

WHEREAS, the Town Council has recently entered into an intergovernmental agreement with the Town of Eagar to have joint enforcement of the regulation of animals by an Animal Control department/officers;

WHEREAS, Chapter 6, "Animals" of the Town Code, has amendments that are needed to allow both the Town of Springerville and the Town of Eagar, and their respective residents and constituents, to have consistent regulations and requirements that will make Chapter 6, Animals, of the Town Code a more useful document for Town staff, Town citizens and others; and

WHEREAS, The Town is authorized by Arizona Revised Statutes, Title 9, Chapter 2, Article 3 to adopt amendments to the Springerville Town Code or any ordinance.

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

SECTION 1: That the current Title 6 of the Town Code is hereby deleted in its entirety and is hereby replaced by the following Chapters 6.04, 6.08, 6.10, 6.12, 6.16, and 6.20 with the titles of each Chapter and subsection listed below with the full code language included in Exhibit A, which is attached hereto and incorporated herein by reference.

Chapter 6.04: RULES AND REGULATIONS

- 6.04.010 Definitions
- 6.04.020 Dangerous or vicious animals
- 6.04.030 Wild animals
- 6.04.040 Public nuisance
- 6.04.050 Animals at large
- 6.04.060 Disturbing the peace
- 6.04.070 Diseased animals
- 6.04.080 Cruelty to animals
- 6.04.090 Keeping animals

6.04.100 Number of animals allowed

Chapter 6.08: IMPOUNDMENT OF ANIMALS

6.08.010 Notice to owners of impoundment

6.08.020 Report of impounded animals

6.08.030 Conditions and duration of impoundment

6.08.040 Redemption of impounded animals

6.08.050 Impeding animal control officer

6.08.060 Biting animals

Chapter 6.10: LARGE ANIMALS

6.10.010 Large animals

Chapter 6.12: DOGS

6.12.010 Fees

6.12.020 [Reserved]

6.12.030 Applicability of chapters to dogs

6.12.040 Licenses and tags generally

6.12.050 Vaccination required

6.12.060 Dog at large

6.12.070 Impoundment of dogs

6.12.080 Biting dogs

6.12.090 Rabies epidemic

Chapter 6.16: ENFORCEMENT

6.16.010 Enforcement provisions

6.16.020 Enhanced violation for dog at large

Chapter 6.20: LIABILITY

6.20.010 Liability for damages (dogs/domestic animals)

6.20.020 Liability for damages (general property damage)

SECTION 2: This ordinance shall be effective thirty (30) days after final approval by the Town Council.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Springerville, this ____ day of April, 2024.

Town of Springerville

Shelly Reidhead, Mayor

ATTEST:

Kelsi Miller, Town Clerk

APPROVED AS TO FORM:

Mangum Wall Stoops & Warden, PLLC
Town Attorney

EXHIBIT A
[See Attached]

PROPOSED

Title 6 - ANIMALSChapters:**Chapter 6.04 - RULES AND REGULATIONS**Sections:**6.04.010 - Definitions.**

As used in this chapter:

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

M. "Town" means the community of Round Valley within the established boundaries of the Town of Eagar and the Town of Springerville.

6.04.020 - Dangerous or vicious animals.

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

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

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

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

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

6.04.030 - Wild animals.

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

6.04.040 - Public nuisance.

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

- A. Molest passersby or passing vehicles;
- B. Attack other animals off of an owner's property;
- C. Trespass on school grounds;
- D. Repeatedly be at large;
- E. Damage public or private property;
- F. Repeatedly cause garbage to be thrown about;
- G. Disturb the peace.

H. Cause a nuisance (defined as, but not limited to, offensive odor, excessive flies, dust or animal waste) to adjoining property owners or occupants.

6.04.050 - Animals at large.

A. Any person who keeps or causes to be kept any animal within the corporate limits of the Town shall keep such animal in a pen, corral, pasture, or similar enclosure to prevent their roaming at large.

B. It is unlawful for any animal to run at large in the Town. Any such animal may be impounded as provided in this chapter.

C. It is unlawful to picket or tie any animal on any of the streets or rights-of-way of the Town for the purpose of grazing or feeding if it interferes with the safe passage of pedestrians or vehicles.

D. Any animal at large may be impounded by the animal control officer or by a subcontractor, with whom the applicable Town manager shall have authority to negotiate the rates for picking up, transporting and impounding such animal.

E. The animal control officer is allowed to make temporary arrangements to impound animals at large if the Town does not have the capability or facility to house the animal, until an owner is located. A reasonable fee for the boarding will be passed on to the animal owner.

F. The owner or caretaker of an impounded animal is responsible for the cost of the impoundment and feed.

6.04.060 - Disturbing the peace.

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

6.04.070 - Diseased animals.

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

6.04.080 - Cruelty to animals.

A. Any person owning or acting for the owner of any animal shall provide said animal with sufficient wholesome and nutritious food and water in sufficient quantity within an eighteen-hour period. All dogs and animals shall be maintained in such a manner as to provide them with humane care and treatment.

No person shall:

1. Recklessly subject any animal(s) or poultry to cruel mistreatment; or

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

3. Recklessly kill any animal or poultry under the custody or control of another without either legal privilege or consent of the owner; or

4. Intentionally interfere with, kill or harm a working or service animal without either legal privilege or consent of the owner.

6.04.090 - Keeping animals.

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

6.04.100 - Number of animals allowed.

A. Household Pets.

Except as otherwise permitted by the applicable Town zoning code, a maximum of four (4) household pets, such as dogs, cats, pot-bellied pigs and similar domestic pets (but not including birds, fish or other pets which do not create odor or sound detectible on adjoining lots) per lot. Household pets in excess of four may be allowed by conditional use permit in all zoning districts. This section shall not apply to kennels or animal shelters as otherwise permitted by the applicable Town zoning code.

B. Animals.

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

Chapter 6.08 - IMPOUNDMENT OF ANIMALS

Sections:

6.08.010 - Notice to owners of impoundment.

A. If the owner of any impounded animal shall be known to the animal control officer and shall reside or have a known place of business in the town, the animal control officer shall notify the owner of such animal personally or by letter through the post office or by notice placed at the residence of the owner within forty-eight (48) hours after such animal has been taken up and impounded. The notice shall contain a description of the animal and shall state that unless reclaimed, such animal shall be adopted or destroyed at the time and place specified in the notice.

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

6.08.020 - Report of impounded animals.

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

6.08.030 - Conditions and duration of impoundment.

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

6.08.040 - Redemption of impounded animals.

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

6.08.050 - Impeding animal control officer.

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

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

C. A violation of this chapter is a Class 3 misdemeanor.

6.08.060 - Biting animals.

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

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

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

If the animal dies during the period of quarantine or impoundment, its head shall be sent to the State Department of Health for examination. Any wild animals, with the exception of wild rodents or rabbits, which bite any person may be killed and submitted to the animal control officer or his assistant, or his designated representative for transmission to an appropriate diagnostic laboratory. A wild rodent or

rabbit may be submitted for laboratory testing if the animal has bitten a person and either the animal's health or behavior indicates that the animal may have rabies or the bite occurred in an area that contains a rabies epizootic as determined by the Department of Health Services.

Chapter 6.10 - LARGE ANIMALS

6.10.010 - Large animals.

A. Large animals shall be defined as all animals of breeds capable of weighing more than one hundred pounds, such as but not limited to, ostriches, cattle, horses, pigs and sheep, and are typically associated with production, harvest or use. An animal unit shall be defined as a female along with her offspring until weaning. The following shall apply:

1. A minimum parcel size of one-half acre is required for the keeping of large animals. Animals such as livestock, poultry, and ratite shall be prohibited in all zoning districts except those in which they are specifically allowed by the applicable Town zoning code. Animals such as livestock and poultry shall not be kept within one hundred (100) feet of an occupied dwelling except where the owner or person in control of said animals lives in such dwelling. Refer to 6.04.080.

Exceptions to this include, but are not limited to, the temporary grazing of areas or short-term holding of animals for other reasons, i.e., veterinary care, transportation arrangements, sale.

2. A permit can be applied for by individuals requesting the keeping of an animal for a special purpose, such as 4-H or FFA, if the individual does not have a minimum of one-half acre parcel size, and is subject to the following requirements:

- a. The applicant shall complete a permit application and submit it to the animal control division.
- b. The application shall be reviewed by the animal control officer and chief of police at which time it shall be approved for a specified period of time, or denied.
- c. Payment of the filing fee shall be waived for FFA and 4-H projects.

B. Piggeries (three or more pigs). No pigsty or piggery shall be built or maintained on marshy ground or land subject to overflow, nor within two hundred feet of any stream, canal or other source of water supply, nor within three hundred feet of an inhabited house or public meetinghouse on an adjoining property.

1. When garbage is fed to any pig, all unconsumed garbage shall be removed daily and disposed of by burial or incineration.
2. No organic material furnishing food for flies shall be allowed to accumulate on the premises.
3. All garbage shall be handled and fed upon platforms of concrete or other impervious material.
4. Unslaked lime, hypochlorite/lime, borax, or mineral oil shall be used daily in sufficient quantities to prevent offensive odors and the breeding of flies.

C. Indoor Pets. The provisions of this section shall not apply to birds, fish and other pets (excluding dogs) that are kept fully within the resident's home.

Chapter 6.12 - DOGS

6.12.010 - Fees.

A. Fees required to be paid by this chapter shall be as established from time to time by the Town Council by resolution. Fees which are specified in the chapter shall be in effect until such time as the fees are changed by the Town Council by resolution.

B. The license fee for sterilized and unsterilized dogs shall be set by resolution of the Town Council. The license will be valid for the time period of the rabies vaccination and shall be renewed at the expiration of the vaccination.

C. The fee for redemption of an impounded dog is to be set by resolution of Town Council (impound charge) plus an additional fee to be set by resolution of Town Council (feeding fee) for each day the dog has been impounded. The impound fees double for each subsequent impoundment within a twenty-four (24) month period of the same dog.

6.12.030 - Applicability of chapters to dogs.

The provisions of Chapters [6.04](#) and [6.08](#) shall apply to dogs unless such provision specifically excludes dogs or unless there is a provision within this chapter or [Chapter 6.16](#) covering the same subject matter.

6.12.040 - Licenses and tags generally.

A. All dogs four months old or older kept, harbored or maintained in the Town for at least thirty (30) consecutive days in a calendar year must be licensed and registered. Dog licenses shall be issued by the animal control officer, upon payment of a license fee, which license shall be valid for the term of the vaccination. The owner shall state at the time application is made for such license, owner's name, address, phone numbers (for work and home), the name, breed, color and sex of each dog owned or kept by them. Seasonal residents that reside within the town limits for less than six months in a calendar year, and who have their dog(s) validly and currently licensed in another city, town or county, are exempt from having to obtain a Town dog license.

B. A guide dog belonging to a blind person who is a resident of the state or any bona fide nonprofit organization which is in the business of breeding, raising or training dogs that are to be used for guiding the blind shall, upon application by the owner or organization to the Town and on presentation of proper proof, be licensed pursuant to this chapter without a payment of a fee.

C. Each dog licensed under the terms of this chapter shall receive, at the time of licensing, a tag on which shall be inscribed the name of the Town, the number of the license and the month and year in which it expires. The tag shall be attached to a collar or harness which shall be worn by the dog at all times except as otherwise provided in this chapter. Whenever a dog tag is lost, a duplicate tag shall be issued upon application by the owner and payment of a fee set by resolution of the Town Council to the animal control officer.

D. It is unlawful for any person to counterfeit or attempt to counterfeit an official dog tag or remove such tag from any dog for the purpose of willful and malicious mischief, or place a dog tag on a dog unless the tag was issued to that dog.

E. Whenever the ownership of a dog has been changed, the new owner must secure a transfer of license to such owner. The transfer fee shall be set by resolution of Town Council to transfer the license of a sterilized dog and an un-sterilized dog. The license will be valid for the time period of the rabies vaccination and shall be renewed at the expiration of the vaccination.

F. Dogs while being used for hunting, or dogs while being exhibited at American Kennel Club approved shows, or dogs while engaged in races approved by the Arizona Racing Commission, and such dogs while being transported to and from such events, need not wear a collar or harness and a valid license attached, provided that they are properly vaccinated and licensed.

G. The animal control officer may apprehend and impound any dog found without a current valid license tag.

H. It shall be the duty of every owner or keeper of any dog kept within the limits of the Town to cause the license tag hereinabove mentioned to be securely attached around the dog's neck and kept there at all time during the license period. Absence of the license tag from the neck of any dog shall be *prima facie* evidence that the dog has not been licensed or vaccinated as provided in this chapter. Any such dog shall be deemed to be un-owned.

I. No person in charge of any dog shall permit such dog to be in public, a public park or upon any public school property unless the dog is physically restrained by a leash, secured in a vehicle, cage or similar enclosure, unless being exhibited or trained at a recognized kennel club event, public school or park sponsored event. This section shall not apply to a police dog while in the performance of duty.

6.12.050 - Vaccination required.

A. No dog shall be allowed to reside in the Town unless said dog or dogs have been vaccinated for rabies by a licensed veterinarian.

B. Before a license is issued for any dog, the owner must present a vaccination certificate signed by a veterinarian licensed by this state or a government veterinarian stating the owner's name and address and giving the dog's description, date of vaccination and type, manufacturer and serial number of the vaccine and date re-vaccination is due. No dog shall be licensed unless it is vaccinated in accordance with the provisions of this chapter and the regulation promulgated hereunder. A complete record of all of the above will be kept by the animal control officer.

C. A dog vaccinated in any other place prior to entry into the Town may be licensed in the Town provided that at the time of licensing, the owner of such dog presents a vaccination certificate, signed by a veterinarian licensed to practice in that place or a veterinarian employed by a governmental agency in that place, stating the owner's name and address and giving the dog's description, date of vaccination and type, manufacturer and serial number of the vaccine used. The vaccination must be in conformity with the provisions of this chapter and the regulation promulgated hereunder.

D. The animal control officer may make provision for low cost vaccination clinics as deemed necessary. The vaccination shall be performed by a veterinarian.

E. If a dog is impounded and found to be unvaccinated, the animal control officer is authorized to cause such dog to be vaccinated at the pound at a cost to be borne by the owner. The vaccination shall be performed by a veterinarian, who shall issue a verification of vaccination.

6.12.060 - Dog at large.

A. Any person owning, keeping, possessing, harboring or maintaining a dog shall have the dog contained, on a leash or directly under control. A dog not contained on a leash or directly under control shall be considered at large.

B. A dog is not deemed to be at large:

1. While said dog is actively engaged in dog obedience training and is accompanied by and under the control of his owner or trainer;

2. While such dog is being used for hunting purposes;

3. While such dog is being exhibited or trained at a recognized kennel club event, public school event or park sponsored event;

4. While such dog is engaged in races approved by the Arizona Racing Commission;

5. This section shall not apply to a police dog while in the performance of duty.

6.12.070 - Impoundment of dogs.

A. The animal control officer may apprehend and impound any dog found without a current valid license tag; any dog with or without a current valid license tag which is found running at large; any dog disturbing the peace; any dog which bites any person; or any dog which is a public nuisance as defined in [Section 6.04.040](#). Said officer shall have the right to enter upon private property, when it is necessary to do so, in order to apprehend any dog subject to impoundment.

B. Each unlicensed dog impounded shall be kept and maintained at the pound for a minimum of five days. At the expiration of the impoundment period, anyone may claim the dog provided that such person pays all established impound fees and completes the licensing provisions of this chapter. If no person claims the dog, the animal control officer may dispose of the dog in a humane manner.

C. The animal control officer shall notify the owner in person or by mail or by notice placed at the residence of the owner of any licensed dog impounded under the provisions of this chapter.

D. The owner or caretaker of any dog removed from private property and impounded under this section will be notified in person or by mail or by notice placed at the residence the dog was removed from. The owner will have six business days to contact the animal control officer to claim the dog. At the expiration of the impoundment period, anyone may claim the dog provided that such person pays all established impound fees and completes the licensing provisions of this chapter. If no person claims the dog, the animal control officer may dispose of the dog in a humane manner.

6.12.080 - Biting dogs.

A. Whenever a dog bites any person, the incident shall be reported to the animal control officer immediately by any person having direct knowledge.

B. Any dog that bites any person shall be quarantined and impounded for a period of not less than ten days. The quarantine period shall start on the day of the bite incident. If the day of the bite is not known, the quarantine period shall start on the first day of impoundment. The owner of any dog that has bitten a person may voluntarily deliver the dog to the animal control officer at the animal control shelter; otherwise, there shall be an assessment against the owner if the animal control officer must pick up the dog. If the dog is impounded in the pound for observation as a result of a dog bite incident, there shall be an assessment as established by resolution of the Town Council, and no other impoundment fees shall be charged under these circumstances.

C. If the dog shows clear clinical signs of rabies or other dangerous, contagious and infectious disease, or if the owner consents to its destruction, it shall be the duty of the animal control officer to destroy such dog in as humane manner as is reasonably possible. If at the end of the quarantine or impoundment, the animal control officer, after consultation with a veterinarian is convinced that the dog is free from such diseases, the dog shall be released. If the dog dies during the period of quarantine or impoundment, its head shall be sent to the state department of health for an examination.

D. Nothing in this section shall permit the bringing of an action for damages against any governmental agency using a dog in military or police work if the bite occurred while the dog was defending itself from a harassing or provoking act, or assisting an employee of the agency in any of the following:

1. In the apprehension or holding of a suspect where the employee has a reasonable suspicion of the suspect's involvement in criminal activity;
2. In the investigation of a crime or possible crime;
3. In the execution of a warrant;
4. In the defense of a peace officer or another person.

E. The owner of a dog is liable for injury caused by the dog while it is at large.

6.12.090 - Rabies epidemic.

Whenever the prevalence of hydrophobia renders such action necessary to protect the public health and safety, the mayor shall issue a proclamation ordering every person owning or keeping a dog to confine it securely on his premises unless it is muzzled so that it cannot bite. No person shall violate such proclamation and any unmuzzled dog running at large during the time fixed on the proclamation may be killed by the animal control officer without notice to the owner.

Chapter 6.16 - ENFORCEMENT*

Sections:

6.16.010 - Enforcement provisions.

A. Unless otherwise provided herein, any person found violating any provision of this title shall be guilty of a Class 3 misdemeanor, punishable in accordance with applicable state law. Any person violating Section 6.04.040 (public nuisance), [Section 6.04.050](#) (animals at large), [Section 6.04.060](#) (disturbing the peace), [Section 6.10.010](#) (large animals), [Section 6.12.050](#) (vaccination required), and [Section 6.12.060](#) (dog at large), shall be guilty of a petty offense, punishable in accordance with applicable state

law. If any violation is continuing, each day's violation shall be deemed a separate violation. If any person has two prior petty offense convictions (or defaults) for violations of this title, within twenty-four months, such person may be charged with a Class 3 misdemeanor for any subsequent violation.

B. Any person violating any provision of this title shall be punished by a fine set by resolution of Town Council, unless agreed to by prosecution. The fine doubles for each subsequent violation within a twenty-four month period and committed by the same animal.

C. The animal control officer may review all the licenses issued to a dog owner who has received four or more convictions or defaults for the same violations of this title in a twenty-four (24) month period. Upon filing a complaint with the Town magistrate by the animal control officer and giving notice to the owner a civil hearing will be scheduled with the Town magistrate to review the revocation of the owner's license. After the hearing, the Town magistrate may issue an order revoking the license of such owner and order that no new license may be issued for a specified period of time. During the time the license is revoked, the owner of the dog will not be allowed to keep the dog in the Town limits. If the owner fails to comply with the order, the dog can be removed from private property and impounded by the animal control officer, in addition to the criminal charge of ARS 13-2810.A2 Interfering with judicial proceedings (class one misdemeanor). If a dog is impounded pursuant to this section, the owner or caretaker of the dog will be notified in person or by mail or by notice placed at the residence the dog was removed from. The owner will have six business days to contact the animal control officer to claim the dog and pay all established impound fees. At the expiration of the impoundment period, anyone may claim the dog provided that such person pays all established impound fees and completes the licensing provisions of this chapter. If no person claims the dog, the animal control officer may dispose of the dog in a humane manner.

