

TOWN COUNCIL REGULAR MEETING

Wednesday, October 16, 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 ratification and approval of the accounts payable register from September 10, 2024 through October 7, 2024.
- b. Consider approval of the September 18, 2024 Regular Council Meeting Minutes.
- c. Consider approval of the October 2, 2024 Special Council Meeting Minutes.

NEW BUSINESS

7. AMR METER INSTALLATION PROCURMENT AWARD:

Discussion and possible action to award the automated meter read meters installation project.

8. SECOND READING: ORDINANCE 2024-002

Discussion and possible second reading of Ordinance 2024-002 regarding Title 6 Animals of the Town of Springerville Town Code.

9. ACTION ON ORDINANCE 2024-002: ANIMALS

Discussion and possible action on Ordinance 2024-002 amending Title 6 Animals in the Town of Springerville Town Code.

10. 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.

Contact: Kelsi Miller, Town Clerk (kmiller@springervilleaz.gov (928) 333-2656 x 224) | Agenda published on 10/09/2024 at 11:29 AM



COMMUNITY SERVICES DEPARTMENT REPORT October, 2024

Included in this report are the Low-Income Assistance program totals for FY24.

These numbers do not include meal counts – these are for assistance services only.

I will be attending the November Council Meeting to share more numbers and information with you from the Round Valley Community Services & Senior Center.

Between July 1, 2023 – June 30, 2024, we provided services for 653 people totaling \$239,733.21

		(Asst)	EAP - Utility	NAVIGATOR (LIHE		l Deposit	Rental
	0	\$3,349.60	4	Alpine	\$2,525.00	3	Eagar
	9	\$9,521.19	10	Concho	\$1,943.00	4	Springerville
	6	\$57,089.56	63	Eagar	\$1,143.00	1	Nutrioso
	6	\$39,397.36	41	Springerville	\$400.00	1	St. Johns
	5	\$502.15	1	Overgaard	\$6,011.00	9	TOTAL
	0	\$3,600.00	2	Nutrioso			
	3	\$25,672.93	26	St. Johns			
	6	\$5,406.46	6	Show Low/ Snowflake		Payment	Rental
	7	\$5,461.37	1	Vernon	\$32,735.96	27	Eagar
	0	\$2,000.00	2	Lakeside/ Jo City	\$11,173.72	9	pringerville
	2	\$152,000.62	156	Total	\$357.00	1	Nutrioso
					\$199.00	1	St. Johns
Assistance	RAP - Rental	ARA		Food Cards	\$1,428.00	1	Show Low
\$2,610.00	Eagar	E	8	Concho	\$45,893.68	39	Total
\$2,250.00	ringerville		96	Eagar			
\$4,860.00	Total		65	Springerville		nce Repair	Applian
			33	St Johns	\$3,567,12	2	Eagar
			6	Nutrioso	\$318.80	1	Vernon
			6	Snowflake	\$3,885.92	3	Total
			1	Show Low			
			3	Vernon		Replacement	Appliance F
s	Total		218	Total	\$8,320.77	7	Eagar
\$239,733.21	lar Amount	Dolla			\$3,358.75	1	Alpine
653	ople Served			Fuel Cards	\$4,500.00	1	Overgaard
			2	Alpine	\$1,408.33	2	St. Johns
			28	Eagar	\$17,587.85	11	Total
			60	Springerville	\$17,507.00		Totat
			28	St. Johns		Deposits	Utility
			8	Concho	\$3,585.00	12	Eagar
			4	Vernon	\$275.00	12	pringerville
			5	Nutrioso	\$500.00	2	Concho
			1	Show Low	\$645.00	2	St. Johns
			136	Total	\$270.00	1	Nutrioso
			150	Totat	\$5,275.00	18	Total
				Bus Passes	\$5,275.00	10	Totat
			29			Doumonto	Littlite D
			29	Eagar	\$1,566.11	Payments	
				Springerville	1.7	2	Eagar
			56	Total	\$1,806.40	3	Springerville
					\$846.63	2	St. Johns
					\$4,219.14	7	Total



SERVICE COUNTS:

September Community Assistance and Senior Services Counts:

Senior & Meal Services		Low Income Assistance Services	
Congregate Meals	369	Food Commodity Box (households)	522
Home Delivered Meals	401	Food Cards	28
Long Term Care Meals	22	Bus Pass	4
Indigent Meals	42	Fuel Cards	33
HEAD START Meals served	1280	Utility Assistance	42
Total Meals Served	2114		
Senior Equipment	4	Electric Deposits/Rental Assistance	14
Transportation Units	132	Appliance Repair/Replace	0
Volunteer Hours	110	Senior Food Boxes	112

Nutrition Education Program

Location	Age Group	Curriculum	# Participants	# Classes
Senior Center	Seniors	Nut Ed/ Food Demo	18	2
RV Elementary	Pre School		22	2
RV Elementary	Kindergarten		84	10
RV Elementary	1 st Grade		85	10
Walk to School	K-4		180	1







In recognition of Mental Health Awareness Month, this edition of the Senior News features mental health resources, tips, and more.



Why is it important to take care of our mental health as we age?

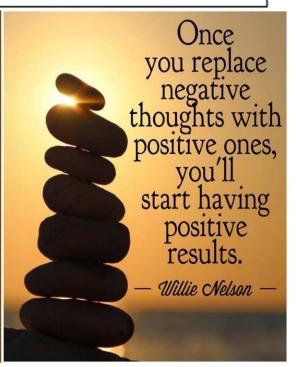
As people age, they may experience certain life changes that impact their mental health, such as coping with a serious illness or losing a loved one. Although many people will adjust to these life changes, some may

experience feelings of grief, social isolation, or loneliness. When these feelings persist, they can lead to mental illnesses, such as depression and anxiety.

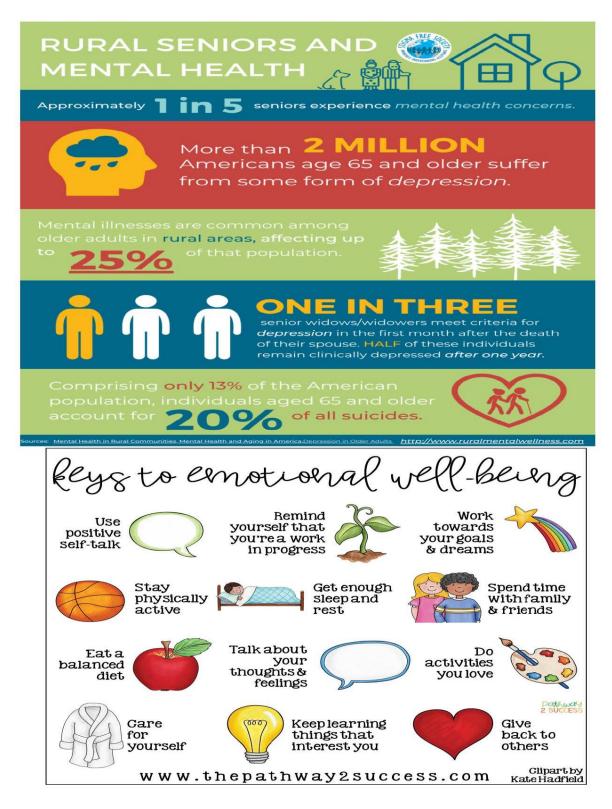
Mental health is important at every stage of life. Effective treatment options are available to help older adults manage their mental health and improve their quality of life. Recognizing the signs and seeing a health care provider are the first steps to getting treatment.

Sourced from:

https://www.nimh.nih.gow/health/topics/older-adults-and-mental-health













Fall Recipes

Pumpkin Pudding

No cooking required for this tasty pumpkin pudding. Kids can help prepare with supervision.

Ingredients

- 1 can pumpkin (15 ounces, or 2 cups cooked mashed squash)
- 2 teaspoons pumpkin pie spice (or 1 teaspoon cinnamon, 1/2
- teaspoon ginger, 1/4 teaspoon nutmeg and 1/4 teaspoon cloves) 1/8 teaspoon salt
- 1 1/2 cups milk (1% low-fat)
- 1 vanilla pudding (instant, 3.5 oz (small box))

Directions

Ingredients For the Dip:

Apple Slices:

Directions

2.

In a large bowl mix pumpkin, salt, and pumpkin spice together. Slowly stir in milk and mix well. Add instant pudding mix and stir 2.

for 2 minutes until it thickens. Refrigerate until serving time.