6.16.020 - Enhanced violation fine for dog at large.

Any person violating [Section 6.12.060](#) (Dog at large), between the hours of six p.m. and eight a.m. shall be fined twice the amount of the applicable dog at large violation.

Chapter 6.20 - LIABILITY

6.20.010 - Liability for damages (dogs/domestic animals).

A. It is unlawful for any dog to kill any domesticated animal within the boundaries of the Town. If any person discovers a dog in the act of violating any portion of this section, or to prevent the escape of a dog after immediately committing a violation of this section if it cannot be identified, that person may kill, or injure the dog in such action as is necessary for the protection of the animal listed in this subsection, except that such person will not discharge a firearm within the boundaries of the Town without a special permit from the chief of police.

B. The owner of a dog is liable for damages caused by the dog killing, wounding, or chasing any livestock, poultry, or domestic animal, and any other damages caused by the dog while at large.

6.20.020 - Liability for damages (general property damage).

A. It is unlawful for any animal at large or not under direct control of an owner/handler to damage the property belonging to another person or entity.

B. The owner of an animal is liable for damages caused by the animal while the animal is at large or not under direct control.



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February 28, 2024

Town of Eagar
22 W. 2nd St. / PO Box 1300
Eagar, AZ 85925
(928) 333-4128

Sent Via Email

Re: Title 6 – ANIMALS*

To whom it may concern,

I have reviewed the Title 6 Rules and Regulations and I wanted to send my input for review, and clarification.

Chapter 6.16.010 – Enforcement provision, states: *Unless otherwise provided herein, any person found violating any provision of this title shall be guilty of a misdemeanor, punishable in accordance with applicable state law. Any person violating Section 6.04.040 (public nuisance), Section 6.04.050 (animals at large), Section 6.04.060 (disturbing the peace), Section 6.10.010 (large animals), Section 6.12.050 (vaccination required), and Section 6.12.060 (dog at large), shall be guilty of a petty offense, punishable in accordance with applicable state law. If any violation is continuing, each day's violation shall be deemed a separate violation. If any person has two prior petty offense convictions (or defaults) for violations of this title, within twenty-four months, such person may be charged with a misdemeanor for any subsequent violation.*

My suggestion is to amend section 6.16.010 in its entirety to reflect: *Unless otherwise provided herein, any person found violating any provision of this title shall be guilty of a misdemeanor, punishable in accordance with applicable state law. If any violation is continuing, each day's violation shall be deemed a separate violation.*

Often when the court gets a citation for a Petty Offense, the Defendant will allow the case to default to a fine, because there are no consequences if they do not pay the fine or come to court. This amendment would leave the discretion to the city prosecutor, whether to amend the charge to a petty offense, grant a dismissal, or keep the original charge, on a case-by-case basis. When defendants are charged with a Petty Offense or a Civil charge, rather than a Criminal charge, it makes it difficult for the state or the court to enforce the charges. By amending this title, the state

would be able to look at each unique case individually and come to a fair conclusion with the defendant,

My hope for this amendment is that it will help lessen the animal issues in the towns of Eagar and Springerville and will encourage animal owners to comply with the city codes, as well as holding them accountable.

Please feel free to reach out to me with any questions or concerns.

Regards,



Butch L. Gunnels, Eagar & Springerville Magistrate

6.16.010 - Enforcement provisions.

A. Unless otherwise provided herein, any person found violating any provision of this title shall be guilty of a misdemeanor, punishable in accordance with applicable state law. Any person violating Section 6.04.040 (public nuisance), [Section 6.04.050](#) (animals at large), [Section 6.04.060](#) (disturbing the peace), [Section 6.10.010](#) (large animals), [Section 6.12.050](#) (vaccination required), and [Section 6.12.060](#) (dog at large), shall be guilty of a petty offense, punishable in accordance with applicable state law. If any violation is continuing, each day's violation shall be deemed a separate violation. If any person has ~~two~~ **one** prior **documented** petty offense **convictions** (or defaults) for violations of this title, within ~~twenty-four~~ **twelve** months, such person may be charged with a misdemeanor for any subsequent violation.

6.16.010 - Enforcement provisions.

A. Unless otherwise provided herein, any person found violating any provision of this title shall be guilty of a misdemeanor, punishable in accordance with applicable state law. Any person violating Section 6.04.040 (public nuisance), [Section 6.04.050](#) (animals at large), [Section 6.04.060](#) (disturbing the peace), [Section 6.10.010](#) (large animals), [Section 6.12.050](#) (vaccination required), and [Section 6.12.060](#) (dog at large), shall be guilty of a petty offense, punishable in accordance with applicable state law. If any violation is continuing, each day's violation shall be deemed a separate violation. If any person has ~~two prior~~ **previously been cited for a** petty offense **convictions** (or defaults) for violations of this title, within ~~twenty-four~~ **twelve** months, such person may be charged with a misdemeanor for any subsequent violation.

Title 6 - ANIMALS

Chapters:

EXISTING
Title 6

Chapter 6.04 - ADMINISTRATION AND ENFORCEMENT

Sections:

6.04.010 - Animal control officers— Appointment.

The town may by ordinance provide for the appointment of animal control officers who may commence an action or proceeding before a court for any violation of a state statute or local ordinance relating to rabies and animal control which occurs within the jurisdiction of the town. The animal control officer shall be an employee of the town. The town police department has full authority to enforce state statutes or local ordinances relating to rabies and animal control within the jurisdiction of the town.

(Ord. 99-002 § 4 (part); prior code § 7-1-1)

6.04.020 - Authority of the animal control officer.

- A. The animal control officer and/or contractor shall have the right to enter upon private property when it becomes necessary to do so in order to apprehend or otherwise take control of any animal that has been running at large. Such entry upon private property shall be in pursuit of such animal, shall be reasonable, and shall not include entry into any residence or through any barrier fence or walled area unless with the permission of the owner or occupant. Areas enclosed with any fencing which allows easy animal or human entry and exit, either through, over or under such fencing, such as but not limited to a split rail fence, will not be considered a fenced area for the purposes of enforcing this section.
- B. The enforcement agent or a civilian independent contractor as designated by the town fro time to time may issue a civil citation to the animal owner or other person acting for the owner when the animal is at large, or when such animal is in violation of any provision of this chapter.
- C. In the judgment of the animal control officer, if any animal at large is dangerous, vicious or fierce and presents a threat to human safety, but cannot be safely impounded, the animal may be immediately slain by the animal control officer or a police officer in a humane manner. The requirements of this section shall not affect the responsibility of the animal control officer from humane destruction of other impounded animals.

(Ord. 2004-017 § 1 (part); Ord. 99-002 § 4 (part); prior code § 7-1-2)

6.04.030 - Unlawful interference with animal control officers.

It is unlawful for any person to interfere with the animal control officer and contractor in the performance of his or her duties. It shall also be unlawful for any person to release, remove, tamper with, damage or in any way interfere with any dog, cat or other animal or any other property in the custody of the animal control officer or the contractor or when such dog or other animal or property is in the town's animal control vehicle, town animal shelter, cage, trap, fence or impoundment at the direction of the animal control officer.

(Ord. 99-002 § 4 (part): prior code § 7-1-3)

6.04.040 - Violation—Penalty.

- A. Any violation of this chapter by an owner or other person shall be treated as civil matters.
- B. Any owner or other person who is found to have violated any section of this chapter shall have judgment entered against him and a civil sanction of not less than twenty-five dollars (\$25.00) nor more than two hundred fifty dollars (\$250.00) shall be imposed along with judgment for any impoundment fees.

(Ord. 99-002 § 4 (part): prior code § 7-1-4)

Chapter 6.08 - DEFINITIONS

Sections:

6.08.010 - Definitions.

Unless context otherwise requires:

"Animal" means any animal of a species that is susceptible to rabies, except man.

"Animal control officer" means any person or persons as designated by the town as animal control officer, responsible for the enforcement of this title and all chapters thereunder.

"Animal shelter" means any establishment authorized by the town for the confinement, maintenance, safekeeping and control of dogs, cats and other animals in accordance with this title.

"At large" means off the premises of the owner and not under the control of the owner or any person acting for the owner or having charge of an animal.

"Clerk" means the town clerk, or any other employee of the town acting under the directions of the town clerk.

"Care and feeding" means the cost of maintaining an impounded animal. Charges for care and feeding of impounded animals shall be as set forth in the town fee schedule.

"Contractor" means any person or persons hired by the town, from time to time, for the purpose of taking up, care and feeding of animals other than dogs or cats.

"Dangerous animal" means any animal which, when unprovoked, on two separate occasions within the prior twenty-four-month period, engages in any behavior which requires a defensive action by any person to prevent bodily injury when the person and the animal are off the property of the owner or keeper of the animal;

Any animal which, when unprovoked, bites a human being;

Any animal which, when unprovoked, has killed, seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal off the property of the owner or keeper of the animal;

Any animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury, or to otherwise threaten the safety of human beings or domestic animals;

"Equine" means horses, mules, burros and asses.

"Household pet" means dogs, cats, pot-bellied pigs, birds, fish, hamsters and similar domestic pets which are kept within a fully enclosed building or accessory building.

"Humane destruction" means any animal destroyed while impounded, by the use of sodium phenobarbital or a derivative of sodium phenobarbital, nitrogen gas or T-61 euthanasia solution or its generic equivalent.

"Impound" means the act of taking or receiving into custody by the animal control officer any animal for the purpose of confinement in accordance with the provisions of this title.

"Livestock" means cattle, equine, sheep, goats and swine except pot-bellied pigs.

"Owner" means any person owning, keeping, possessing, harboring or maintaining an animal or any person acting for the owner or having charge of an animal.

"Poultry" means chickens, turkeys, domesticated birds, game birds, fowl and waterfowl but does not include ratite.

"Ratite" means ostriches, emus, rheas and cassowaries.

"Restrained" means any animal secured by a leash or lead under the control of a responsible person and obedient to that person's commands, or within the real property limits of the owner.

"Service dog" means a dog which has gone through a formal training program, which assists its owner in one or more daily living tasks associated with a productive "life style" and which is sufficiently conditioned to be of no danger to the health and safety of the general public.

"Town" means the town of Springerville.

"Trap" means a confinement trap is a device designed to capture animals alive and hold them without harm.

"Veterinarian" means any veterinarian licensed to practice in the state of Arizona, or any veterinarian employed in Arizona by a governmental agency.

"Veterinary hospital" means any establishment operated by a veterinarian licensed to practice in the state that provides clinical facilities and houses animals for medical treatment.

"Vicious animal" means any animal which, when unprovoked, in an aggressive manner inflicts severe injury on or kills a human being. Severe injury means any physical injury to a human being that results in muscle tears or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery;

Any animal previously determined to be and currently listed as a "dangerous animal" which, after its owner or keeper has been notified of its determination, continues the behavior described in subsection (a) of this section, or any animal previously determined to be and currently listed as a dangerous animal, which is not properly licensed and vaccinated, not properly restrained and/or not properly maintained on the owner's property.

(Ord. 99-002 § 4 (part): prior code Art. 7-2)

(Ord. No. 2020-002, 2-19-2020)

Chapter 6.12 - ANIMAL CONTROL

Sections:

6.12.010 - Keeping animals.

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

(Ord. 99-002 § 4 (part): prior code § 7-3-1)

6.12.020 - Number of animals allowed.

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

B. Animals. Animals other than household pets such as livestock and poultry, ratite shall be prohibited in all zoning districts except those in which they are specifically allowed by the town zoning code. Animals such as livestock and poultry shall not be kept within one hundred (100) feet of an occupied dwelling except where the owner or person in control of said animals lives in such dwelling. See also Section 17.28.100, town zoning code, adopted October 1998, as amended.

(Ord. 99-002 § 4 (part): prior code § 7-3-2)

6.12.030 - Impoundment.

It shall be the duty of the police department to impound all animals found at large, or not in charge of or under the care or control of some person in the streets, alleys or other public places or vacant or unenclosed lots in the town.

(Ord. 2004-017 § 1 (part): Ord. 99-002 § 4 (part): prior code § 7-3-3)

6.12.040 - Responsibility of owner.

Owners of animals impounded for running "at large" shall be responsible for any and all costs of impoundment, transporting, feeding and maintaining such animal, as well as any other costs incurred by the town, and any damage done by the animals to persons or to public or private property.

(Ord. 99-002 § 4 (part): prior code § 7-3-4)

6.12.050 - Notice to the owner of impounded animals.

If the owner of any impounded animal shall be known to the police department and shall reside or have a known place of business in the town, a member of the police department shall notify the owner of such animal personally or by mailing a letter through the post office within forty-eight (48) hours after such animal has been taken up and impounded. The notice shall contain a description of the animal and shall state that unless reclaimed, such animal shall be destroyed, euthanized, adopted or sold at a public auction to the highest bidder at the time and place specified in the notice. Copies of the notice shall be posted at the place of impoundment or at the town hall.

(Ord. 99-002 § 4 (part): prior code § 7-3-5)

6.12.060 - Report of impounded animals.

The police department shall, within forty-eight (48) hours after taking up and impounding any animal, make an official report stating the kind of animal and describing it by color or otherwise or by any marks or brands that may be on it, and when it was taken up and impounded, and the reason for impoundment.

(Ord. 99-002 § 4 (part): prior code § 7-3-6)

6.12.070 - Conditions and duration of impoundment.

The town shall provide for the keeping of all animals taken up and impounded by the town in a safe, convenient and comfortable place within or conveniently near the town limits and shall feed such animals at least once every twenty-four (24) hours, provide adequate water and treat them in a humane manner during the time they are impounded, which shall be not less than five days, unless sooner claimed by the owner.

(Ord. 99-002 § 4 (part): prior code § 7-3-7)

6.12.080 - Redemption of any impounded animal.

The owner or person acting for the owner of any animal shall within five days after such animal has been taken up and impounded, apply to the police department and pay all applicable fees and charges provided by this title and the current town fee schedule, the police department shall release any such animal to the owner.

(Ord. 99-002 § 4 (part): prior code § 7-3-8)

6.12.090 - Sale of unredeemed animals.

All livestock, poultry or domestic animals taken up and impounded under the provisions of this chapter which have not been claimed or where the fees and charges have not been paid to the town by the owner within five days, shall at the time provided be destroyed, euthanized, adopted or sold by the town at public auction at the place of impoundment. All sales shall be to the highest cash bidder. The police department shall immediately pay to the town clerk the proceeds of the sale of any such animal, which proceeds, after deducting therefrom the fees and charges, shall be paid to the owner of the animal if he appears and claims the same within thirty (30) days after the sale, and if not then the proceeds shall be paid into the general fund of the town. The police department shall execute a bill of sale in favor of the purchaser of such animal and upon payment of the amount bid shall deliver the bill of sale to the purchaser.

(Ord. 99-002 § 4 (part): prior code § 7-3-9)

6.12.100 - Impoundment fees.

A. The town shall collect from the owner of animals taken up and impounded and duly claimed by the owner, before delivering any such animals, a fee for every animal so taken up, and in addition thereto for the taking care of, watering and feeding any impounded animal. All fees collected shall be paid into the general fund of the town as per town of Springerville adopted fee schedule.

B.

Impoundment of most animals other than cats and dogs may require the town to hire a contractor to take up, impound and care for such animals; and it is the intent of this section to require the owner to reimburse the town for all such charges in addition to paying a reasonable impoundment fee. Charges shall include an impoundment fee, costs for care, feeding and boarding the animal and reasonable costs for veterinary care.

(Ord. 2004-017 § 1 (part); Ord. 99-002 § 4 (part); prior code § 7-3-10)

6.12.110 - Adoption fees of impounded animals.

In addition to the sale provided in Section 6.12.090, the town may allow the adoption of any animal impounded after the required waiting period. Fees for adoption of any animal may include costs relating to impoundment, care and feeding, spaying/neutering and other veterinary care and other costs relating to animals adopted. Adoption fees shall be set forth in the town fee schedule.

(Ord. 99-002 § 4 (part); prior code § 7-3-11)

6.12.120 - Animal cruelty.

- A. Any person owning or acting for the owner of any animal shall provide said animal with sufficient, wholesome, and nutritious food and water in sufficient quality within a twenty-four-hour period. All animals shall be provided adequate shelter and veterinary care when needed to prevent suffering. All animals shall be maintained in such a manner as to provide humane care, and treatment.
- B. No person shall willfully command, instigate, or permit fights between animals, nor between animals, and humans.
- C. No person shall trap any animal in any type of steel jawed traps, or any other trapping device that would cause physical to the animal.
- D. No person except a licensed veterinarian or one who is under guidance of, and under the supervision of a licensed veterinarian shall perform surgery on any live animal.
- E. No person shall abandon any animal.
- F. No person shall keep any wild animal as a pet or in confinement without obtaining authorization or licensing from the Arizona Game and Fish Department, the United States Fish and Wildlife Service, or any other applicable government agency.
- G. No person shall maliciously kill, maim, or wound an animal which is the property of another.
- H. Any person who has charge or custody of an animal as owner or otherwise shall not overdrive, overload, drive when overloaded, overwork, torture, torment, deprive the animal(s) of necessary sustenance, drink, shelter, cruelly beat, mutilate or cruelly kill an animal.
- I.

Any person who subjects an animal to needless suffering, or inflicts unnecessary cruelty upon the animal, or in any manner abuse an animal, or who cruelly drives, rides, or otherwise uses the animal when unfit for labor or any of the above is guilty of a misdemeanor.

(Ord. 99-002 § 4 (part); prior code § 7-3-12)

(Ord. No. 2015-001, § 3, 3-4-2015)

6.12.130 - Public nuisance.

Any animal(s) that do any of the following are declared to be a public nuisance, and may be impounded by the animal control officer from private property in response to a complaint by a person concerning this section if:

The nuisance is continuing, the complaining person is willing to press charges and the owner or caretaker is not present to take control of the animal, and stop the nuisance. The owner will bear the cost of the impound fees which are set by the town of Springerville. It is unlawful for any person to permit such animal or animals to:

- a. Molest passersby or passing vehicles;
- b. Attack other animals;
- c. Trespass on school grounds;
- d. Repeatedly be at large, or not on its property;
- e. Damage public or private property;
- f. Repeatedly cause garbage to be thrown about;
- g. Disturb the peace.

(Ord. No. 2015-001, § 4, 3-4-2015)

6.12.140 - Dangerous or vicious.

It is unlawful to permit a dangerous or vicious animal of any kind to run at large within the town limits. Any such animals may be immediately impounded. After impoundment the animal in question will be quarantined at the Springerville Kennels for no less than ten days. This could change depending on the animal and the Arizona Manual for Rabies.

- A. Complaints: Upon complaint of any person, and after notice to the owner and, a civil and or criminal hearing, the Springerville Magistrate Court may determine that an animal is dangerous or vicious and order one or more of the following:
 1. The destruction of said animal;
 2. That such animal be confined within a building or secure enclosure;
 - 3.

That such animal be securely mused or caged at all times.

B. Destruction: The animal control officer is authorized to destroy any dangerous animal of any kind, upon an order from the Springerville Magistrate Court, or when it is necessary for the protection of any person or property, when in their judgement the animal is

1. Dangerous or vicious; and
2. Cannot be safely impounded.

(Ord. No. 2020-002, 2-19-2020)

Chapter 6.16 - DOGS

Sections:

6.16.010 - Licensing requirements and procedures.

- A. A license fee shall be paid for each dog four months of age or over that is kept, harbored or maintained within the boundaries of the town for at least sixty (60) days of each calendar year as per the town of Springerville adopted fee schedules.
- B. Any dog brought into the town by a nonresident of the town who intends to keep, harbor or maintain a said dog as provided in this chapter shall license said dog within sixty (60) days thereafter, provided that said dog is currently licensed in another jurisdiction in compliance to Section 6.16.030(A).
- C. A penalty shall be assessed in addition to the license fee in the event that application for license is made after the date on which the dog is required to be licensed. The penalty fee shall be as set forth in the town fee schedule.
- D. Each dog licensed under the terms of this chapter shall receive, at the time of licensing, a tag on which shall be inscribed the name of the town, the number of the license and the year in which it expires. The tag shall be attached to a collar or harness which shall be worn by the dog at all times except as otherwise provided in this chapter. Whenever a dog tag is lost, a duplicate tag shall be issued upon application by the owner and payment as per town of Springerville adopted fee schedule.
- E. Dogs while being used for hunting, or dogs while being exhibited at shows, such dogs while being transported to and from such events need not wear a collar or harness with tag attached, provided they are properly licensed.
- F. A service dog belonging to a disabled person who is a resident of the town, or any bona fide nonprofit organization which is in the business of breeding, or training dogs to be used for guiding the disabled, shall upon application by the owner or organization, be licensed pursuant to this chapter without payment of any fee.

- G. The animal control officer shall apprehend and impound any dog found without a current valid license.
- H. Whenever the ownership of a dog has been changed, the new owner must secure a transfer of license to such owner. A transfer fee shall be charged to transfer any license as per the town of Springerville adopted fee schedule.

(Ord. 2004-017 § 1 (part); Ord. 99-002 § 4 (part); prior code § 7-4-1)

6.16.020 - Rabies vaccination.

- A. Before a license is issued for any dog, the owner must present a vaccination certificate signed by a veterinarian stating the owner's name and address, and giving the dog's description, date of vaccination, type, manufacturer and serial number of the vaccine used, and the date re-vaccination is due.
- B. A dog vaccinated in an area outside Apache County prior to entry into the town may be licensed in this town provided that, at the time of licensing, the owner of such dog presents a vaccination certificate signed by a duly licensed veterinarian containing the information required under this section.
- C. The animal control officer shall make provisions for vaccination clinics as deemed necessary. The vaccination shall be performed by a veterinarian.

(Ord. 99-002 § 4 (part); prior code § 7-4-2)

6.16.030 - Rabies control.

- A. Whenever a dog, cat or other animal bites a person, the incident shall be reported to the animal control officer immediately by any person having direct knowledge thereof.
- B. It is unlawful for any person to destroy or dispose of any dog, cat or other animal which has bitten any person, within a period of not less than ten days or as recommended by state veterinarian after biting any person.
- C. Any unlicensed or unvaccinated dog, cat or other animal that bites any person shall be impounded and quarantined by the animal control officer or, at the request of and at the expense of the owner, placed in a veterinary hospital for a period of not less than ten days to determine whether the dog, cat or other animal is infected with rabies. There shall be an impoundment charge as set forth in Section 6.12.100 to the owner if the animal control officer must take up the dog, cat or other animal. The owner shall also pay the care and feeding costs for maintaining the animal during the period of quarantine. Upon failure of the owner to obtaining the release of the dog, cat or other animal quarantined under the provisions of this section, by

paying all charges and costs within three days after the expiration of said quarantine period, as set forth in this section, the animal control officer shall sell or otherwise dispose of such dog, cat or other animal in a humane manner.

- D. Any dog that is properly licensed and vaccinated pursuant to this section, which bites any person, may be confined and quarantined at the home of the owner or wherever the dog is harbored and maintained with the consent of and in a manner prescribed by the animal control officer.

(Ord. 99-002 § 4 (part); prior code § 7-4-3)

6.16.040 - Number of dogs.

(See Section [6.12.020](#))

(Ord. 99-002 § 4 (part); prior code § 7-4-4)

6.16.050 - Noise control.

All dogs shall be kept and maintained in such a manner as not to disturb the peace, comfort or health of any person residing within the boundaries of the town. It is unlawful for any person to keep or maintain a dog which excessively or in an untimely manner barks, howls or otherwise unreasonably disturbs the peace and quiet of any person residing within the boundaries of the town or whose property lies without the town but within two hundred (200) feet of the town boundary.

(Ord. 99-002 § 4 (part); prior code § 7-4-5)

6.16.060 - Dogs running at large.

- A. It is unlawful for any person owning, keeping, possessing, harboring or maintaining a dog to allow a said dog to be at large within the boundaries of the town. A dog is not deemed to be at large:
1. If the dog is restrained by the owner and the dog is either on the property of the owner or in the immediate company of and under the control of the owner;
 2. While the dog is being exhibited at an approved dog show;
 3. While the dog is actively engaged in dog obedience training, accompanied by and under the control of the owner or trainer;
 4. While restrained behind a dog restraining fence which will absolutely keep the dog or dogs completely on the owners' property.
 5. While such dog is engaged in races approved by the Arizona Racing Commission.
- B. The animal control officer shall apprehend and impound any dog found at large contrary to the provisions of this section.

(Ord. 99-002 § 4 (part): prior code § 7-4-6)

6.16.070 - Sterilization of impounded dogs and cats.

A dog or cat shall not be released for adoption from the town pound or animal shelter unless the dog or cat has been first surgically spayed or neutered. The town shall either require written proof of payment to a licensed veterinarian that spaying/neutering of such dog or cat will be performed, or the town may accept payment for such spaying/neutering and reimburse a licensed veterinarian who performs the operation and submits a written request for payment for such operation.

(Ord. 99-002 § 4 (part): prior code § 7-4-7)

6.16.080 - Impoundment procedures and fees.

- A. Upon the impoundment of a licensed dog, the animal control officer shall make reasonable efforts to promptly notify the owner. Any impounded licensed dog may be reclaimed by the owner provided that the owner reclaiming the dog furnishes proof of ownership and pays the impoundment charge, any and all costs for care and feeding of the dog during the period of impoundment, veterinary costs for care of the dog during the period of impoundment and any other costs incurred by the town in caring for the dog during the period of impoundment. If the dog is not reclaimed within five days from the date of impoundment, the animal control officer may provide for the adoption of, sell or otherwise dispose of such dog in a humane manner.
- B. Any impounded unlicensed dog may be reclaimed by the owner provided that such person shows proof of ownership, a valid license, proof of current rabies vaccination or proof of payment of current rabies vaccination, pays the impoundment charges, veterinary costs for care of the dog during the period of impoundment and any and all costs incurred by the town for care and feeding during the period of impoundment. If the dog is not reclaimed within five days from the date of impoundment, the animal control officer may provide for the adoption of, sell or otherwise dispose of such dog in a humane manner.
- C. Impoundment costs shall include an assessment for each time a dog is impounded and for each day the police department cares for and feeds the dog as per town of Springerville adopted fee schedule.
- D. The governing body which operates an authorized animal shelter shall establish procedures for the humane destruction of impounded animals.
- E. Impounding and transporting of any animal may be done by the animal control officer or any other agent authorized by the governing body of the town as an intergovernmental agreement or contracted agreement. Fees for such service shall be set by ordinance by the town council.
- F. Any animal impounded by the town shall be provided humane care and treatment.

(Ord. 2004-017 § 1 (part); Ord. 99-002 § 4 (part); prior code § 7-4-8)

6.16.090 - Unlawful interference with the animal control officer.

It is unlawful for any person to interfere with the animal control officer in the performance of his/her duties pursuant to the provisions of this chapter. It is also unlawful for any person to release, remove, tamper with, damage or in any way interfere with any dog, cat or other animal or any property in the custody of the animal control officer or when such dog or animal or property is in the animal control officer's vehicle or cage, trap or impounded.

(Ord. 99-002 § 4 (part); prior code § 7-4-9)

6.16.100 - Liability for damages— Public or private property including injuries to persons.

If any animal causes any injury to any person or damage to any private or public property, the owner of the animal causing the damage shall be liable for restitution or payment of damages subject to any restrictions set forth by law.

(Ord. 99-002 § 4 (part); prior code § 7-4-10)

6.16.110 - Liability for damages— Killing livestock and domestic animals.

- A. It is unlawful for any dog to kill, wound or chase any livestock, poultry, ratite or any domestic animal within the boundaries of the town. If any person discovers a dog violating any portion of this section, that person may kill or injure the dog if such action is necessary for the protection of the animals listed in this subsection except that such person will not discharge a firearm within the boundaries of the town without a special permit from the chief of police.
- B. The owner of a dog shall be liable for damages caused by the dog killing, sounding or chasing any livestock, poultry, ratite or domestic animal.

(Ord. 99-002 § 4 (part); prior code § 7-4-11)

6.16.115 - Biting dogs.

Any dog that bites any person shall be quarantined and impounded or, at the request of and at the expense of the owner, placed in a veterinary hospital for a period of not less than ten days. The owner of any dog that has bitten a person may voluntarily deliver the dog to the police department at the pound; otherwise, there shall be an assessment against the owner if the police department must pick up the dog. If the dog is impounded in the pound for observation as a result of a dog bite incident, there shall be a per day charge for board, and no other impoundment fees shall be charged under these circumstances as per town of Springerville adopted fee schedule.

(Ord. 2004-017 § 1 (part))

6.16.120 - Penalty for violations of sections 6.12.010, keeping animals, 6.12.110, adoption fees of impounded animals, 6.16.120, rabies vaccination.

A. Any owner or other person who violates any section of this chapter is guilty of a petty offense, punishable in accordance with applicable state law. If any violation is continuing, each violation shall be deemed a separate violation. If any person has two prior petty offense convictions (or defaults) for violation of this title within six months, such person may be charged with a misdemeanor for any subsequent violations.

B. Misdemeanor fines shall be set by the Round Valley Magistrate or Justice of the Peace as prescribed and defined by the Arizona Revised Statutes. See A.R.S. Sections 13-707 and 13-802.

(Ord. 99-002 § 4 (part); prior code § 7-4-12)

(Ord. No. 2011-001, § 1, 3-2-2011; Ord. No. 2015-001, § 5, 3-4-2015)

6.16.130 - Penalty for violation of section 6.12.120, animal cruelty.

A. Any owner or other person who violates any section of this chapter is guilty of a Class 2 misdemeanor, as provided in A.R.S. Sections 13-707 and 13-802.

B. Misdemeanor fines shall be set by the Round Valley Magistrate or Justice of the Peace as prescribed and defined by the Arizona Revised Statutes. See A.R.S. Sections 13-707 and 13-802.

C. Any ordinance not covered by [Section] 6.16.120 shall be covered under [Section] 6.16.130.

(Ord. No. 2015-001, § 6, 3-4-2015)

TOWN OF SPRINGERVILLE MEMORANDUM

TO: Springerville Town Council
FROM: Tim Rasmussen, Town Manager
DATE: May 3, 2024, 2024
SUBJECT: ADOT AIRPORT WILDLIFE FENCE DESIGN & INSTALL GRANT

STAFF DIRECTION OR A SUGGESTED MOTION:

STAFF REPORT

The Town applied for and was awarded a Grant to install perimeter fencing around the airport to prevent "wildlife" and aircraft strikes. It was to be done in two stages. Only stage #1 was applied for and awarded. The grant was for \$400,000 with no grant match to the Town.

Attachment #1- Award Letter to the Town.

Airport Manager Lucero starts to understand the projects up at the airport and recognizes that this grant should be completed in April 2024 and it is mid- February and still at the engineering level. This project is clearly two years behind. There is also a question about an Environmental Clearance and the purpose of it. **Attachment #2** dated 2-15-2024 and sent to Kimley Horn. Kimley Horn reply 2-25-2024.

Attachment #3- E-mail from ADOT now questioning the delinquency of the project.

Attachment #4- E-mail to Kimley Horn asking for them to stop work until we can figure out what is going on with the project from a timeline and not understanding the need for an Environmental Clearance.

Attachment #5- E-mail to Kimley Horn to halt on the grant.

Attachment #6- Mr. Lucero lists questions and concerns.

Wednesday March 27th 2024 meeting with Margie Cerda (Airport Grants Manager), Manny Lucero, Councilor Henderson, and Tim Rasmussen to discuss the project. Mrs. Cerda is asked by Councilor Henderson, what warranted to need for the Wildlife Fencing. Her reply was when ADOT

visited, there were many wildlife animals viewed inside of the airport. Councilor Henderson replied that he had lived up there over 10 years and hardly ever seen any wildlife such as deer or elk. She stated that she would have to investigate their notes but may have remembered it being groundhogs.

Attachment #7- Two follow up e-mails to Mrs. Cerda with no response.

Attachment #8- Additional information from Mr. Lucero.

Attachment #9- project detail Kimley Horn



Multimodal Planning

An Arizona Management System Agency

Douglas A. Ducey, Governor
John S. Hallkowski, Director
Dallas Hammit, State Engineer
Gregory Byres, Division Director

February 24, 2022

Sean Kienle
Airport Manager
Springerville Municipal Airport
905 W. Airport Rd.
Springerville, AZ 85938

Re: Airport Development Reimbursable Grant Agreement
Springerville Municipal Airport
ADOT Grant E2S5F01C

This revised Grant Cover reflects ADOT 100% funding for the above referenced project

Dear Mr. Kienle:

On December 17, 2021 the State Transportation Board approved Arizona Department of Transportation (ADOT) grant number E2S5f01C for \$400,000.00 for Fiscal Year 2022 funding. This state grant is for the following project: Wildlife Fence Design & Install - Phase I.

Enclosed is a PDF of an Airport Development Reimbursable Grant Agreement including Exhibits A through C. Please fill out the forms in their entirety including appropriate dates, cost details, committed local funds, and identification of the person authorized to receive grant funds. Please **DO NOT DATE** the agreement in Part One on page one (*or date in red on page 2*). Remember to include an ALP-based drawing clearly depicting the project location and scope. Completed and signed Agreements must be emailed, via PDF, to me no later than *June 24, 2022, or sooner*.

It is the Sponsor's responsibility to understand and abide by the requirements of the Grant Agreement. Please reference the ADOT grant number, as well as on all correspondence and/or documents related to this project.

Please send ADOT a PDF copy, via email, of your General Services Agreement (or other contract for professional services) including the scope of work or task order for this project.

If you have any questions, please contact Grant Manager Margie Cerda at mcerda@azdot.gov or (602) 712-7597.

Sincerely,

Margie Cerda
Aeronautics Airport Grants Manager



Tim Rasmussen

From: Robinson, Brandon <brandon.robinson@kimley-horn.com>
Sent: Sunday, February 25, 2024 3:41 PM
To: Manny Lucero; Tim Rasmussen
Subject: RE: Springerville Airport Wildlife Fence

Hello Manny and Tim,

Wanted to give you an update on the Wildlife Fencing project status.

I met with Margie Cerda from ADOT and she informed me that the grant is out of compliance due to a lapse in reimbursement requests. In order to bring this grant back into compliance you will need to file a request for reimbursement for services provided to show that the project is moving forward. Margie mentioned that there is no minimum amount that needs to be requested, just something to show progress. I will have our finance department send a bill for the environmental work that has taken place so that you can begin to process the reimbursement request. I will draft a project status report to include with this.

I asked Margie if there was a timeframe on when the grant would expire, so we could have an idea when construction would need to be completed by. She informed me that it would remain open until June 24, 2026.

Let me know if you have any questions, looking to get that bill and status report sent out by the end of the week.

Thank you,

Brandon Robinson, P.E. | Associate

Kimley-Horn | 1001 W. Southern Ave., Suite 131, Mesa, AZ 85210

Direct: 602.906.1185

From: Manny Lucero <mlucero@springervilleaz.gov>
Sent: Thursday, February 15, 2024 9:15 AM
To: Robinson, Brandon <brandon.robinson@kimley-horn.com>; Tim Rasmussen <trasmussen@springervilleaz.gov>
Subject: Springerville Airport Wildlife Fence

You don't often get email from mlucero@springervilleaz.gov. [Learn why this is important](#)

Brandon,

I am sending you a copy of the subject matter of the video conference for today's meeting.

Thank you

Manny Lucero





TOWN OF SPRINGERVILLE

"GATEWAY TO THE WHITE MOUNTAINS"

2/15/2024

418 E. MAIN STREET, SPRINGERVILLE, AZ 85938 • PHONE (928)333-2656 • FAX (928)333-5598

Mr. Brandon Robinson, P.E. Associate
Kimley-Horn
1001 W. Southern Ave.,
Suite 131, Mesa, AZ 85210

Re: Perimeter Fencing Design and Construction

Dear Mr. Robinson,

Airport/Town of Springerville management reviewed the initial correspondence submitted to us by Kimley Horn starting with a letter Dated March 31, 2022, for the airport fencing project. In the letter of 03/31/2022 Kimley Horn outlined what services they would be providing.

I am submitting to you list of concerns about the projects progress and how, why, and when Kimley Horn deviated from the contents of the 03/31/2022 letter.

Task 1/C: Provide Monthly progress reports, meetings and notes of project meetings.

Task 2: Environmental Clearance, Engineer's Design Report and Preliminary Plans. Kimley Horn will confirm that environmental clearance is not necessary, due to the nature of this project and existing conditions.

These efforts will be done so that preliminary plans (30%) can be prepared.

Task 3: Teleconference review meetings will be held after each submittal and comments by Town, FAA and ADOT will be incorporated into the next submittal.

Engineer's Design Report
Wildlife Perimeter Fence
Springerville Municipal Airport
June 2023

2.1 Site investigations

Environmental Clearance- Review of environmental document for the projects.

2.1.6 Environmental Clearances

This project consists of replacing an existing fence that is within previously disturbed land. It was determined that there were no environmental clearance requirements for this scope of work.

17.0 Project schedule

Preliminary Design Submittal -----06/09/2023

Recommendation for award -----09/20/2023

2



TOWN OF SPRINGERVILLE

“GATEWAY TO THE WHITE MOUNTAINS”

418 E. MAIN STREET, SPRINGERVILLE, AZ 85938 • PHONE (928)333-2656 • FAX (928)333-5598

According to the time schedule given to us, this fencing project should have been completed April 2024. According to the records of the project that I have, we have only one Progress report. We have looked for the other progress reports from the date of the letter 03/31/2022 and we should have at least 20 progress reports. If you have submitted other reports please advise. The result of not receiving these reports and the omission of the Tasks and engineers report items as you outlined, we are now having to ask where the progress of this project is.

The reason for the delays that you have given me should have been addressed over a year ago according to your correspondence. Only after I requested the status of this project is this now being addressed.

This is unacceptable and we request a meeting with Kimley Horn and Springerville airport and City management in Springerville Az. to discuss how we proceed. We would like a meeting to set up ASAP.

Thank You
Manny Lucero
Springerville Airport Manager

Tim Rasmussen

From: Robinson, Brandon <brandon.robinson@kimley-horn.com>
Sent: Monday, February 26, 2024 5:13 PM
To: Manny Lucero; Margie Cerda; Matthew Munden; Tim Rasmussen
Subject: RE: E2S5F01C Wildlife Fence Design & Install - Phase I (State Local)
Attachments: Springerville Wildlife Fence

Manny,

#4 See attached email from ADOT following the 30% review requesting Environmental. The request from the airport to relocate the fence was verbal.