1/2 cup pumpkin puree (canned or from scratch) 1/3 cup almond butter (or crunchy peanut butter)

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

Source: https://www.myplate.gov/recipes/supplemental-nutrition-assistanceprogram-snap/pumpkin-pudding

Apple Wedges with Pumpkin Almond Butter

Breakfast is a snap with this simple dip, which can be made ahead of time and refrigerated. Enjoy with Golden Delicious or Granny Smith apple slices.

> 2 tablespoons maple syrup 1/8 teaspoon cinnamon

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

Mix together dip ingredients.

Serve with apple slices.

Apple Tuna Sandwiches A twist on the traditional tuna salad sandwich, this version features a combination of sweet and



Banana Oat Cookies

With whole-grains, fruit, and no added sugar, these cookies make a healthy and tasty treat.

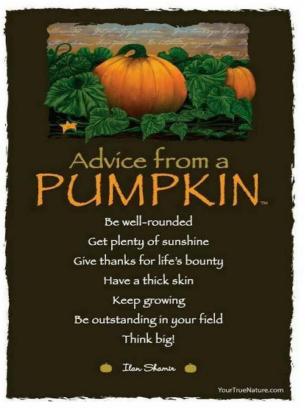
Ingredients

- 1 cup banana, mashed (use overripe banana)
- 1/2 cup yogurt, low-fat plain

Directions

- Mash bananas, mix with yogurt and water.
- 2 Add quick (not instant) oats. Mix well.
- Add optional add-ins if you wish. 3.
- Add spices to taste.
- 5 6.
- The batter should be thick and easily spoonable. Grease a baking sheet. Place a tablespoon of dough on the sheet, thin out to a flat disk. Repeat with remaining dough. Refrigerate if any is remaining in bowl.
- Bake at 350°F for 20 minutes. Flip and bake on other side 15 Z minutes to make crisper crust

Source: https://www.myplate.gov/recipes/supplemental-nutrition-assistance-program-snap/banana-oat-cookies_



tangy flavors Ingredients

- 1 can tuna, packed in water (6.5 ounces, drained)
- 1 apple
- 1/4 cup yogurt, low-fat vanilla
- 1 teaspoon mustard
- 1 teaspoon honey
- 6 slices whole wheat bread
- 3 lettuce leaves Directions
- 1. Wash and peel the apple. Chop it into small pieces.
- 2. Drain the water from the can of tuna.
- 3. Put the tuna, apple, yogurt, mustard, and honey in a medium bo Stir well. 4. Spread 1/2 cup of the tuna mix onto each 3 slices of bread.
- 5. Top each sandwich with a washed lettuce leaf and a slice of brea

Source: https://www.myplate.gov/recipes/supplemental-nutrition-assistance-programsnap/apple-tuna-sandwiches

- - 1 cup quick oats
- 1/4 cup water
- raisins (1/2 cup, optional)
- sunflower seeds (1/2 cup, optional)
- cinnamon, optional





Senior Food Boxes

2nd Tuesday of each month For information : 333-2516



Drive -Thru

Every Tuesday 10:00 am—12:30 pm 356 S. Papago St. Springerville

HALLOWEEN COSTUME PARTY

Thursday, October 31st 11:00 am - 1:00 pm Food, Games & Prizes RSVP—333-2516









Understanding the Link Between Chronic Disease and Depression

From the NATIONAL INSTITUTE of MENTAL HEALTH

What is a chronic disease?

A chronic disease is a condition that lasts at least one year and requires ongoing medical attention or limits activities of daily living or both. Examples of chronic diseases include autoimmune diseases, diabetes, cancer, epilepsy, heart disease, HIV/AIDS, hypothyroidism, multiple sclerosis, and pain.

Can chronic disease lead to depression?

People who have a chronic disease are at a higher risk of developing depression. Depression can be triggered by:

- Anxiety, stress, or other challenges caused by a chronic disease
- Brain changes from a chronic disease (such as Parkinson's disease or stroke)
- · Medication used to treat a chronic disease
- · A personal or family history of depression or suicide

Research suggests that people who have a chronic disease and depression tend to have more severe symptoms of both illnesses.

Can depression lead to chronic disease?

People who have depression are at higher risk of developing certain chronic diseases, including heart disease, diabetes, stroke, pain, osteopcrosis, and Alzheimer's disease. This may be due to:

- Challenges completing tasks that are good for health, such as eating well and exercising, due to symptoms like fatigue
- Challenges accessing medical care that could help prevent, detect, or treat physical health issues early and avoid the progression of a chronic disease
- Changes in the way the body functions due to depression, such as increased inflammation, reduced blood circulation and heart rate control, and abnormalities in stress hormones

What are the signs and symptoms of depression?