Thank you,

Brandon Robinson, P.E. | Associate
Kimley-Horn | 1001 W. Southern Ave., Suite 131, Mesa, AZ 85210
Direct: 602.906.1185

From: Manny Lucero <mlucero@springervilleaz.gov>
Sent: Monday, February 26, 2024 1:37 PM
To: Robinson, Brandon <brandon.robinson@kimley-horn.com>; Margie Cerda <mcerda@azdot.gov>; Matthew Munden <mmunden@azdot.gov>; Tim Rasmussen <trasmussen@springervilleaz.gov>
Subject: RE: E2S5F01C Wildlife Fence Design & Install - Phase I (State Local)

You don't often get email from mlucero@springervilleaz.gov. [Learn why this is important](#)

Brandon,

#3 Could you send me a copy of the request from the airport requesting the relocation of the fence and the comments from ADOT's 30% review for my records . Was there a change order?

From: Robinson, Brandon <brandon.robinson@kimley-horn.com>
Sent: Monday, February 26, 2024 12:47 PM
To: Margie Cerda <mcerda@azdot.gov>; Manny Lucero <mlucero@springervilleaz.gov>; Matthew Munden <mmunden@azdot.gov>
Subject: Re: E2S5F01C Wildlife Fence Design & Install - Phase I (State Local)

*2 Hello Margie,

Yes, this is correct that one of the comments that came back from ADOT's 30% review meeting was that environmental was required. Originally, the project consisted of removing and replacing the existing fence in its current location, which to my understanding would not have activated the need for environmental. At the request of the airport, a portion of the fence will be relocated onto undisturbed land, changing the overall alignment and requiring environmental.

We completed the environmental site investigation last week and will be aggressively moving forward with the project with the intent to construct this Summer. I have discussed the grant compliance with the airport and will work with them to get a GRR submitted ASAP.

Thank you,
Brandon Robinson, P.E.

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From: Margie Cerda <mcerda@azdot.gov>
Sent: Monday, February 26, 2024 10:40:45 AM
To: Manny Lucero <mlucero@springervilleaz.gov>; Robinson, Brandon <brandon.robinson@kimley-horn.com>;
Matthew Munden <mmunden@azdot.gov>
Subject: E2S5F01C Wildlife Fence Design & Install - Phase I (State Local)

You don't often get email from mcerda@azdot.gov. [Learn why this is important](#)

| Hello,
Let's communicate here.

The above referenced Grant has a remaining balance of \$383,768.80. Can you please provide me with the status of this Grant (in writing)?

It was just brought to my attention by Manny that ADOT has requested an environmental. Is this accurate? To my understanding, the environment should have already been done before the grant was awarded.

FYI: This grant was awarded on 5/13/22 and ends on 6/24/26.

We need a GRR asap.

Thank you,

Margie Cerda
Airport Grants Manager

MPD/Aeronautics Group

1801 W. Jefferson. Room B05. MD 426M

Phoenix, Arizona 85007

602.712.7597 (w) 480.993.9967 (c)

mcerda@azdot.gov

Tim Rasmussen

From: Manny Lucero
Sent: Thursday, February 29, 2024 5:00 PM
To: Robinson, Brandon; Tim Rasmussen
Subject: RE: Springerville Airport Wild Life fence project

#5
Brandon,
3 weeks ??? I guess my question would be from the previous email. How can you submit for review if its not complete....halt completely

From: Robinson, Brandon <brandon.robinson@kimley-horn.com>
Sent: Thursday, February 29, 2024 4:52 PM
To: Manny Lucero <mlucero@springervilleaz.gov>; Tim Rasmussen <trasmussen@springervilleaz.gov>
Subject: Re: Springerville Airport Wild Life fence project

#4
The environmental clearance document has not been completed yet as it takes a few weeks to process the cultural study collected from the site visit last week. Would you like for them to complete this and then send it to you, or halt completely?

Thank you,
Brandon Robinson

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From: Manny Lucero <mlucero@springervilleaz.gov>
Sent: Thursday, February 29, 2024 6:15:03 PM
To: Robinson, Brandon <brandon.robinson@kimley-horn.com>; Tim Rasmussen <trasmussen@springervilleaz.gov>
Subject: RE: Springerville Airport Wild Life fence project

#3
Please send the environmental clearance document to me and we will review. We are reviewing our options as to how we will proceed and we will inform you.

From: Robinson, Brandon <brandon.robinson@kimley-horn.com>
Sent: Thursday, February 29, 2024 4:10 PM
To: Manny Lucero <mlucero@springervilleaz.gov>; Tim Rasmussen <trasmussen@springervilleaz.gov>
Subject: Re: Springerville Airport Wild Life fence project

#2
Hello Manny,

Can you provide insight on the decision to stop work? Would you prefer that we do not submit the environmental clearance document for review?

Thank you,
Brandon Robinson, P.E.

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4

From: Manny Lucero <mlucero@springervilleaz.gov>

Sent: Thursday, February 29, 2024 1:37:09 PM

To: Robinson, Brandon <brandon.robinson@kimley-horn.com>; Tim Rasmussen <trasmussen@springervilleaz.gov>

Subject: Springerville Airport Wild Life fence project

You don't often get email from mlucero@springervilleaz.gov. [Learn why this is important](#)

 Brandon,

I would like to stop the work you are doing on this wild life perimeter fencing project until further notice.

Thank you

Manny Lucero
Airport manager

Tim Rasmussen

From: Manny Lucero
Sent: Thursday, February 29, 2024 4:15 PM
To: Robinson, Brandon; Tim Rasmussen
Subject: RE: Springerville Airport Wild Life fence project

#3

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To: Manny Lucero <mlucero@springervilleaz.gov>; Tim Rasmussen <trasmussen@springervilleaz.gov>
Subject: Re: Springerville Airport Wild Life fence project

Hello Manny,

#2

Can you provide insight on the decision to stop work? Would you prefer that we do not submit the environmental clearance document for review?

Thank you,
Brandon Robinson, P.E.

Get [Outlook for iOS](#)

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Sent: Thursday, February 29, 2024 1:37:09 PM
To: Robinson, Brandon <brandon.robinson@kimley-horn.com>; Tim Rasmussen <trasmussen@springervilleaz.gov>
Subject: Springerville Airport Wild Life fence project

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Brandon,

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Thank you

Manny Lucero
Airport manager

5

Perimeter Fencing Design and Construction Contract between Kimley Horn and Town of Springerville

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6

Engineer's Design Report

Wildlife Perimeter Fence

Springerville Municipal Airport

June 2023

2.1 Site investigations

Environmental Clearance- Review of environmental document for the projects.

2.1.6 Environmental Clearances

This project consists of replacing an existing fence that is on previously disturbed land. It was determined that there were no environmental clearance requirements for this scope of work.

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Preliminary Design Submittal -----06/09/2023

Recommendation for award -----09/20/2023

According to the time schedule given to us, this fencing project should have been completed April 2024. According to the records of the project that I have, we have only one Progress report. We have looked for the other progress reports from the date of the letter 03/31/2022 and we should have at least 20 progress reports

The result of not receiving these reports and the omission of the Tasks and engineers report items as you outlined, we are now having to ask where the progress of this project is.

6

The reason for the delays that you have given me should have been addressed over a year ago according to your correspondence. Only after I requested the status of this project is this now being addressed.

Grant number E2S5F01C

ADOT Airport Development Reimbursable Grant agreement

Page 2 of 19 Obligations

#4 If it becomes necessary to terminate a grant at any time, the state will reimburse expenses of the sponsor, approved by the state, up to the time of notification of cancellation provided Sponsor is not in default hereunder.

Page 2 of 19 Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after [Enter Date] shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Page 10 of 19 Contracts

#2 All contracts shall stipulate and make clear:

- a. The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;

Page 11 of 19 Reports

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered.

6

Page 14 of 19 Specific Provisions and Project Schedules

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

Page 16 of 19 Change Orders

Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Page 16 of 19 Construction Contract Documents

Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.



Tim Rasmussen

From: Tim Rasmussen
Sent: Friday, May 3, 2024 9:10 AM
To: mcerda@azdot.gov
Cc: Manny Lucero; Doug Henderson
Subject: RE: Springerville Airport

Margie,

Good Morning.

Wanting to follow back up with you to see if you were able to retrieve any documents about the wildlife at the airport. I have been asked to bring this project back to Town Council to discuss and want to have all supporting documentation to present to them.

Thank you,

Tim Rasmussen
Town of Springerville
Town Manager
Economic Development
Building Inspector
928-333-2656 Ext 226



All messages created in this system belong to the Town of Springerville and should be considered a public record subject to disclosure under Arizona Public Records Law (A.R.S. 39-121). Town employees, public officials, and those who generate correspondence to them, should have no expectation of privacy related to the use of this technology. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

From: Tim Rasmussen
Sent: Thursday, April 18, 2024 5:13 PM
To: mcerda@azdot.gov
Cc: Manny Lucero <mlucero@springervilleaz.gov>; Doug Henderson <DHenderson@springervilleaz.gov>
Subject: Springerville Airport

Margie,

Good day.

Were you able to retrieve your notes on what led up to the discussion about wildlife at the Springerville Airport that led up to the Wildlife Perimeter Fence project? In our discussion Councilor Henderson asked you about the need for the fencing. You said that you would retrieve your notes about what animals constituted the need for such a costly need for a fence. You said something about groundhogs. We are wanting to see if that truly was the reasoning.

Thank you,

Tim Rasmussen
Town of Springerville
Town Manager
Economic Development
Building Inspector
928-333-2656 Ext 226

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Tim Rasmussen

From: Manny Lucero
Sent: Saturday, April 20, 2024 10:55 AM
To: Tim Rasmussen
Subject: Wildlife strikes

I was just reading an FAA document about wildlife strikes and in the entire state of Arizona in the 13 years between 1990-2003, there were only 51 mammal strikes (the rest were bird which of course a fence will do nothing to control). Divided by years and the number of airports in Arizona, on average we would experience one mammal strike every half century, assuming mammals and aircraft operations are evenly distributed. In my time here I have seen one coyote, not near a runway.

The majority of mammal strikes involve deer and elk and happen at night. Maybe a more effective means of preventing strikes would just be a simple automated motion sensor system + speaker system that used sounds to drive them away from the runways. The perimeter of the airfield is massive but a localized system near the runways would be easier to install. We can use eggs mixed with water around the fences as a scent based repellent in strategic areas, as putrefying eggs repel both deer and prairie dogs.



Kimley»Horn

March 31, 2022

Mr. Sean Kienle
Airport Manager – Springerville Municipal Airport
905 West Airport Road
Springerville, AZ 85938

RE: Perimeter Fencing Design and Construction Admin

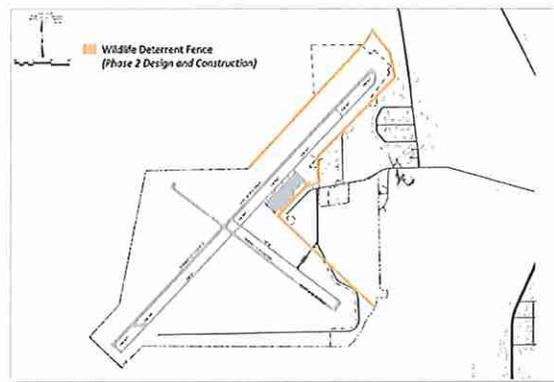
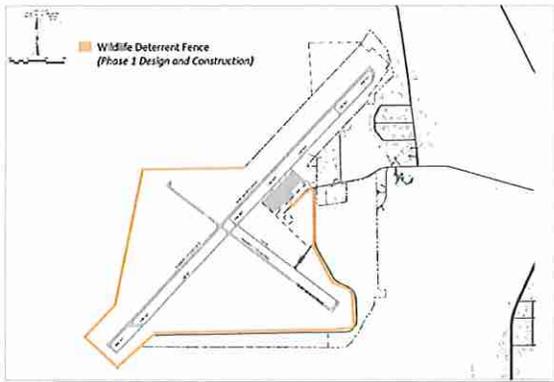
Dear Mr. Kienle:

Kimley-Horn and Associates, Inc. ("Kimley-Horn", or "Consultant") is pleased to submit this Draft Scope of Services for the PERIMETER FENCING DESIGN AND CONSTRUCTION ADMINISTRATION as Task Order between the Town of Springerville ("Town" or "Client") and Kimley-Horn and Associates, Inc. This document is intended to outline the tasks of the project and identify anticipated work hours required to complete those tasks.

Project Understanding

The project name and project description for which services identified in this Authorization of Services are required is:

- A. Location of Project: Springerville Municipal Airport
- B. Name of Project: Perimeter Fencing Phase 1 and Phase 2
- C. Project Description: This project will consist of providing engineering services to provide plans, specifications, estimates, design reports, and construction administration for the proposed perimeter fencing project (approximately 26,000 LF) at the Springerville Municipal Airport as depicted below.



Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Administration

The following general tasks are anticipated to be needed for the project.

- a) Provide project administrative tasks for support throughout the project.
- b) Provide project planning, budgeting, and initial project schedule.
- c) Provide monthly progress reports, meetings and notes of project meetings.

Task 2 – Environmental Clearance, Engineer's Design Report and Preliminary Plans (30%)

Kimley-Horn will confirm that an environmental clearance is not necessary due to the nature of this project and existing conditions.

Kimley-Horn will produce a draft Engineer's Design Report and Preliminary Plans (30%) of the project. The Engineer's Design Report will include a description of design methodology and other design concepts, criteria and standards used. Reference will be made to appropriate FAA design circulars, specifications and applicable federal and state regulations. Design standards will be according to FAA Advisory Circular 150/5300-13A (change 1) "Airport Design", other applicable circulars, and Maricopa Association of Governments (MAG) standards. A draft construction safety plan and air study submittals will be made as required by the FAA for typical construction projects. As part of this task, topographic survey and geotechnical work will be completed.

These efforts will be done so that preliminary plans (30%) can be prepared. A limited number of preliminary plan sheets, an outline of intended specifications and preliminary cost estimate will be provided to display the project elements to FAA and to Arizona Department of Transportation (ADOT). A Teleconference review meeting with the airport and ADOT will be held to review the proposed work.

Task 3 – Design and Construction Drawings

The Engineer will provide design and contract construction documents for Phase 1 and Phase 2 of the fencing improvements. The Engineer will provide engineering drawings and specifications to be used as contract documents. Plan sheets will include: cover sheet, sheet index, summary of quantities, general notes and abbreviations, project layout, demolition, and details. The Engineer will assemble owner provided front end documents, a project quantity-based bid proposal, FAA general provisions, special provisions (unique project requirements) and technical specifications to be used as project contract documents for the bidding process. Plans, specifications, engineer's design report and construction safety/phasing plan will be prepared for the 95% review submittals. Teleconference review meetings will be held after each submittal and comments by Town, FAA and ADOT will be incorporated into the next submittal. Final Plans and Specifications for bid will then be submitted.

Construction Costs: An Engineer's Opinion of Probable Construction Costs will be provided for the project and will be based on cost history for past work within the vicinity of the airfield and for projects of a similar nature. The opinion of probable cost will reflect construction during a regular construction schedule.

Task 1-3 Deliverables:

1. Engineer's Design Report – four copies
2. Plans and Specifications (60%, 95%) – two copies
3. Opinion of Probable Construction Cost – two copies
4. Final Plans and Specifications (Final Submittal) – two copies
5. Electronic drawing files

Task 4 – Bid Phase Services:

The Engineer will provide bidding assistance as shown below.

Tasks provided during bid phase services are:

- a) Issue contract documents to a reprographics company for distribution
- b) Attend one pre-bid conference
- c) Answer contractor questions during the bidding process
- d) Prepare up to two addenda
- e) Prepare one tabulation of bids
- f) Prepare one bid summary spreadsheet
- g) Prepare one recommendation of award letter

Task 5 – Construction Administration Services:

Pre-Construction Activities

1. **Awarding of Contract and Notice to Proceed Coordination:** Consultant will tabulate the bids received and evaluate the compliance of the bids received with the bidding documents. We will prepare a written summary of this tabulation and evaluation. If requested by the Client, Consultant will notify the selected Contractor.
2. **Pre-Construction Conference:** Consultant will conduct a Pre-Construction Conference prior to commencement of Work at the Site.
3. **Pre-Construction Activities:** Consultant will conduct the following pre-construction activities:
 - Review Contractor's Quality Control Program
 - Respond to Contractor's Requests for Information (RFI)
 - Review submittals, mix designs, and shop drawings
(Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.)

Construction Activities

1. **Construction Administration:** The consultant shall provide construction administrative services including the following: establish and maintain correspondence and project files, document Contractor's conformance to the contract documents, review quantities and monthly payment request, conduct weekly progress meetings and prepare meeting minutes, review Contractor shop drawing submittals, review change order request, review Contractor's quality control plan, review Contractor's on going quality control material testing program, and submit any observed noncompliance or deficiency reports.

Task 6 – Post Construction Services

1. **Final Close-Out:** Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

Consultant will assist the Client in assembling information for a Final Change Order for the final project quantities and in reviewing the final application for payment from the Contractor and in assembling the contractor-supplied contract documents.

2. **Post Construction Assistance:** Consultant will provide assistance and consultation to the Client for up to one month following the project final completion. This will include site visits to observe any Contractor deficiencies in their work and assist the Client in recommendations in correcting such Contractor deficiencies. Any additional assistance beyond the one-month period will be on a time and material basis for fee.
3. **Final Construction Report:** Consultant will provide a Final Construction Report that includes a Project Description and copies of:
 - Pre-Construction Documents: Contract schedule, agenda, minutes, Contractor's quality control plan
 - Construction Documents: Monthly applications for payments, and submittals
 - Final Documents: Final quantity computations and quantities, and final change order;
 - Appendix Materials: Contractor's certified payrolls, field test results and scale tickets.

SUBCONSULTANT SERVICES:

The following subconsultant services will also be provided:

Survey (Design):

- a) Verify existing airport survey control NVD83 (horizontal) and NAVD88 (vertical)
- b) Establish additional control within the project area
- c) Locate the existing striping, lights, signs, and above ground improvements and utilities within 50 ft of the project area.
- d) Provide existing elevation data

Additional Information

Schedule:

A project design schedule will be developed together with the Client as a part of Task 1: Project Administration.

Limitation of Responsibilities:

Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Construction Surveys:

The construction Contractor shall perform construction staking as provided by the contract documents that provide baselines and benchmarks for locating work and provide limited construction control as identified in the Contract Documents. The Consultant may provide verification of the survey and staking as necessary to review the accuracy of the construction.

Services Not Included:

Any other services, including but not limited to the following, are not included in this Agreement: Coordination with Airport Tenants and Users

Additional Services:

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided By Client:

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Responsibilities of Client:

In addition to other responsibilities set out in this Agreement, the Client shall: Coordinate with airport users and tenants regarding this project, issue NOTAMS prior to site visits and investigations conducted by the Consultant and Subconsultants, review submittals in a timely fashion and provide written comments of the desired changes to the contract documents (plans and specifications) within 14 calendar days of receiving the submittal from the Consultant, furnish and review specification front end documents including, DBE, legal, bonding and other provisions as required for the contract documents.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 – 6 plus subconsultant fees and expenses for the total lump sum fee of \$68,808. A breakdown of the fees for each individual task is shown in the attached Exhibits. Individual task amounts are informational only.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Regards,
KIMLEY-HORN, INC.



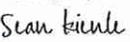
Brandon Robinson, P.E.
Project Manager

Closure

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments.

ATTEST:

TOWN OF SPRINGERVILLE, ARIZONA

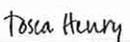
DocuSigned by:

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AIRPORT MANAGER

DocuSigned by:

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CHRIS COLLOPY, TOWN MANAGER

APPROVED AS TO FORM:

KIMLEY-HORN, INC.

DocuSigned by:

097814F526284CE...
TOSCA HENRY, THE TOSCA LAW FIRM, PLC

BY: _____

PRINTED NAME: _____

ITS: _____

Perimeter Fencing
Springerville Municipal Airport

KIMLEY-HORN ASSOCIATES
Phoenix, Arizona

DATE: March 25, 2022

Design Summary

	<u>Design Fee</u>	<u>Opinion of Probable Construction Costs (Phase 1 and Phase 2)</u>
Design Services	\$ 34,443.00	\$ 651,000.00
Bid Phase Services	\$ 6,128.00	
Construction Admin Services (Cost Plus)	\$ 10,568.00	
Post Construction Services	\$ 2,879.00	
Expenses	\$ 3,240.00	
Subconsultants	\$ 11,550.00	
	<hr/>	
Total	\$ 68,808.00	\$ 651,000.00

Perimeter Fencing
Coolidge Municipal Airport

KIMLEY-HORN ASSOCIATES
Phoenix, Arizona

DATE: March 25, 2022

EXHIBIT I - ENGINEERING FEE
Perimeter Fencing

1. DIRECT LABOR

<u>TASK</u>	<u>DESCRIPTION</u>	<u>MANHOURS</u>	<u>TOTAL</u>	<u>EXTENDED TOTAL</u>
001	Project Administration	29	4,499.00	
002	Construction Drawings (30% Submittal)	27	3,927.00	
	Quantities & Cost Estimate	14	2,679.00	
	Project Specifications	32	5,808.00	
003	Construction Drawings (95% Submittal)	16	2,343.00	
	Quantities & Cost Estimate	12	2,349.00	
	Project Specifications	18	3,908.00	
004	Final Plans & Specification Submittal	48	8,930.00	
005	Bid Phase Services	40	6,128.00	
006	Construction Administration Services	70	10,568.00	
007	Post Construction Services	37	2,879.00	
TOTAL DIRECT LABOR		236		\$54,018.00

2. EXPENSES:

Expense Allocation (6%)	3,240.00	
TOTAL EXPENSES:		\$3,240.00

3. CONSULTANTS:

Trace Engineering - Survey	6,000.00	
Western Technology - Geotech / Material Testing Lab	5,000.00	
Consultant Control/Review (5% of Subconsultant Fees)	550.00	
TOTAL CONSULTANTS		\$11,550.00

4. ENGINEERING FEE

TOTAL LABOR	54,018.00	
CONSULTANTS	11,550.00	
EXPENSES	3,240.00	
TOTAL ENGINEERING FEE		\$68,808.00

Perimeter Fencing
Coolidge Municipal Airport

KIMLEY-HORN ASSOCIATES
Phoenix, Arizona

DATE: March 25, 2022

EXHIBIT II - ENGINEERING FEE
Perimeter Fencing

DERIVATION OF COST OF PROPOSAL FEE

1. Direct Salary Costs

<u>Title</u>	<u>HOURS</u>	<u>Rate</u>	<u>Total Labor</u>	<u>EXTENDED TOTAL</u>
Senior Project Manager	74	232.00	17,168.00	
Engineer	150	165.00	24,750.00	
Engineer in Training (Analyst)	77	132.00	10,164.00	
Finance/Admin Manager	10	143.00	1,430.00	
Clerical/Admin	32	83.00	2,656.00	
Total Direct Salary Costs	343			\$54,018.00

2. Non-Salary Expenses

Expense Allocation (6%)			3,240.00	
Total Direct Non-Salary Expenses				\$3,240.00

3. Subcontract Costs

Trace Engineering - Survey			6,000.00	
Western Technology - Geotech / Material Testing Lab			5,000.00	
Consultant Control/Review (5% of Subconsultant Fees)			550.00	
Subtotal of subcontract Costs				\$11,550.00

4. TOTAL ENGINEERING FEE

\$68,808.00

Perimeter Fencing
Coolidge Municipal Airport

DATE: March 25, 2022

					Sr. Project				TOTAL		
					Mgr	Engineer	Analyst	Finance/ Admin	Clerical	MAN-HRS	LABOR COST
001 Project Administration											
1	Project Administration-Client Coordination, Subconsultant Coordination, Supervision					6				6	990.00
2	Project Planning, Budgeting, and Initial Project Schedule, Billing					5		10		15	2,255.00
3	Progress Reports, Meetings Note preparation and Schedule Updates					4				4	660.00
4	Company Quality Control Review Review Meetings after 30%, and 95% Submittals					2	2			4	594.00
Subtotal Task 001						17	2	10		29	4,499.00
002 Construction Drawings (30% Submittal)											
		Scale	Length	Sheets							
1	Cover Sheet, Project Title Sheet			1		1	3			4	561.00
2	Summary of Quantities, General Notes, Index			1		1	2			3	429.00
3	Project Layout and Horz/Vert Control			1		2	5			7	990.00
4	Demolition Plan			4		2	3			5	726.00
5	Details			1		4				4	660.00
6	Geometry Plan			4		1	3			4	561.00
Subtotal						11	16			27	3,927.00
Quantities & Cost Estimate											
1	Calculate Quantities						1			1	132.00
2	Cost Estimate					4				4	660.00
3	Technical Supervision and Review					6	3			9	1,887.00
Subtotal						6	7	1		14	2,679.00
Project Specifications											
1	Project Specification-General								5	5	415.00
	- Create cover					1				1	165.00
	- Prepare Boiler Plate including FAA Compliance					1				1	165.00
	- Prepare Bid Tab and Agreement					1				1	165.00
	- Add FAA Circulars					2				2	330.00
2	Specification - Special Provisions										
	- Prepare Special Conditions for Project					4	4			8	1,588.00
3	Technical Specification					4	4			8	1,588.00
4	Technical Supervision and Review					6				6	1,392.00
Subtotal						14	13		5	32	5,808.00
Subtotal Task 002						20	31	17	5	73	12,414.00

003 Construction Drawings (95% Submittal)

		Scale	Length	Sheets							
1	Cover Sheet, Project Title Sheet			1		1	2			3	429.00
2	Summary of Quantities, General Notes, Index			1		1	2			3	429.00
3	Project Layout and Horz/Vert Control			1		1	2			3	429.00
4	Demolition Plan			4		1	2			3	429.00
5	Details			1		2				2	330.00
6	Geometry Plan			4		1	1			2	297.00
	Subtotal			12		7	9			16	2,343.00

Quantities & Cost Estimate

1	Calculate Quantities					1				1	132.00
2	Cost Estimate					2				2	330.00
3	Technical Supervision and Review					6	3			9	1,887.00
	Subtotal					6	5	1		12	2,349.00

Project Specifications

1	Project Specification-General - Bid Proposal					4				4	660.00
2	Specification - Special Provisions - Prepare Special Conditions for Project					4				4	928.00
3	Technical Specification - Prepare Technical specifications-					4				4	928.00
5	Technical Supervision and Review					6				6	1,392.00
	Subtotal					14	4			18	3,908.00
	Subtotal Task 003					20	16	10		46	8,600.00

004 Final Plans & Specification Submittal

1	Construction Drawings					4	8			12	1,716.00
2	Quantities & Cost Estimate					2	2			4	594.00
3	Project Specifications					5				5	1,160.00
4	Technical Supervision and Review					15				15	3,480.00
5	Electrical Final Plans					12				12	1,980.00
	Subtotal Task 004					20	18	10		48	8,930.00

005 Bid Phase Services

1	Pre-Bid Services										
a	Issue contract documents,					2				5	745.00
b	Attend pre-bid conference, answer contractor questions, prepare addendum					10	10			20	2,970.00
c	Prepare bid tabulate / summary spreadsheet, submit recommendation of award.					5				5	825.00
2	Awarding of Contract and - Notice to Proceed Coordination					4	4			8	1,588.00
	Subtotal Task 005					4	21	10	5	40	6,128.00

006 Construction Administration Services

1	Preconstruction Activities											
	a	Awarding of Contract and Notice to Proceed Coordination				2	2			4	594.00	
	b	Pre-Construction Conference				6	6		4	16	2,114.00	
	c	Pre-Construction Activities							4	4	332.00	
		- Review Contractor's Quality Control Program				4				4	660.00	
		- RFI Response				4				4	660.00	
		- Review Submittals, Mix Designs and Shop Drawings										
		- Mobilize to Project and Field Office Set-up										
		- Construction Management Plan				4	2			6	1,258.00	
	b	Construction Administration										
		- Establish and Maintain Correspondence and Project Files				4				4	660.00	
		- Verify and Review Contractor's Quality Control Program				2				2	330.00	
		- Review Project Submittals, Shop Drawings, and RFIs				5				5	825.00	
		- Review QA and QC Materials Testing Reports				5	5			10	1,485.00	
		- Noncompliance and Deficiency Reports				1				1	165.00	
		- Quantities Review and Monthly Progress Payments				5	5			10	1,485.00	
	Subtotal Task 006					4	40	18		8	70	10,568.00

007 Post Construction Services

1	Final Close-out										
		- Final Change Order for Final Quantities				2	2			4	794.00
		- Contract Close-out Final Payment					1		4	5	497.00
		- Answer Questions and Provide Assistance on warranty, work and operations				2	2			4	794.00
		- As-built drawings, assemble documentation				2	2	10		14	794.00
		- Bind/scan report							10	10	
Subtotal Task 007					6	7	10		14	37	2,879.00

						74	150	77	10	32	343	54,018.00
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Certificate Of Completion

Envelope Id: D0C98BA4FD034B8784CF31499936B24A	Status: Delivered
Subject: Please DocuSign: Springerville Municipal Airport - Perimeter Fencing Scope and Fee.pdf	
Source Envelope:	
Document Pages: 12	Signatures: 3
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Brandon Robinson
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	401 Fayetteville St.
	Suite 600
	Raleigh, NC 27601
	brandon.robinson@kimley-horn.com
	IP Address: 134.238.198.139

Record Tracking

Status: Original	Holder: Brandon Robinson	Location: DocuSign
3/31/2022 2:17:05 PM	brandon.robinson@kimley-horn.com	

Signer Events

Chris Collopy
 ccollopy@springervilleaz.gov
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 F500A7CCBE5D4E...

Timestamp

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 Signed: 4/4/2022 11:17:34 AM

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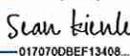
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Nate Walnum
 nate.walnum@kimley-horn.com
 Vice President
 Kimley-Horn and Associates, Inc.
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sean Kienle
 skienle@springervilleaz.gov
 Airport Manager
 Security Level: Email, Account Authentication (None)

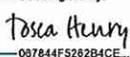
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 Not Offered via DocuSign

Tosca Henry
 toasca@toscalaw.com
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/31/2022 2:38:02 PM
Certified Delivered	Security Checked	3/31/2022 7:47:16 PM
Signing Complete	Security Checked	3/31/2022 8:51:22 PM
Payment Events	Status	Timestamps

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Kelsi Miller, Town Clerk
DATE: 5/15/2024
SUBJECT: Tourism Tax Fund Request
Quilt Show

SUGGESTED MOTIONS:

I move we approve the Tourism Tax fund donation request in the amount of \$750 to the Round Valley Quilt & Fiber Arts Show.

OR

I move we do not approve the Tourism Tax fund donation request to the Round Valley Quilt & Fiber Arts Show.

OR

I move we approve the Tourism Tax fund donation request to the Round Valley Quilt & Fiber Arts Show in the amount of \$_____.

STAFF REPORT:

The Round Valley Quilt & Fiber Arts Show requested a donation from the tourism tax committee. The donation was approved by the committee on April 25th, 2024.

The application and recommendation is attached.

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

Please be as specific as possible when completing this form.

DATE(S) OF EVENT: June 21st 2024

DATE OF APPLICATION: April 15, 2024

AMOUNT OF FUNDING REQUESTED: \$750⁰⁰

DATE FUNDING REQUIRED: by June 1st 2024

EVENT:

Name of Event, Group or Promotion: Round Valley Quilt & Fiber Arts Show

Make Check Payable to: Quilter's Haven - Quilt Show

Mailing Address: P.O. Box 1221
Eagar, Az 85925

Tax Identification Number: _____
(Please complete and return attached W-9)

CONTACT INFORMATION:

Name of Contact: Billye Wilda

Mailing Address: P.O. Box 1334
Eagar, Az 85925

Telephone Numbers: Regular: 928-██████████ Cell: ██████████

Alternate Contact & Phone Number: _____

All applications must be turned in to the Town of Springerville six weeks before the date of the event.

Application will be reviewed by the Tourism Tax Committee. The tourism tax committee can only approve amounts up to \$750.00. 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 third Wednesdays of each month. **YOU MUST BE PRESENT AT COUNCIL MEETING TO BE CONSIDERED FOR FUNDING.** Please contact Town Hall to verify meeting dates 333-2656

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? _____

SPRINGVILLE TOURISM TAX COMMITTEE	SPRINGVILLE TOWN COUNCIL
By majority vote, this request has been	By majority vote, this request has been
Approved: <u>✓</u>	Approved: _____
Denied: _____	Denied: _____
Amount: <u>\$750</u>	Amount: _____
Date: <u>4-25-2024</u>	Date: _____
Chair/Vice-Chairperson: <u>Brenda Humpf</u>	Mayor/Vice-Mayor: _____

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?
1/4 of needed revenue
2. What is the money to be used for?
Purchase of Ribbons and advertising
3. How will the residents of Springerville benefit from this event?
It is a family function with exhibits and educational opportunities.
4. What economic benefit will be gained by the Town of Springerville?
Out of town vendors and attendees will utilize motels and restaurants while here.
5. What other efforts have been utilized to raise funds for this event?
Donations from local businesses, organizations, and entities
6. Estimated number of people attending per day? 150-200
7. Special Requirements (Liquor, Security, Set-up, etc)?
Arrangements are made through the High School for set-up
8. Insurance Requirements? ___ None Other
If other, please explain
We furnish required insurance
9. Will any monies be raised concessions, advertising, dances, meals, etc? ___ Yes No
If yes, please describe and list estimated revenues.
Vendors - \$500+
Attendees - \$2,000
10. If this is an existing event please provide a history of the event including attendance, financial, any other pertinent information.
The figures in item 9 are typical of prior years.
11. What will the profits from the event be used for (scholarships, event promotions, etc.)?
RV High School Scholarships

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Tim Rasmussen, Town Manager
DATE: May 3, 2024
SUBJECT: ConnectGen LAVA RUN WIND AND SOLAR PROJECT

SUGGESTED MOTION:

I move we direct Staff to draft and send a letter supporting the proposed Lava Run Wind and Solar Project to the Apache County Planning and Zoning Chairman.

OR

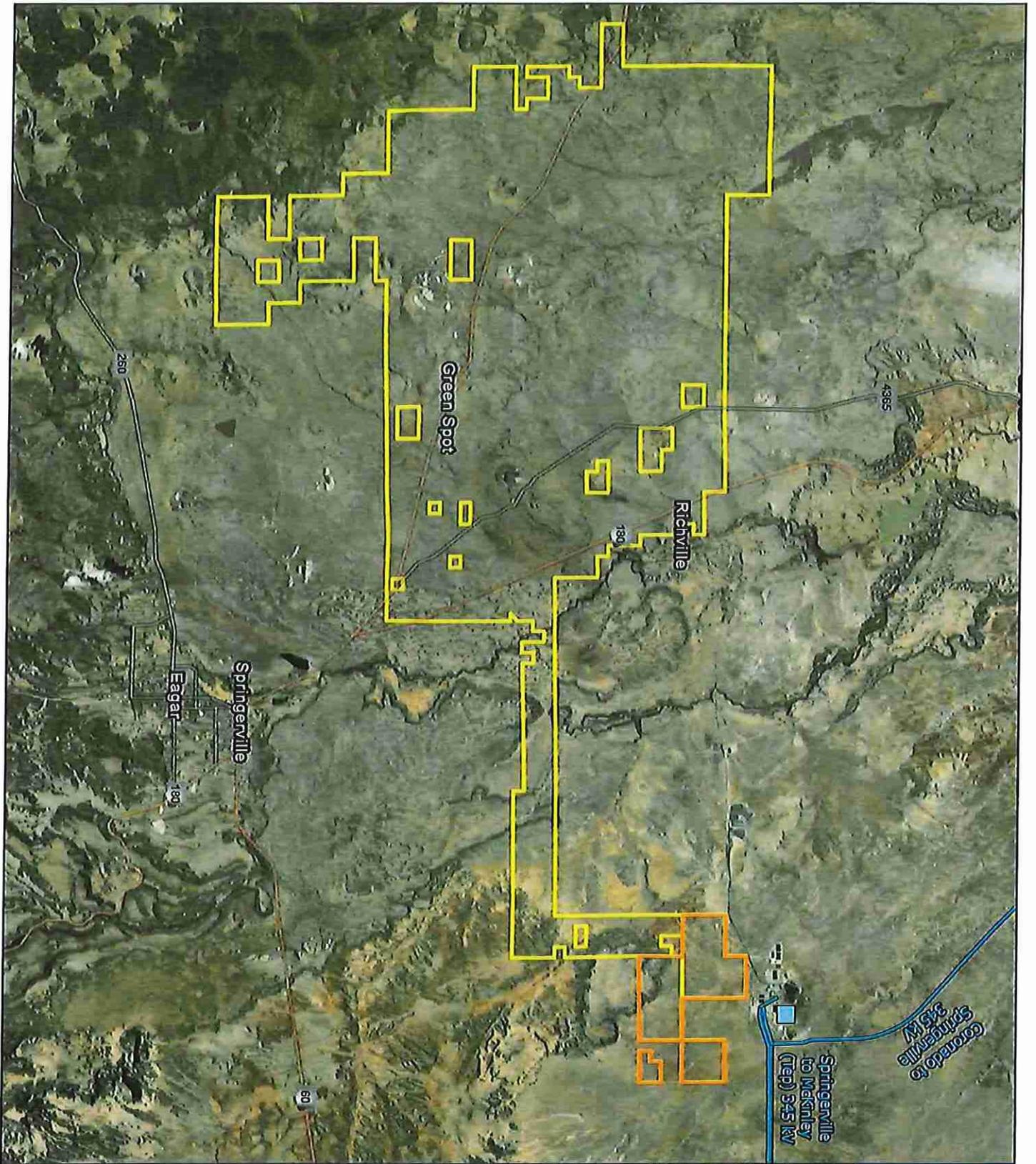
I move we direct Staff to draft and send a letter NOT SUPPORTING the proposed Lava Run Wind and Solar Project to the Apache County Planning and Zoning Chairman.

STAFF REPORT

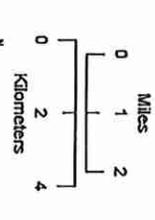
ConnectGen has presented their proposed Lava Run Wind and Solar Project to Springerville Town Council and held a couple of Community Forms to talk about their proposed project.

There was a community meeting on Saturday 4-27-2024 at the RV Library. In a discussion with the Apache County Planning and Zoning Chairman, he discussed that a Conditional Use Permit will be coming before the Apache County Planning and Zoning.

I am asking you if you would like the Town to draft a letter of support or non-support for the Lava Run Wind and Solar Project.