Common signs and symptoms of depression include:

- Persistent sad, anxious, or "empty" mood
- Feelings of hopelessness or pessimism
- Feelings of irritability, frustration, or restlessness
- · Feelings of guilt, worthlessness, or helplessness
- · Loss of interest or pleasure in hobbies and activities
- Fatigue, lack of energy, or feeling slowed down
- Difficulty concentrating, remembering, or making decisions
- Difficulty sleeping, waking too early in the morning, or oversleeping
- · Changes in appetite or unplanned weight changes
- Physical aches or pains, headaches, cramps, or digestive problems without a clear physical cause that do not go away with treatment
- · Thoughts of death or suicide or suicide attempts

Not everyone who is depressed experiences all of these symptoms. Some people may only experience a few symptoms, while others experience many. Depression symptoms interfere with day-to-day functioning and cause significant distress for the person experiencing them.

If you show signs or symptoms of depression and they persist or do not go away, talk to a health care provider.

If you or someone you know is struggling or having thoughts of suicide, call or text the 988 Suicide and Crisis Lifeline at **988** or chat at **988Ifeline.org**. In lifethreatening situations, call **911**.





How is depression treated?

Depression is treatable—even if you have a chronic disease.

Depression treatment typically involves psychotherapy (in person or virtual), medication, or both.

A health care provider can help you choose the right treatment plan based on your needs, preferences, and existing medical conditions. Tell the provider about the medications you take and treatments you undergo to avoid multiple medications interfering with one another.

If you cannot or do not wish to take antidepressant medication, other evidence-based treatments are available, including psychotherapy, brain stimulation therapy, and light therapy.

You may have to try a few treatments to find the best one for you. With treatment, you can feel better. For more information on treatments for depression, visit www.nimh.nih.gov/depression.

Research suggests that a "collaborative care approach" can improve the overall health of people with depression. In this approach, primary care providers, care managers, and psychiatric consultants work together to provide mental and physical health care at the same location. Collaborative care is not yet available in all primary care offices or clinics—ask your health care provider if it's an option for you.

How can I find help?

If you have concerns about your mental health, talk to a primary care provider. They can refer you to a qualified mental health professional, such as a psychologist, psychiatrist, or clinical social worker, who can help you figure out the next steps. Find tips for talking with a health care provider about your mental health at www.nimh.nih.gov/talkingtips.

You can learn more about getting help at www.nimh.nih. gov/findhelp. The Substance Abuse and Mental Health Services Administration (SAMHSA) provides information about finding support at https://findsupport.gov and locating mental health services in your area at https://findtreatment.gov.

What are clinical trials and why are they important?

Clinical trials are research studies that look at ways to prevent, detect, or treat diseases and conditions. These studies help show whether a treatment is safe and effective in people.

Some people join clinical trials to help doctors and researchers learn more about a disease and improve health care. Other people, such as those with health conditions, join to try treatments that aren't widely available.

NIMH supports clinical trials across the United States. Talk to a health care provider about clinical trials and whether one is right for you. For more information, visit www.nimh.nih.gov/clinicaltrials.



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NIH Publication No. 24-MH-8015 Revised 2024 www.nimh.nih.gov Contact: nimhinfo@nih.gov





October 2024

Mon	Tue	Wed	Thu
M	1	2	3
	Food Bank 10:00	Lunch 11:30	Lunch 11:30
Noor	Yoga 9:30	BINGO 12:00	
	Lunch 11:30		
7	8 B/P Check	9	10
Lunch 11:30	Food Bank 10:00	Lunch 11:30	Lunch 11:30
	Senior Food Boxes	BINGO 12:00	
	Lunch 11:30		
14	15	16	17
Lunch 11:30	Food Bank 10:00	Lunch 11:30	Lunch 11:30
	Yoga 9:30	BINGO 12:00	
	Lunch 11:30		
21	22 B/P Check	23	24
Lunch 11:30	Food Bank 10:00	Lunch 11:30	Lunch 11:30
	Food Demo 10:30	BINGO 12:00	
	Lunch 11:30		
28	29	30	31
Lunch 11:30	Food Bank 10:00	Lunch 11:30	HALLOWEEN
	Lunch 11:30	BINGO 12:00	Sec PARTY
			11:00 - 1:00



MENU – OCTOBER, 2024

Recommended D	onation - \$6 per mea	I. Please donate wh	at you can afford.
Monday	Tuesday	Wednesday	Thursday
	1	2	3
	Salisbury Steak	Chicken Taquitos	Pork Roast
	Mashed Potatoes w/	Pinto Beans	Mashed
	gravy, Roll	Lettuce/Tomato	Potatoes/Gravy
	Steamed Carrots	Fruit Cocktail	Bread
	Peaches		Spinach
			Applesauce
7	8	9	10
Beef Tacos w/	Oven Fried	Beef Chili w/	Hamburger
Cheese	Chicken/Roll	Hamburger	Casserole
Lettuce & Tomato	Mashed Potatoes	Bread	Roll, Green Beans
Pears	Steamed Carrots	Broccoli	Lettuce/Tomato
	Pineapple	Peaches	Mandarin Oranges
14	15	16	17
Grilled Cheese	Baked Ham	Chicken Fajitas	Sloppy Joes
Tomato Soup	Seasoned Carrots	Onions & Peppers	Broccoli Salad
Southwest Veggies	Mashed Potatoes &	Sliced Tomatoes	Peas/Carrots
Bread	Gravy	Tortilla	Tropical Fruit
Peaches	WG Roll	Orange	
	Pineapple	200-00-	
21	22	23	24
Tuna Salad	Spaghetti / Meat	BBQ Chicken	Beef Stew
Sandwich	sauce	Legs	Potatoes, Carrots,
White Bean Soup	Corn	Sweet Potatoes	Tomatoes
Green Beans	Mixed Green Salad	Broccoli	Apple Slaw
Strawberries&	Garlic Bread	Roll	Combread
Bananas	Fruit Cocktail	Oranges	Pears
28	29 Cliil E 111	30	31
Pepperoni Pizza	Chicken Enchiladas	Baked fish	
Green Salad w/	Spinach	Mixed Veggies	
Tomatoes	Diced Cabbage &	7-Layer Salad	Happy
3-Bean Salad w/	Tomatoes	Roll	Halloween
Garbanzo, Green	Tortillas	Fruit Cocktail	The second second
Beans & Corn	Mixed Berries		
Pineapple			

Lunch Served at 11:30 a.m. Recommended Donation - \$6 per meal. Please donate what you can afford.

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.



DESIGNATE YOUR TAX DOLLARS TO HELP PEOPLE IN OUR COMMUNITY! Instead of giving your taxes to the State, you can direct them to support local programs at

Round Valley Community Services & Senior Center

FREQUENTLY ASKED QUESTIONS:

I want my dollars to stay in our community. How can I participate?

Most of us have our State tax liability deducted via company payroll. However, instead of sending your tax dollars to the State, you can designate them to an eligible organization to help local citizens. This is done through the Arizona Charitable Tax Credit.

Am I eligible to receive this tax credit?

In prior years, you were required to itemize your return to claim the credit, **but** starting in 2013, **any individual** who files Arizona State Taxes is eligible to receive the Arizona Working Poor Tax Credit.

How much can I give?

You can now donate up to **\$938** for a married couple or up to **\$470** for a single person to receive the tax credit. This will reduce your State Tax Liability with a dollar-for-dollar credit.

Can I take this tax credit and the school tax credit?

Yes. The School Tax Credit and Charitable Contribution Credit are two separate credits. You can take <u>both</u> credits on your Arizona Taxes.

When is the last date to make my donation?

Contributions made to a Qualifying Charitable Organization that are made on or before April 15th may be applied to either the current or the preceding taxable year.

Who can I contact for additional information?

Contact the senior center at 928-333-2516, ext. 258 for further information or drop by the Center at: 356 South Papago Street in Springerville.

Great. How do I make out the check?

The tax credit monies can be donated directly to The Round Valley Community Services & Senior Center. *Make your check out to: The Town of Springerville* with the memo section showing Round Valley Community Services & Senior Center, *(RVCC).* Then, mail or drop it off at the Senior Center at 356 South Papago Street in Springerville, AZ.