**Lava Run
Wind/Solar
Overview**
Apache County, AZ



PCS: NAD 1983 StatePlane
Arizona East FIPS 0201 Feet

- Springerville Generation Station
- Transmission Line
- Solar Boundary
- Wind Boundary

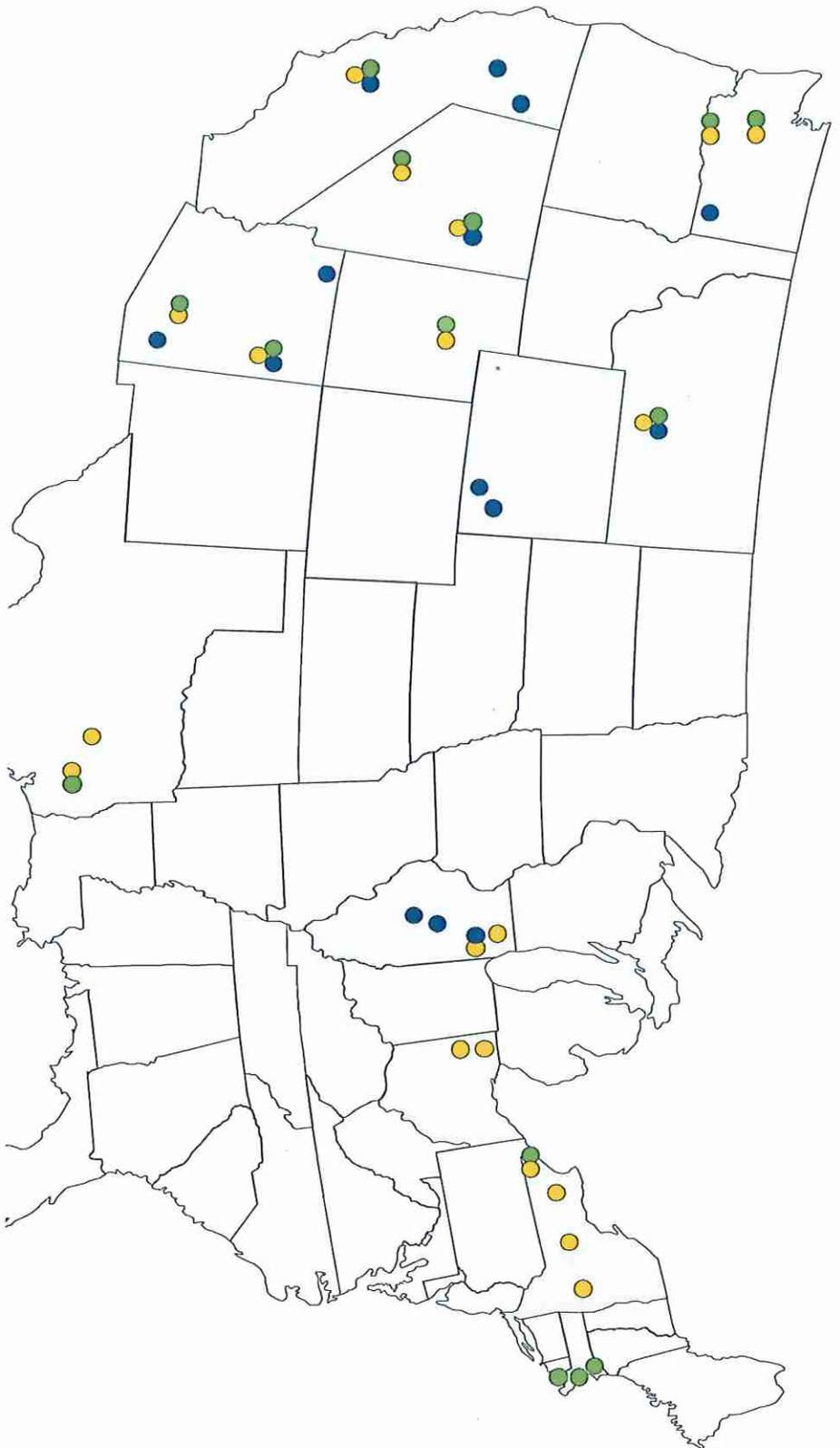


NOTE: This is not a legal survey instrument. All measurements and boundaries depicted are approximations and not final surveys and title research.

LAVA RUN WIND & SOLAR PROJECTS



About ConnectGen



ConnectGen
company
energy storage
with over
development
Our expertise
transmission
design/re

BLUEWAVE

CLEAN 1

Project Locations

Wind Project sited adjacent to Highway 60 between Show Low and Springerville:

- 5 miles northwest of Springerville
- 6 miles northwest of Eager
- 15 miles south of St. Johns
- 23 miles west of Springerville Generating Station
- 28 miles east of Show Low

Solar Project sited immediately adjacent to the Springerville Generating Station:

- 17 miles northwest of Chinle



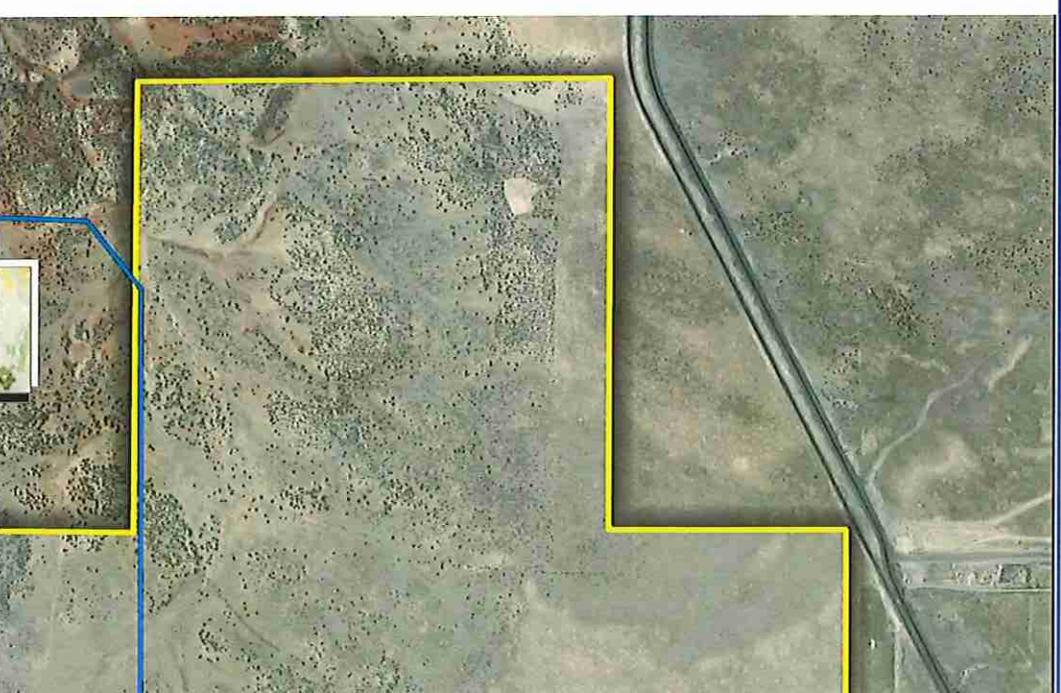
Lava Run Wind

- 500 MW of wind generation across two project phases, enough to power 90,000 Arizona homes annually
- 2027 Planned Commercial Operations Date
- Sited entirely on Arizona State Lands
- Interconnecting to the grid via a 25-mile gen-tie line to TEP's 345 kV Springerville substation
- Over 100 cumulative months of wind data collected from 5 temporary met towers and a single LIDAR
- Over 2 years of wildlife surveys completed, including avian use, bat acoustic surveys, and

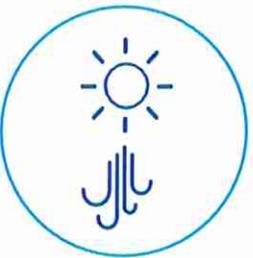


Lava Run Solar

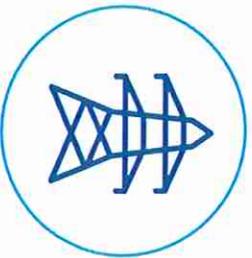
- 450 MW of solar generation plus energy storage across two project phases, enough to power over 100,000 Arizona homes annually
- 2027 Planned Commercial Operations Date
- Sited on Arizona State Land, with additional private lease discussions underway
- Co-located to TEP's 345 kV Springerville substation
- One full year of on-site solar resource measurement
- Over 2 years of wildlife studies along with aquatic resource evaluations, rare and native



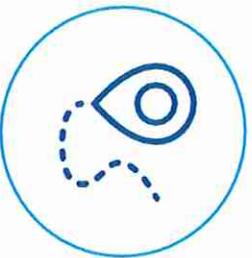
Why Apache County?



**ROBUST WIND & SOLAR
RESOURCES**



**EXISTING TRANSMISSION
INFRASTRUCTURE**



COMPATIBLE LAND USE



Local Project Benefits

LAVA RUN WIND

Lava Run Wind Project represents an approximately **\$1 billion capital investment**

Approximately **\$30.9 million in property tax** revenues over first 35 years to fund schools and other critical infrastructure and services within Apache County

Initial infusion of approximately **\$373,000 in sales tax** revenues on construction materials collected by Apache County

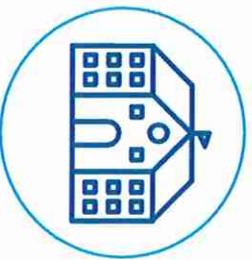
LAVA R

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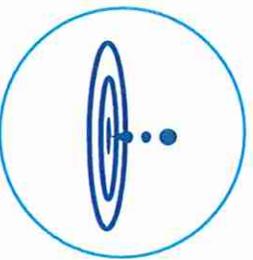
Approx
revenu
schools
and ser

Initial in
in sales
material

Local Project Benefits



Increasing local business activity among hotels, motels, restaurants, grocery stores, gas stations, and more



Enhancing local economic impact by sourcing Arizona-based equipment, materials, and labor when feasible during development, construction, and operations

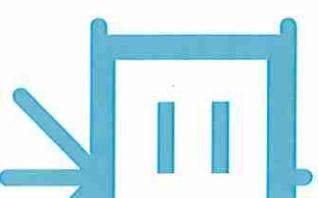
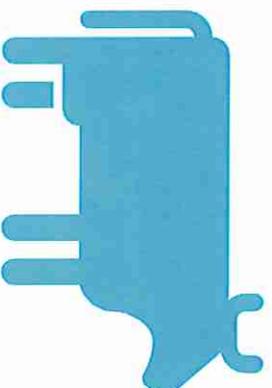


Developing **long-term partnerships** with local organizations schools and



Community Engagement

ConnectGen has been engaging with local stakeholders and is committed to robust community engagement.



Looking Ahead



1H 2024: Continue **community outreach, education, and engagement** including hosting project open houses in the local communities



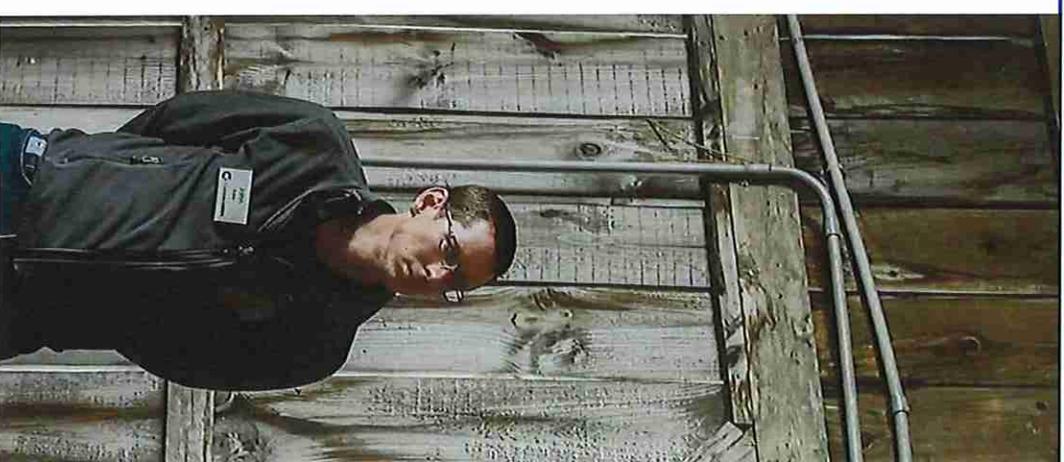
2H 2024: Move forward with County & State **permit approval processes**



2025: Finalize **engineering design, equipment procurement, and execution** of contract with general contractor



2026: Start of **construction**



Conclusion



\$2 BILLION INVESTMENT IN APACHE COUNTY



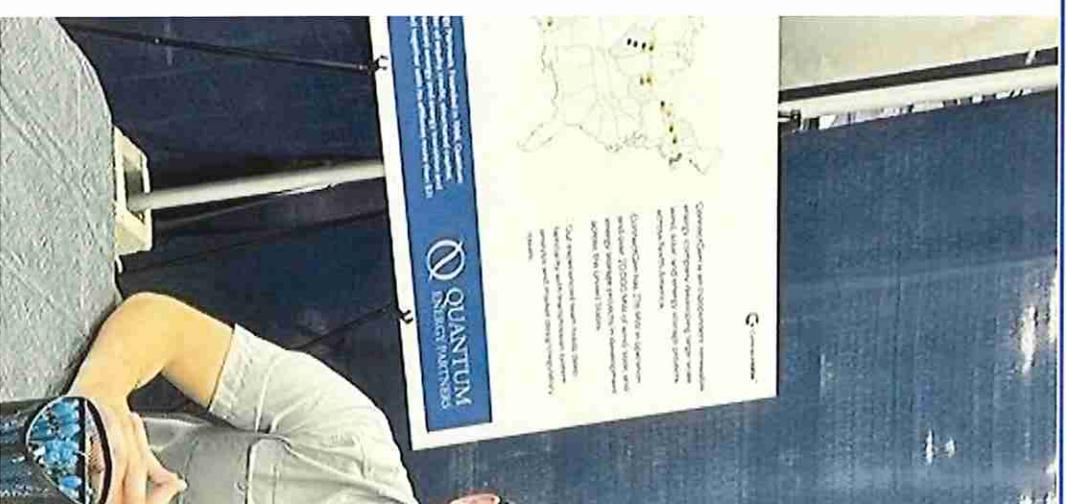
LOCAL & WELL-PAYING EMPLOYMENT OPPORTUNITIES



NEAR-TERM DIRECT COMMUNITY BENEFITS



LONG-TERM TAX REVENUES



Appendices

Wind Turbine Technicians

Skills

- Teamwork
- Problem-solving skills
- Communication
- Detail-oriented
- Understanding of electrical, mechanical, and hydraulic systems
- Ability to climb ladder systems to the top of the turbine and lift heavy objects
- Ability to work outside, at heights, and in confined spaces

Example Maintenance Activities

- Install, inspect, repair, and replace generators, drivetrain

Requirements

- No post-secondary education
- Profession workplace training for electrical, mechanical, and hydraulic systems
- Employer-sponsored training for climbing and working at heights



Solar Site Technicians

Skills

- Problem-solving skills
- Communication
- Detail-oriented
- Understanding of electrical systems
- Ability to use hand and power tools
- Ability to work outside and lift heavy objects

Example Maintenance Activities

- Troubleshoot and diagnose issues with solar panels, inverters, and other equipment
- Repair or replace low-voltage equipment

Requirements

- No post-secondary education
- No prior training
- On-the-job training



Tim Rasmussen

From: Tim Rasmussen
Sent: Wednesday, June 14, 2023 9:51 AM
To: Shelly Reidhead; richarddavisbackhoe@yahoo.com; Doug Henderson; D Scott; Florencio Lozoya
Subject: ConnectGEN
Attachments: 20230613131216772.pdf

Mayor and Council,

Yesterday I had a meeting with ConnectGEN. Henry Woltag Director of Development and Trini Kechkian Associate Development wanted to discuss a project that they are working on. Please see attached documents to help understand the location.

Long story short they are finalizing a wind and solar field. It is in line with the 2027 closing of Springerville Generating Station as they will be supplying power to the transmission lines at TEP.

SUMMARY

20 Miles west of TEP.

Wind field to generate 500 Mega Wats.

Solar field to generate 450 Mega Wats.

2 Billion for infostructure.

Up to 200 employees for construction for 2 to 3 years.

30 full time employees for operations with an average salary of \$120,000.

Projected construction to happen in 2026 through 2027.

Wind and Solar to be on State Land. ConnectGEN has a commitment of an agreement of proceed with the Commissioner of State Land.

ConnectGEN is working on a website for this project.

ConnectGEN will be a tax based company where SRP and TEP is considered to be "self-assessed" meaning that they are able to set the value of their taxes paid to the state and county.

I asked them to do a presentation to the Council, they agreed to do that in the fall.

Projected commitment of operations is 35 years.

Thank you,

Tim

-----Original Message-----

From: public@springervilleaz.gov <public@springervilleaz.gov>

Sent: Tuesday, June 13, 2023 1:12 PM

To: Tim Rasmussen <trasmussen@springervilleaz.gov>

Subject: Message from "RNP5838791F1D07"

This E-mail was sent from "RNP5838791F1D07" (IM C4500).

Scan Date: 06.13.2023 13:12:16 (-0700)

Queries to: public@springervilleaz.gov

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Tim Rasmussen, Town Manager
DATE: May 3, 2024
SUBJECT: 225 East Main Street

SUGGESTED MOTION or STAFF DIRECTION:

STAFF REPORT

A year ago, the Council gave Staff direction to convert 225 East Main Street into the RVPD. \$100,000 was budgeted to plan, hire an architect, and an engineer to develop plans to convert the "old FD" into the new RVPD.

Per the future Engineers Cost Estimate, \$1,000,000 was then to be budgeted to convert the building into the RVPD.

In this next fiscal's proposed budget, you will see \$5 million budgeted for the possible settlement between WMF and TOS. This is budgeted for the worst-case scenario. Also, you will see \$1.3 million in the tentative budget to pay off PSPRS "Unfunded Liability" to eliminate the interest the Town must pay over and beyond the principal.

Chief Merrill and I agree that the existing RVPD is large enough to house a full staff. At this time due to the tentative budget, we would like to make the recommendation to hold off converting the building for RVPD at 225 West Main Street until the case is over with WMF to truly understand where we will be fiscally.

In addition, RVPD wants to apply and chase a Grant to build or help pay for the costs of a possible new building.

I would also like to remind the Council that the building and property was purchased for \$350,000 and is paid off and a true asset to the Town.

I was also approached by Mr. and Mrs. Harding (Quark Industries) last week to inquire about the vacant building of 1.5 years and the Towns intentions. We met and toured the building, and I asked them to write a

letter of interest if they were interested in leasing the building and their intentions for it. They provided me with a letter included in this memo.

I also included a former plan and estimated costs from a former plan years ago for you to see them many discussions that have transpired throughout the years.



May 1, 2024

Mr. Tim Rasmussen, Town Manager
Town of Springerville Arizona
418 E. Main Street
Springerville, AZ 85938
USA

T: (928) 333-2656 ext. 226
Email: trasmussen@springervilleaz.gov

Dear Mr. Rasmussen,

Pursuant to our discussions of 29 April, 2024 where Ginger and I expressed interest in leasing the old fire house building at 225 E. Main Street, Springerville, I wanted to provide some additional insight into our conceptual business plans. A short term lease of the old fire department building on Main Street in Springerville would be a tempting option for implementing our vision.

Ginger and I are interested in opening up a retail art gallery dedicated to featuring regional western and native American art, nationally recognized artists, along with a small collection of historic offerings mainly in the form of wood carving prints. The lions' share of the artwork offered would be artist signed limited edition prints and gallery wrapped giclée's with a limited inventory of original paintings and estate authorized sculptures. The intent would be for the business to maintain a select inventory of finer art work that would be rotated on a routine basis to ensure that a broad spectrum of artists is represented. To enhance the art gallery experience, the plan would be to host a featured artist presentation at the gallery on a weekly basis during the tourist season and on a monthly basis in the "off-season" open to potential customers and the public.

In addition to the art gallery, our plans are to also provide full-capability custom framing services on the premises. This segment of the business would offer a wide range of specialized picture framing, matting, and glass presentation options for our customers' special or sentimental art.

Ginger and I are seeking a "main street" brick-and-mortar presence to augment any additional on-line activity. In an effort to test the efficacy of the business plan, a short-term property lease option of two-to-three years would be ideal to prove the business



model. We believe that this modest business would generate approximately four (4) FTE positions at its peak with annual top-line revenues in the range of \$250,000 - \$500,000 per year. We have observed that the old fire station has been vacant for nearly two years and a short-term lease of this building might provide just the opportunity to test the business plan as well as offer a temporary solution for occupancy while the town evaluates the ultimate and permanent use of the property.