Round Valley Senior Center is a lifeline for hundreds of local residents. Please keep your tax dollars in our community! THANK YOU FOR YOUR SUPPORT





Report for October 2024

Springerville Heritage Center & Casa Malpais Archaeological Park Community Event Planning

- September had 195 visitors enjoy the museum with 55 joining on a tour. The Museum reopened the gift shop and has seen some sales of books, magnets, and pens within the two (2) weeks it has been reopened
- Springerville Heritage Center & Casa Malpais Archaeological Park / Community Event Planning changed hands with a new director.
- Fall Fest is set for October 5th working with several donors/supporters to help Fall Fest 2024: businesses including Safeway, Dollar General, Dollar Tree, Cattletown Arcade, Tin Can Coffee, Diamond C Feed, Hon-Doh Resort, DJ Robinson, McNeil Ranch, Come Back Ranch, Round Valley Animal Rescue, community volunteers, and town staff. Forthcoming updates on outcome to be updated at the next council meeting.
- As always, the feedback from patrons regarding the Museum and Casa was extremely positive. Working to utilize more advertising avenues to get the word out for the Museum, Ruins, and Events. Working to update sites including Google and Facebook to reflect current information for those searching on the interweb.
- Recently collaborated with Town of Eagar for shared parades and some town events. We are working closely to have more cohesive and bigger outcome between the two town.



MAYOR & COUNCIL REPORT Planning & Zoning Department October 2024

BUILDING:

Permits Issued:

- Building: 2 (includes one manufactured home)
- Fence: 1
- Sign: 1
- Mechanical: 1
- C of O: 2
 - The Spot (new owners)
 - Round Valley Mail & More

Total Inspections: 7

Have had multiple conversations and meetings with property owners, relators, and potential property owners in regards to building permits and what is allowed in zoning code.

PLANNING AND ZONING COMMISSION:

October 8, 2024 Meeting:

- <u>Ordinance 2024-003</u> Amending Town Code Section 17.28.070 "Walls and Fences" related to the requirement of Conditional Use Permits: Commission voted to recommend Council adopt this ordinance
- <u>Ordinance 2024-004</u>: Amending Town Code Section 17.28.170 "Travel Trailers and Recreational Vehicles" related to travel trailers or recreational vehicles as guest quarters: Commission voted to recommend Council adopt this ordinance
- <u>Rezoning Application</u>: Application is to rezone 6.4 acres of Parcel #105-15-010H located behind 262 W. Main Street from AR-20 to C-1, General Commercial. Applicant would like to expand his RV park. The applicant had a similar application in June 2024, but amended his application due to concerns of the public. Commission tabled this item until applicant can provide an updated survey of the property with the new dimensions.
- <u>Review of Title 17</u>: Commission is continuing their review of Title 17, section by section. The following sections were reviewed:
 - o 17.28.130-Trash Enclosures: No changes requested
 - o 17.28.140-Structures near airplane runway or landing strip: No Changes requested
 - o 17.28.150-Performance Standards: No changes requested

Please note that Brian Hayes has resigned from the Commission due to scheduling conflicts with another group he is involved with. He will be missed and we appreciate his time and service with the Commission.

CODE ENFORCEMENT:

UPDATED CASES

- <u>Round Valley Furniture Store</u>: building safety UPDATE: Property owner requested an extension, 45-day extension was granted. Re-inspection set for November 7, 2024.
- <u>106 Harmony Lane</u>: building without a permit, property owner is building an add on/deck to a shed.





MAYOR & COUNCIL REPORT Planning & Zoning Department October 2024

UPDATE: Staff still waiting on additional information to issue building permit. No work has been completed since Stop Work Order issued on July 10, 2024.

- <u>129 S US HWY 180</u>: Had a citizen complaint about smell of feces and sewage and debris coming from property. Animal control is working with tenants on another issue.
 UPDATE: Had calls from several other neighbors about litter and debris issues. Contacted Apache County Health Dept./Code Enforcement regarding septic issues, and attempted to investigate property. Property owner/tenant was unavailable, and others on the property would not allow entrance to property to investigate. Property owner/tenant called, explained to him the further and ongoing issues, and that he has 30-days to make significant progress, and keep up communication or case will be forwarded to the town prosecutor.
- <u>606 E Main St. (Dollar General)</u> UPDATE: Continuing to work with store manager, issues with going forward is that this is a corporation, have gotten contact information for the district manager, going to try to make contact so that issues are dealt with in a more timely manner.

NEW CASES

- <u>1405 E 1st Street</u>: building without a permit and burned-out building on the property UPDATE: letter sent on Sept. 24th was returned unserved, going to correct address and re-send, once letter received will have 30 days to correct the violations
- <u>213 S. Zuni St.</u>: building without a permit, shed added to property without a permit UPDATE: certified letter sent and received, re-inspection set for October 27th
- <u>613 Airport Road</u>: Had a citizen complaint about weeds and debris in yard, property is vacant UPDATE: certified letter sent on Sept. 24th, waiting for service of letter, re-inspection will be set 30 days after
- <u>Sign at County Complex on South Mountain</u>: received several calls about the brightness of the illuminated signs causing issues with drivers and their sight. Have communicated with the County and believe that a solution has been reached with dimming the sign during certain hours (after 6pm) and the sign being off from 10pm to 5am

STAFF PROJECTS COMPLETED:

- <u>State Mandated Report</u>: The state now mandates a report submitted by September 30th each year with the data from the previous fiscal year's building permit and zoning application information. This report was completed and submitted to the provided drop box on September 18th
- Staff completed several public records requests that pertained to zoning files

STAFF IS CURRENTLY WORKING ON:

- <u>Apache County Addressing</u>: There has been some confusion and mix-ups between addresses in the cities and the county. The county has asked that the cities complete a spreadsheet with all the addresses and coordinating parcel numbers. This spreadsheet/report is due at the end of this year.
- Continuing review and organization of the physical files, this project is about 90% completed, with some outdated or purgeable files dating back as early as 1982
- Continuation of updating and creation of forms and applications
- Building Inspection Certification: continuing to study, preparing for exam



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 September 2024

Total Incidents Calls for Service	305 128
Officer Initiated Incidents	177
Traffic Stops	122
Other OIA Incidents	55
Bus/Building checks	11
Total Officer Cases	42
Accident	7
Other	11
Crime	23
Death	1
Total Misdemeanor & Felony Arrests	12
Misdemeanor Arrests	12
Adult	11

Misuemeanor Arrests	12
Adult	11
Juvenile	1
Felony Arrests	0
Adult	0

418 E Main Street Springerville, AZ 85938 Main (928) 333-4240 www.springervilleaz.gov

Juvenile	0
Citations	41
City Code Violation	0
Civil - Moving Violation	33
Civil - Non-Moving Violation	1
Criminal - Moving Violation	2
Criminal Violation	4
Other	1

1. General Information

September 9, RVPD assisted with a funeral procession detail in Eager.

September 10-12, we attended the Arizona Chiefs of Police convention and training. RVPD admin assistant Amy Sloane completed on online record management on risk and liability.

September 18, RVPD participated in the Walk to School.

September 19, RVPD conducted a lateral interview which resulted in going forward with the background.

September 19, we conducted multiple interviews for the full-time animal control officer position.

September 26, RVPD participated in Career Days at the Round Valley Primary School. September 30, RV Animal Control Officer started.

CURRENT SWORN

Chief Merrill Lt. Bevington Sgt. Gleeson Officer Thomas Scruggs Officer Sidney Aragon Officer Mat Ryan Officer Tannen Moreno

RESERVE OFFICERS

None

VOLUNTEERS

Six (5)

Animal Control

Ricky Hodges (Full Time Weekday) Started September 30th. Danielle Goodman (Part Time Weekend)

HIRING PROCESS UPDATE:

LATERALS (interviewed and in the process to be hired) Ashley Jala

RECRUITS

Scheduled to start the academy

- Cole Roosma (Entry level) Currently attending the police academy.
- Simeon Rivera (Entry level) Currently attending the police academy
- John Rippy (Entry level) Currently attending the police academy
- All Three recruits are scheduled to graduate December 12, 2024.