Please let us know if this proposal is something that the Town of Springerville would be interested in discussing further. Ginger and I both feel that in a main street town like Springerville, it leaves a much greater impression of economic vitality and success to visitors when all of the storefronts are occupied. If the Town of Springerville has an interest, then I would like to schedule a series of meetings to negotiate the price and terms of any lease as we are extremely flexible with regard to how much of the property might be available if unused by the town.

I look forward to your response. Thank you for your time and consideration.

Sincerely,

Allen Harding, Principal
Quark Industries, LLC



Springerville Public Safety Building

SCHEMATIC DESIGN REPORT

BWS PROJECT NO. 1929.000

DECEMBER 20, 2019

bws ARCHITECTS

261 N. COURT AVENUE
TUCSON, ARIZONA 85701
520.795.2705 | BWSARCHITECTS.COM



December 20, 2019

Town of Springerville
418 E Main Street
Springerville, AZ 85548

ATTN: Joseph Jarvis, Town Manager

RE: Schematic Design
Springerville Public Safety Building

Dear Mr. Jarvis,

BWS Architects is delighted to provide the Schematic Design Report for the renovation of the existing structures located at 225 E. Main Street into a new Public Safety Building.

The Town of Springerville acquired the buildings and associated site at 225 E. Main Street with the intention of renovating the facilities. The project will provide appropriate space and facility support for the Town of Springerville Fire Department and some limited uses for the Police Department. The Town has completed an appraisal, Phase I and 2 Environment Assessments and a building inspection.

During the schematic design phase BWS Architects worked with you and the Planning Committee to establish project Goals. We confirmed the space Needs program and completed building system assessments to confirm Facts regarding the site and building in order to develop strategies to provide functional improvements and meet current building safety codes. We developed concept options that were evaluated by the Committee. Based on input and direction from the Town of Springerville Option B with comments was the recommended plan. With this report we are providing plans for the building improvements, including drawings, building systems narratives and an estimate of probable construction cost.

The Estimate of Probable Cost (See Tab 5) for the Preferred Plan as indicated in Tab 4 is about \$2.2 million. The estimated cost to provide a new building of the same size on a similar site is slightly over \$3 million. As previously indicated, this reflects construction cost only. We recommend an additional 20-30% for project costs such as architectural and engineering fees, permit and utility connections, fixtures, furniture and equipment and owner's contingency.

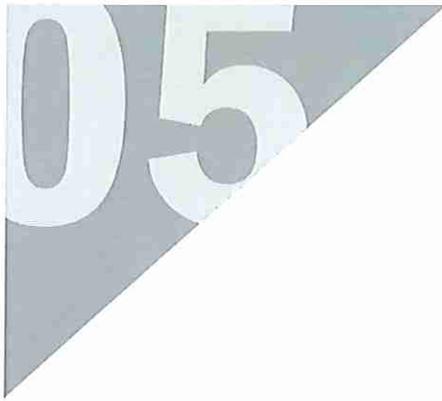
BURNS WALD-HOPKINS SHAMBACH ARCHITECTS

261 North Court Avenue

Tucson, Arizona 85701

Tel: 520.795.2705 Fax: 520.795.6171

WWW.BWSARCHITECTS.COM



SPRINGVILLE
PUBLIC SAFETY BUILDING

ESTIMATE

Renovation of Existing Building	\$ 2,220,344.23
New Building on same site (demolish existing)	\$ 3,161,783.15

The following costs are not included in the numbers presented:

- A/E Professional fees
- F,F & E costs
- Administrative Costs
- Building permits, utility fees
- Quality control testing and special inspections during construction.

These costs should be carried in a separate Owner budget.

The following assumptions have been made:

- Work carried out during regular working hours
- All costs are current
- Two years inflation included
- Design contingency included due to conceptual nature of work

The estimate is an opinion of probable costs and is based on the assumption that a minimum of 3 competitive bids from General Contractors, with similar coverage from subcontractors, will be received.

The estimate represents the best judgement as professional construction consultants, based on very conceptual documents.

We cannot guarantee that proposals, bids or actual construction costs for this construction product will not vary from this estimate.

RENOVATIONS OF EXISTING BUILDINGS

Gross Enclosed Building	8777
Accessory Building (northeast)	2625
Covered Parking (west)	1244
	12646

	ELEMENT OF WORK	UNIT	UNIT COST	QUANTITY	SUBTOTAL
A. SUBSTRUCTURE					
Demolition					
Interior selective demo	partitions, finishes, utilities	sf	\$ 5.00	5385	\$ 26,925.00
Floor slab at work bays	concrete on grade	sf	\$ 3.50	3056	\$ 10,696.00
Windows					
Aluminum	remove	sf	\$ 2.00	1130	\$ 2,260.00
Steel casement	remove	ea	\$ 120.00	10	\$ 1,200.00
Remove roofing	built-up roof	sf	\$ 1.62	13025	\$ 21,100.50
Exterior doors	remove	ea	\$ 60.00	5	\$ 300.00
B. SHELL					
Superstructure					\$ -
Roof construction	new sheathing over existing	sf roof	\$ 2.20	13025	\$ 28,655.00
New built-up roofing	4-ply built up	sf	\$ 6.50	13025	\$ 84,662.50
Joist reinforcement at one bay		sf	\$ 5.00	450	\$ 2,250.00
Miscellaneous struct upgrades		ls	\$ 20,000.00	1	\$ 20,000.00
Floor slab at work bays	6" concrete w/#3 rebar 24" o.c.	sf	\$ 8.50	3056	\$ 25,976.00
Infill pit at accessory building	Gravel fill with 6" concrete slab gravel	cy	\$ 12.50	125	\$ 1,562.50
	6" concrete as above	sf	\$ 8.50	450	\$ 3,825.00
Exterior Enclosure					
Exterior Walls	Infill at one opening	sf	\$ 25.00	110	\$ 2,750.00
Masonry shear wall		sf	\$ 25.00	150	\$ 3,750.00
Exterior Windows	fiberglass windows	sf window	\$ 55.00	1453	\$ 79,915.00
Exterior Doors	Aluminum single	ea	\$ 2,500.00	3	\$ 7,500.00
	Aluminum pair	ea	\$ 3,500.00	1	\$ 3,500.00
	Hollow metal	ea	\$ 1,250.00	4	\$ 5,000.00
	Overhead rolling	ea	\$ 3,400.00	1	\$ 3,400.00
Joint sealers		ls	\$ 2,500.00	1	\$ 2,500.00
C. INTERIORS					
Interior fitup	partitions, doors, finishes	sf	\$ 45.00	5935	\$ 267,075.00
D. SERVICES					
Elevator					\$ -
E. HVAC/Plumb/FS					
HVAC and ductwork, controls	roof top package - main bldg	sf bldg	\$ 22.00	5527	\$ 121,594.00
	exhaust at vehicle parking NE	sf bldg	\$ 5.00	2025	\$ 10,125.00
	evap cooling at truck bays	sf bldg	\$ 15.00	3250	\$ 48,750.00
	split at exercise room	ls	\$ 3,500.00	1	\$ 3,500.00
Fire sprinkler system	Piping and distribution	sf bldg	\$ 3.75	12646	\$ 47,422.50
Fire riser system		ea	\$ 15,000.00	1	\$ 15,000.00
Plumbing	Fixtures	ea	\$ 2,500.00	20	\$ 50,000.00
Replace underground piping		ls	\$ 25,000.00	1	\$ 25,000.00
Kitchen exhaust hood	Hood, fire system, fan - 10'	ea	\$ 4,375.00	1	\$ 4,375.00

F. Electrical					\$ -
	Ltg, pwr, switches, devices	sf floor	\$ 18.00	10930	\$ 196,740.00
	Teledata, AV, security backbone	sf	\$ 5.00	10930	\$ 54,650.00
	Fire Alarm	sf floor	\$ 3.00	10930	\$ 32,790.00
	Future generator feeds	ls	\$ 15,000.00	1	\$ 15,000.00
	Utility upgrades	ls	\$ 20,000.00	1	\$ 20,000.00
G. EQUIP, FURNISHING					\$ -
H. BLDG SITEWORK					\$ -
	Restripe parking spaces	ea	\$ 35.00	50	\$ 1,750.00
	parking bumpers	ea	\$ 50.00	50	\$ 2,500.00
	signage	ls	\$ 1,000.00	1	\$ 1,000.00
SUBTOTAL					\$ 1,254,999.00
	Design Contingency @ 30%				\$ 376,499.70
	GC General Conditions @ 15%				\$ 188,249.85
	GC Overhead and Profit @ 8%				\$ 100,399.92
	Construction Tax @ 5.92%				\$ 74,295.94
	Bonds and Insurance @ 3%				\$ 37,649.97
	Location factor @ 5%				\$ 62,749.95
	Escalation - 2 years @ 5%/year				\$ 125,499.90
TOTAL					\$ 2,220,344.23
SF Cost					\$ 175.58

NEW CONSTRUCTION

New - sf 10930
 Perimeter - lf 416

ELEMENT OF WORK		UNIT	UNIT COST	QUANTITY	SUBTOTAL
A. SUBSTRUCTURE					
Demolition	demolish existing structures	sf	\$ 6.25	12646	\$ 79,037.50
Remove existing conc/asph paving		sy	\$ 12.25	3142	\$ 38,489.50
Stnd Foundations	Strip and Spread Footings	sf ground	\$ 1.42	10930	\$ 15,520.60
Slab on grade	6" reinf. Slab w/ABC and vapor	sf slab	\$ 10.00	10930	\$ 109,300.00
Site prep	Excav for slab, foundations	sf ground	\$ 0.50	10930	\$ 5,465.00
B. SHELL					
Superstructure					\$ -
Roof construction	Steel joists, deck	sf roof	\$ 10.18	10655	\$ 108,467.90
Steel columns		sf	\$ 2.50	10930	\$ 27,325.00
Steel parking canopy		sf	\$ 30.00	1244	\$ 37,320.00
Exterior Enclosure					\$ -
Exterior Walls	Concrete masonry - colored	sf	\$ 18.50	5646	\$ 104,451.00
Exterior Windows	storefront	sf window	\$ 45.00	1650	\$ 74,250.00
Exterior doors	Aluminum	ea	\$ 45.00	800	\$ 36,000.00
	Steel	ea	\$ 1,250.00	5	\$ 6,250.00
	Overhead rolling - manual	ea	\$ 3,500.00	3	\$ 10,500.00
	electric	ea	\$ 2,500.00	4	\$ 10,000.00
Roofing	PVC over 4" rigid (R-25 continuous)	sf	\$ 10.50	10655	\$ 111,877.50
Flashing	SBS on plywood	lf wall	\$ 14.00	416	\$ 5,824.00
Parapet cap	aluminum factory finish	lf wall	\$ 35.00	416	\$ 14,560.00
C. INTERIORS					
Interior fitup	Finishes, doors, partitions	sf	\$ 45.00	6024	\$ 271,080.00
D. SERVICES					
Elevator					\$ -
E. HVAC/Plumb/FS					
HVAC	rooftop package typical	sf	\$ 22.00	10930	\$ 240,460.00
Plumbing	fixture	sf	\$ 2,500.00	25	\$ 62,500.00
Underground piping		ls	\$ 25,000.00	1	\$ 25,000.00
Fire sprinkler	piping and distribution	sf	\$ 3.50	10930	\$ 38,255.00
Fire riser system		ls	\$ 15,000.00	1	\$ 15,000.00
F. Electrical					
	Ltg, pwr, switches, devices	sf floor	\$ 18.00	10930	\$ 196,740.00
	Teledata, AV, security backbone	sf	\$ 5.00	10930	\$ 54,650.00
	Fire Alarm	sf floor	\$ 3.00	10930	\$ 32,790.00
	Future generator feeds	ls	\$ 15,000.00	1	\$ 15,000.00
	Utility upgrades	ls	\$ 20,000.00	1	\$ 20,000.00
G. EQUIP, FURNISHING					
					\$ -

H. BLDG SITEWORK					\$	-
Asphalt Paving		sy ground	\$ 25.00	1750	\$	43,750.00
Concrete truck access		sf gnd	\$ 8.70	9000	\$	78,300.00
Striping, signs		ls	\$ 3,500.00	1	\$	3,500.00
Rolling gates, controls		ea	\$ 5,500.00	2	\$	11,000.00
Security fence, walls	Combination chain link, masonry	lf	\$ 65.00	850	\$	55,250.00
SUBTOTAL					\$	1,840,386.00
	Design Contingency @ 25%				\$	460,096.50
	GC General Conditions @ 15%				\$	276,057.90
	GC Overhead and Profit @ 8%				\$	147,230.88
	Construction Tax @ 5.8%				\$	106,742.39
	Bonds and Insurance @ 3%				\$	55,211.58
	Location factor @ 5%				\$	92,019.30
	Escalation - 2 years @ 5%/year				\$	184,038.60
TOTAL					\$	3,161,783.15
SF Cost					\$	289.28

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Dayson Merrill, Chief of Police
DATE: May 6, 2024
SUBJECT: Approval for submitting the Gila River Indian Community Grant Application for the purchase of new patrol vehicles.

SUGGESTED MOTION:

I move we approve to submit the Gila River Indian Community grant application for the purchase of new patrol vehicles.

OR

I move we DO NOT approve to submit the Gila River Indian Community grant application for the purchase of new patrol vehicles.

STAFF REPORT

If approved by Gila River, this grant will permit us to purchase seven new fully marked and equipped patrol vehicles with a total cost of \$507,257.59. This grant does not require any matching funds by the Town of Springerville or Eagar.

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Tim Rasmussen, Town Manager
DATE: March 27, 2024
SUBJECT: Employee Manual Changes

SUGGESTED MOTION:

I move we adopt the Town of Springerville Employee Manual dated 5-15-2024.

OR

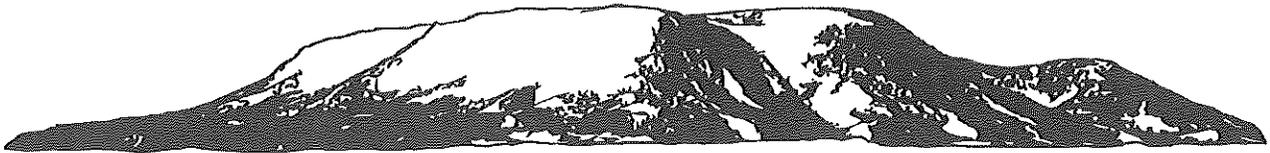
I move we DO NOT adopt the Town of Springerville Employee Manual dated 5-15-2024.

STAFF REPORT

Last month the Council approved an amended copy of the Employee Handbook dated 4-17-2024. It was brought to our attention that Section 16/#5 did not follow the guidelines of the Affordable Care Act. We reached out to Jim Griffith (MWSW Law) who confirmed and helped us with the change.

The Affordable Care Act (ACA) requires employers to offer health insurance to employees working at least 30 hours per week (or 130 hours per month) to avoid paying penalties. See Identifying Full-time Employees.

Gateway to the White Mountains



Town of
SPRINGERVILLE
Arizona

Town of Springerville
Employee Manual

ADOPTED
May 15, 2024

Welcome

Welcome to the Town of Springerville ("Town")! We are delighted to have chosen you to join our team of dedicated professionals and hope you will enjoy a long and successful career with the Town. We take pride in our employees and the products and services we provide. We consider ourselves a hometown city where you want to live, work, and play.

Please read this employee handbook ("Handbook") carefully immediately upon your hire and use it as a guiding reference tool throughout your career with the Town. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this Handbook, which sets out the basic rules and guidelines concerning your employment.

This Handbook supersedes any previously issued handbooks, policy statements, memorandum, ordinances, resolutions, or other statements of the Town or any of its departments or divisions regarding the subject matter addressed herein. The Town reserves the right to interpret, modify, delete, or supplement the provisions of this Handbook at any time for any reason. The Town will endeavor to communicate changes to the Handbook promptly. It is your responsibility as a Town employee to be aware of, and remain upraised of, the Town's policies and procedures, including those found in this Handbook and any supplement to it.

To establish a uniform application of the policies in this Handbook, the Town Manager may publish memoranda, directives, or other written material that will serve as the official communication for implementing the regulations.

This Handbook was not created to address every situation that may arise in the workplace. If you have questions about your employment, you are encouraged to ask them. If you need help reading or understanding any of the provisions of this handbook, feel free to contact Human Resources.

We wish you success in your employment here with the Town of Springerville

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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 forty (40) hours per week. 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 nine (39) hours per week,.
- 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, 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. Holiday hours count towards hours worked for purposes of overtime calculations. 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 before the overtime hours are worked 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.

If an employee's job requires a commercial driver's license, the employee's employment will be subject to and contingent on compliance with applicable laws and regulations affecting commercial driver's license holders, including applicable drug- and alcohol-testing requirements.

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

Town employees are prohibited from engaging in 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

Town employees at all levels are prohibited from involvement in 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 (for example, 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, be 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 trial 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 trial 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 expects 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. Internal candidates will get preference to available positions. 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 [coverage under a group health, dental, vision, and life insurance policy to every full-time](#) employee working [at least thirty \(30\) forty \(40\)](#) 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 employee's paycheck and is subject to all applicable taxes. A form to make this request is available from the Town Clerk.

6. CELL PHONE STIPEND:

Employees who are eligible for a phone stipend will receive the stipend biweekly included in their paycheck. Employees receiving a stipend are solely responsible for acquiring and maintaining their own cell phone and cell service. Monthly stipends will be in the amount of \$40. In the alternative, employees may be issued a Town Cell Phone.

Eligibility

The following employment positions are eligible to receive a monthly stipend for the business use of a personal cell phone or a Town issued cell phone

- Department directors;
- Public safety employees as authorized by the Chief of the Department;
- All other employees as deemed necessary by the Town Manager.

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.

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.

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 PAYOUT AT DISMISSAL AFTER TRIAL PERIOD

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.

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 Town's 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

This policy governs 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 vehicle 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, TriageNow contacted, 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.

ACKNOWLEDGEMENT AND RECEIPT OF EMPLOYEE MANUAL

I acknowledge that I have received a copy of the Town of Springerville Employee Manual. I understand and agree that it is my responsibility to read, understand and comply with the policies in this Manual. I further understand that a violation of any policies contained herein could result in my immediate termination. I understand that this Manual supersedes and replaces any inconsistent written or verbal statements of Town policy or procedures.

I understand that this Manual may be revised, deleted, and added to from time to time with or without notice. I acknowledge that all such revisions, deletions, and additions to the Manual will be in writing, and changes can only be made if approved in writing by the Town Manager with Town Council approval. I also understand that any delay or failure by the Town to enforce any rule, regulation, or procedure contained in the Manual does not constitute a waiver on behalf of the Town or affect the right of the Town to enforce such rule, regulation, or procedure in the future. I further acknowledge that no oral or written statement or representation by a supervisor, manager, or any other employee can change the provisions of the Manual.

I understand that this Manual does not, and is not intended to, create contractual obligations with respect to any matters and that it does not create a contract guaranteeing that I will be employed for any specific time period with the Town. Employment with the Town is at-will employment, but Town employees are entitled to all rights and responsibilities afforded under this Manual, including but not limited to a pre-dismissal hearing.

I have read and understood the policies contained in this Manual and agree to abide by these policies during my employment. If I have any questions about the content or interpretation of this Manual, I will contact the Town Clerk.

Employee's Name

Employee's Signature

Date Signed

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Tim Rasmussen, Town Manager
DATE: May 3, 2024
SUBJECT: UPAHEAD PROPOSED CONTRACT

SUGGESTED MOTION:

I move we approve the proposal and contract with UpAhead.

OR

I move we **DO NOT** approve the proposal and contract with UpAhead.

STAFF REPORT

Traditionally the Towns only way to communicate to the public is the Towns Website and on Facebook. During water breaks or the need for PSA's citizens will call Town Hall upset that we don't have another method of contacting the citizens who do not use the Website or Facebook.

UpAhead is a messaging service where citizens can sign up to receive texts from the Town. UpAhead places a "widget" on the Towns Website giving the customer the ability to sign up for group/ mass texts from the Town.

The cost is \$199 per month on a two-year contract.



UPAHEAD PROPOSAL

Prepared for: Springerville, Arizona

May 16,

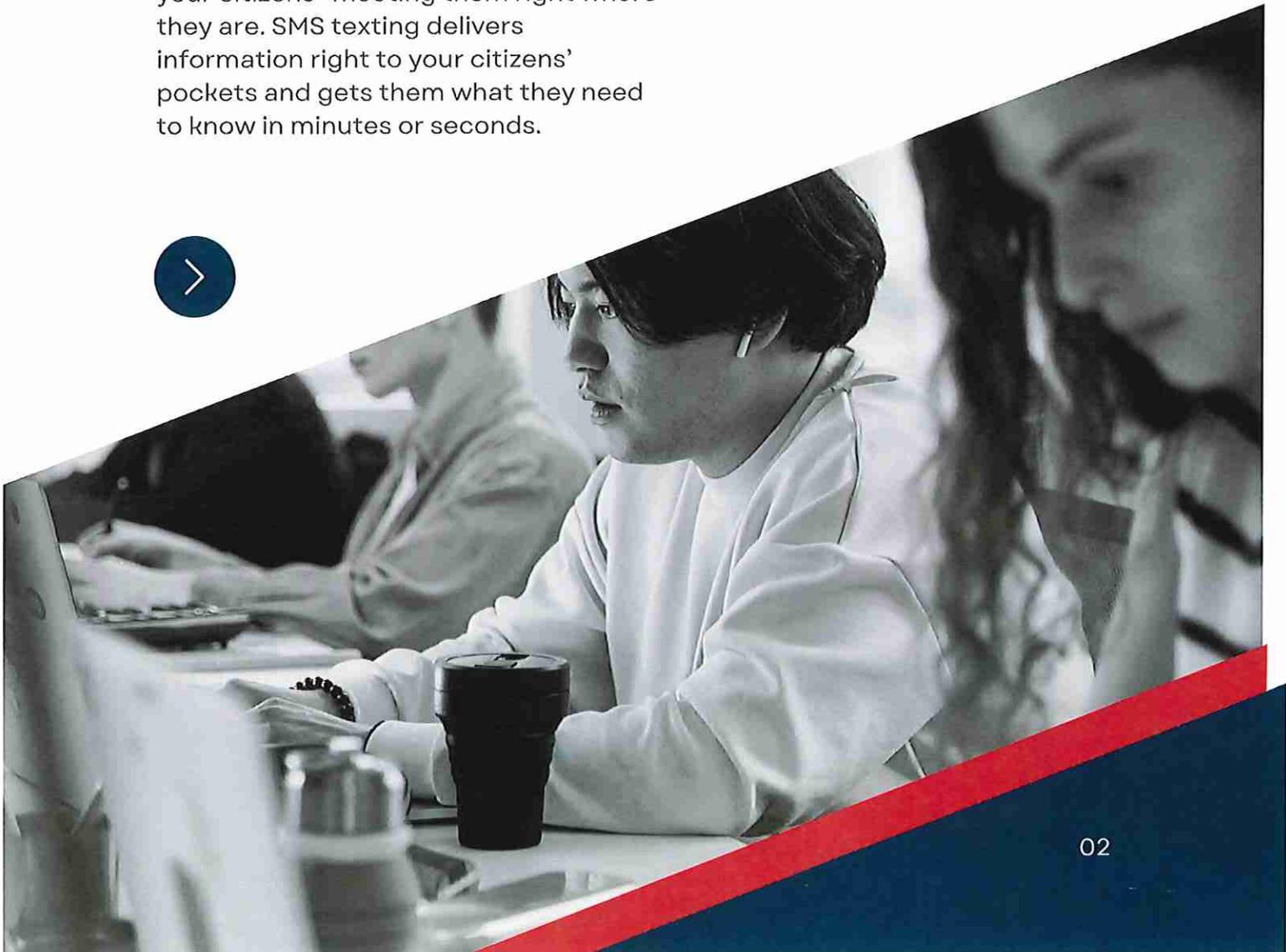
2024

Presented to
Springerville, Arizona

Presented by
Dakota Pierce

Help your government succeed—provide them with **innovative and effective solutions.**

UpAhead helps you communicate with your citizens—meeting them right where they are. SMS texting delivers information right to your citizens' pockets and gets them what they need to know in minutes or seconds.



PROPOSAL

UpAhead allows for citizens to text 24/7 and get common questions answered within seconds. UpAhead provides 24/7 support to build out custom auto-responses to questions.



www.upaheadgov.com

> Alerts

Send SMS text alerts to your citizens in only a few clicks. Use for emergencies, events, weather, etc.

> Groups

Citizens subscribe to groups for SMS alerts by topic. Use for elections, road closures, events, city hall, etc.

> Auto-Responses

Citizens SMS text in questions and get custom auto-responses—questions about events, utilities, roads, etc.

PRICING

Package*	Fee	Time
<ul style="list-style-type: none"> • Local phone number • Unlimited users • 24/7 Support • 25,000 text messages per year • Group alerts and subscriptions • Auto-response text messaging <p>Also included:</p> <ul style="list-style-type: none"> • Website widget • Custom text flow auto-response support • PDF flyer for distribution 	<p>\$400 \$199</p>	<p>Monthly</p>

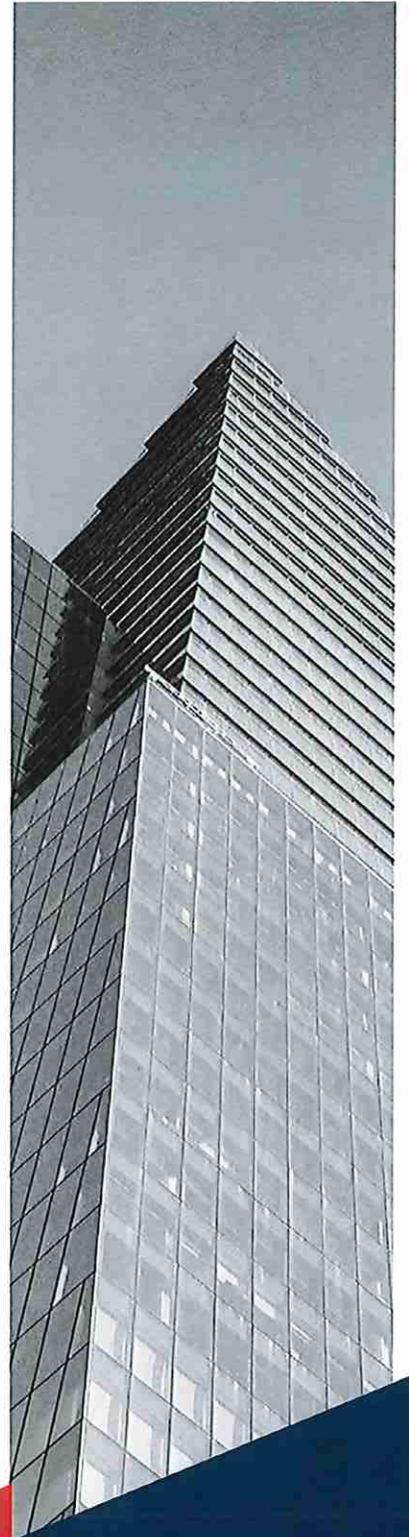
*Two or three-year agreement required. Offer valid until May 16, 2024.





Thank You

www.upaheadgov.com



UpAhead Software Agreement

This agreement ("Agreement") is entered into this _____ day of _____, 2024, between the Town of Springerville, an Arizona municipality, 418 East Main Street, Springerville, Arizona 85938 ("Customer"), and UpAhead, LLC, a Utah limited liability company located at 652 North Fall Creek Drive, Vineyard Utah 84059 ("Provider"). Customer and Provider may each be referred to as a "Party" and may be collectively referred to as the "Parties."

1. Term of Agreement; Termination

1.1 Implementation Date and Initial Term. This Agreement shall commence on _____, 2024 (the "Implementation Date") and continue for a period of two (2) years ("Initial Term"), unless earlier terminated as provided herein. Provider may delay or "push back" the Implementation Date if needed; provided that if Provider delays the Implementation Date more than three months from the date stated above, Customer in its sole discretion may immediately cancel this Agreement without any further obligation or liability under this Agreement and Provider shall refund any amounts previously paid to Provider.

1.2 Automatic Renewal Unless Terminated. Upon expiration of the Initial Term, this Agreement shall automatically renew for an additional one (1) year term ("Renewal Term") unless either Party provides written notice of termination to the other Party at least sixty (60) days prior to the expiration of the then-current term.

1.3 Termination. Prior to expiration of the Initial Term or the Renewal Term, either Party may terminate this Agreement by providing written notice of termination to the other Party at least sixty (60) days prior to the expiration of the Initial Term or the Renewal Term, whichever applies. During the Renewal Term, Customer may terminate this Agreement at any time, without cause, by providing written notice of termination to Provider at least sixty (60) days' notice of termination.

1.4. Termination for Cause. Customer may terminate this Agreement for cause by providing seven (7) days' prior written notice in the event of any default by Provider or if Provider fails to comply with any industry standards and customary practices, terms and conditions, of this Agreement. Unsatisfactory performance, as judged by industry standards and customary practices, and failure to provide Customer, upon request, with adequate assurances of future performance, shall all be causes allowing Customer to terminate this Agreement for cause. In the event of termination for cause, Customer shall not be liable to Provider for any further or additional payments under this Agreement, and Provider shall be liable to Customer for any and all damages sustained by reason of the default which gave rise to the termination.

2. Scope of Services

2.1 Services. Provider agrees to provide the following services ("Services") to Customer:

- Local Phone Number
- Provision of 25,000 text messages per year
- Text message auto-responses (responses are included in text-message count per year)
- Group Text Messaging
- Design and provision of a PDF flier
- Implementation of a QR code to SMS service
- Website widget
- Auto-responses (to be implemented within three months of the implementation date, otherwise, the Customer shall receive extended free time of contract for the duration of the extension)

2.2 Additional Services. Any additional services beyond the scope outlined in this Agreement may be provided by Provider if agreed to in writing by both Parties, and may be subject to additional fees.

3. Pricing and Payment Terms

3.1 Pricing. The pricing for the Services shall be as follows:

- Year 1: \$ 2,388.00 (\$199.00 per month)
- Year 2: \$ 2,388.00 (\$199.00 per month)

3.2 Price Guarantee. Provider guarantees that the prices for the Services set forth in Paragraph 3.1 will remain unchanged for the Initial Term. During the Renewal Term, Provider may, but is not required to, adjust prices set forth in Paragraph 3.1 annually, provided that no such adjustment exceeds three percent (3%) per year. Provider agrees to provide Customer at least thirty (30) days' written notice before any proposed price adjustment, detailing the new pricing and its effective date. The scope of service and all terms and conditions in this Agreement will remain the same. In exceptional circumstances, the pricing under this Agreement may be revised if the pricing change is reasonable and justifiable and Provider and Customer agree to the pricing change in writing.

3.3 Implementation Fee. An implementation fee of \$0.00 will be charged and must be paid in full before Implementation Date.

3.4 Payments. Customer agrees to pay the price set forth under Paragraph 3.1 on a monthly basis in advance; provided that Customer has the option to pay the price set forth under Paragraph 3.1 yearly in advance. The initial monthly or yearly payment must be paid before the Implementation Date unless otherwise agreed upon by both Parties.

3.5 Invoices. Provider will submit invoices to Customer at least 7 (days) days prior to the due date for payment.

3.6 IRS Form W-9. Customer agrees to provide a current IRS Form W-9 to Provider. Customer agrees and acknowledges that copies of the IRS Form W-9 can be used by and/or provided to Twilio and/or other carriers for local telephone registration purposes.

4. Additional Terms

4.1 Website Widget. If the website widget is not placed on Customer's website within sixty (60) days of the Implementation Date, an additional fee of \$250.00 will be charged for Provider's team to complete the integration.

4.2 Telephone Number, Users, and Support. The package includes a local phone number, unlimited users, and unlimited support during the hours of 6am-5pm MST.

4.3 Text Messages in Excess of 25,000 Per Year. If Customer's text messages exceed the number of included messages set forth in Paragraph 2.1 (25,000), the following charges, applied yearly, will be charged to Customer:

- 25,001 to 49,999 messages per year: \$300.00 per year
- 50,000 to 99,999 messages per year: \$550.00 per year
- 100,000 or more messages per year: \$750.00 per year

4.4 Software/Services Downtime Compensation Clause. Customer shall be entitled to an extension of this Agreement if: (a) Provider's text messaging services are interrupted, disrupted, and/or otherwise make the Services unavailable or unusable to Customer (the "Downtime"); and (b) the Downtime is not caused by a force majeure beyond Provider's control. The extension of this Agreement and Provider's Services will be equal to the duration of the Downtime at no additional charge or cost to Customer.

5. Cancellation Policy

5.1 Cancellation Policy. If Customer cancels this Agreement prior to the expiration of the Initial Term, Customer will provide at least sixty (60) days' notice to Provider and pay the remaining amount due for the Initial Term (2 years).

6. Contacts

6.1 Implementation Contacts. Customer agrees to provide two (2) contacts to Provider as Customer representatives to coordinate work during implementation of the Services. The contact information provided must include name, email, and a cell phone.

6.2 Billing Contact. Customer agrees to provide a contact for Provider's billing purposes, including name, email, and a cell phone.

6.3 Authorized Twilio Contacts. Customer agrees to provide two (2) contacts at Twilio to Provider for purposes of text message authorization and registration.

7. Warranty and Disclaimer

Provider shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform all implementation of the services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Provider or by third-party providers, or because of other causes beyond Provider's reasonable control. Provider shall use reasonable efforts to provide advance notice of any scheduled service disruption in writing or by e-mail. Provider does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES, INCLUDING BUT NOT LIMITED TO IMPLEMENTATION OF THE SERVICES, ARE PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. Indemnification

8.1 Provider's Indemnification. To the fullest extent permitted by law, Provider, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Customer, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Provider relating to work or services under this Agreement, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Provider's and any subcontractor's employees.

8.2 Customer's Indemnification. To the fullest extent permitted by law, Customer, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Provider, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Customer relating to work or services under this Agreement, including but not limited to, any subcontractor or anyone directly or

indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Customer's and any subcontractor's employees.

8.3 Insurance and Indemnification. Any insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

9. Limitation of Liability:

In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits or loss of data. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, PROVIDER AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO PROVIDER FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Restrictions and Responsibilities

Customer will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any software (except to the extent expressly permitted by Provider or authorized within the Services); use the Services or any software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

11. Intellectual Property

11.1 Intellectual Property Rights. All intellectual property rights in the Services, including but not limited to patents, copyrights, trademarks, trade secrets, and any other proprietary rights, shall remain the property of Provider.

11.2 Records and Information Held by Provider. Records of information, including text messages, group count, auto-response flows, and any other data that is not considered private, will be provided to Customer upon request to comply with any Freedom of Information Act request or Arizona public records request served on Customer.

12. Confidentiality; Proprietary Rights

12.1 Confidentiality. Each Party understands that the other Party has disclosed or may disclose business, technical or financial information relating to the other Party's business (hereinafter the disclosing Party's "Proprietary Information"). Proprietary Information of Provider includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Provider to enable the provision of the Services. A Party that received the other Party's Proprietary Information agrees: (i) to take reasonable precautions to protect such Proprietary Information; and (ii) not to use (except in performance of the Services or as otherwise permitted under this Agreement) or divulge to any third person any such Proprietary Information. The Party that disclosed such Proprietary Information agrees that the foregoing shall not apply with respect to any information after five (5) years following the date of disclosure, nor to any information that the Party receiving such information can confirm: (a) was or becomes generally available to the public; or (b) was in its possession of or known by the receiving Party prior to receipt from the other Party; or (c) was rightfully disclosed to the receiving Party without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the disclosing Party; or (e) is required to be disclosed by law.

12.2 Provider's Use of Customer's Information. Notwithstanding anything to the contrary, Provider may collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer's text messages and data derived therefrom), and Provider will be free (during and after the term hereof) to: (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Provider offerings; and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

13. Miscellaneous Provisions

13.1 Conflicts of Interest. Customer may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of Customer's departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from Customer is received by all other parties to the Agreement unless the notice specifies a later time (A.R.S. § 38-511).

13.2 Records and Audit Rights. Provider records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by Customer to substantiate charges and claims related to this Agreement shall be open to inspection and subject to audit and/or reproduction by Customer's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by Provider or any of Provider's payees pursuant to the execution of the Agreement. Customer's authorized representative shall be afforded access, at reasonable times and places, to all of the Provider's records and personnel pursuant to the provisions of this Agreement throughout the term of this Agreement and for a period of three years after last or final payment.

13.3 Taxes: Provider shall be solely responsible for any and all tax obligations which may result out of Provider's performance of this Agreement. Customer shall have no obligation to pay any amounts for taxes, of any type, incurred by the Provider. If Customer is tax-exempt, Customer must provide Provider proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed.

13.4 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

13.5 Non-Assignability. This Agreement is not assignable, transferable or sublicensable by Customer except with Provider's prior written consent. Provider may transfer and assign any of its rights and obligations under this Agreement without consent.

13.6. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications to this Agreement must be in writing and signed by both Parties, except as otherwise provided herein.

13.7 No Joint Venture or Authority to Bind. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Provider in any respect whatsoever.

13.8 Attorney's Fees and Costs. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

13.9 Notices. All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Provider: UpAhead, LLC
Attn: Dakota Pierce
652 N Fall Creek Dr
Vineyard, UT 84059

In the case of Customer: Town of Springerville
Attn: Town Manager
418 E Main Street
Springerville AZ 85938

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

13.10 Governing Law; Jurisdiction; Venue. This Agreement shall be governed and interpreted according to the laws of the State of Arizona. The state and local courts in Apache County, Arizona shall have exclusive jurisdiction to resolve any dispute arising out of or relating to this Agreement. Venue shall be proper in Apache County, Arizona. Each party waives any right to object to or challenge the forum in state or local court.

13.11 Certification Regarding Forced Labor of Ethnic Uyghurs.

Pursuant to A.R.S. § 35-394, a public entity may not enter a contract for services or goods with a for-profit business entity unless the contract includes written certification that the business entity does not use the forced labor, or any goods and services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China. A business entity is exempt from the certification requirement if it is a sole proprietor, has

less than ten (10) employees, or is a non-profit organization. By executing this Agreement, Provider certifies that it does not use the forced labor, or any goods and services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China. If the business entity is exempt from this certification requirement, the business entity shall indicate the applicable exemption by checking the appropriate box as follows:

The Contractor is exempt because it:

- is a sole proprietorship
- has less than ten (10) employees
- is a non-profit organization

13.12 Authority. Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

13.13 Counterparts. This Agreement may be executed on multiple counterparts, each of which will be deemed an original, but taken together, will constitute one written agreement, and this Agreement shall be effective and binding when each Party has executed a counterpart hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

PROVIDER:

UpAhead, LLC,
a Utah limited liability company

By _____

Printed Name

Title

Date

CUSTOMER:

Town of Springerville
an Arizona municipality

By _____

Printed Name

Title

Date