Dayson Merríll

Chief of Police Round Valley Police Department Town of Springerville 418 E. Main Street Springerville, AZ 85938 <u>dmerrill@springervilleaz.gov</u> Office (928) 333-4240



418 E Main Street Springerville, AZ 85938

	ROU	ND VALLEY POLICE DEPARTMENT	Page 1
		INCIDENTS BY INCIDENT TYPE SEPTEMBER 2024	09/30/202
	INCIDENT TYPE	DESCRIPTION	NUMBER THIS TYPE
	1016	Mental Subject	2
	1054	Intoxicated Person	1
	415	Fight	1
	911	911 Call	3
	961	T/A No Injuries	10
l	961PP	T/A Private Property	1
	ABDV	Abandoned Vehicle	. 1
	AC	Animal Call	27
	ALARM	Burglary Alarm	1
	AMB	Ambulance Call	7
	AOA	Assist Other Agency ,	11
	ASLT	Assault	· 4
	ATL	Attempt to Locate	2
	C34	MOTORIST ASSIST	2
ļ	CA	CHILD ABUSE/NEGLECT	1
	CD		1
	CIVIL	CRIMINAL DAMAGE	4
		CIVIL MATTER	4
	CT	CRIMINAL TRESPASS	7
	DIST	DISTURBANCE	8
	DMVIOL	DOMESTIC VIOLENCE	. · 3
	DOGBITE	DOG/ANIMAL BITE	1
	DUI	DRIVE UNDER INF	2
	FIRE	FIRE CALL	1
	FOLUP	FOLLOW UP TO DR	3
	FRAUD	FRAUD/FRAUD SCHEMES	1
	FUNESC	FUNERAL ESCORT	2
	H/R	HIT AND RUN	1
	HARAS	HARASSMENT	4
	INFO	MISC INFORMATION	6
	JUV	OTHER JUV CALLS	1
	LPROP	LOST PROPERTY	2
	MISC	MISC CALLS FOR SVC. (OTHER)	4
	OUT/W	OUT WITH SUBJ/VEH	2
	RAJ '	RUNAWAY JUVENILE	2
	RECK	RECKLESS DRIVING	4
	SC	SECURITY CHECK	11
	SHOTS	SHOTS FIRED	4
	SPEC	SPECIAL ASSIGNMENT	6
	STVEH	STOLEN VEHICLE	2
	SUI	SUICIDE/ATT SUICIDE	1
	SUS	SUSP ACTY/PERS/VEH	7
	THEFT	· THEFT/SHOPLIFT	1
	THREAT	THREATENING	L #
	TRF	TRAFFIC CALLS/STOPS	5
	11/6	INAFFIC CALLO/01080	122

	INCIDENTS BY INCIDENT TYPE SEPTEMBER 2024		Page 2 09/30/2024
INCIDENT TYPE	DESCRIPTION	NUMBER TH	IS TYPE
VI	VEHICLE INSPECTION	1	
WELCHK	WELFARE CHECK	9	
XPORT	10-15 TRANSPORT	1	
Total Incidents		305	

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TOWN OF SPRINGERVILLE MEMORANDUM

TO:	Springerville Town Council
FROM:	Kelsi Miller, Town Clerk
DATE:	10/19/2024
SUBJECT:	Consent Items

SUGGESTED MOTIONS:

I move we approve consent items 6a, 6b, and 6c as presented.

Or I move we do not approve this item.

Or I move we table this item.

STAFF REPORT:

See attachments



418 E. Main Street, Springerville, AZ 85938 Phone (928)333-2656

Council Meeting October 16, 2024 Check Register

09/10/24 thru 10/07/24 Accounts Payable Expenses	\$504,747.25
Pay Period Month September 2024	\$203,703.46
ACH Payments 09/10/24 thru 10/07/24	\$10,172.28
Total Expensed Dollar Amount for Consent Agenda	\$718,622.99

Total Revenue Received	d 09/10/24 thru 10/07/24	\$467,103.22
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Balances on all cash accounts as of October 7, 2024

Checking Account	\$6,780,328.10
LGIP Savings	\$4,707,346.02

Check Register - Consent Agenda AP's Check Issue Dates: 9/10/2024 - 10/7/2024

Report Criteria:

Report type: GL detail

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
09/11/2024	102043	ADEQ	WQI Water Quality WWTP 06/01-08/31/2024 PO#12995	3,670.00	11-215-5303
Total 10204	3:			3,670.00	
09/11/2024	102044	Ascent Aviation Group, Inc.	Jet A Fuel Aug 2024	23,743.54	04-180-5090
Total 10204	4:			23,743.54	
09/11/2024	102045	AZ Dept of Corrections	Inmate Labor-Parks & Cemetery	60.75	01-160-5077
09/11/2024	102045	AZ Dept of Corrections	Inmate Labor - HURF	141.75	02-170-5077
09/11/2024	102045	AZ Dept of Corrections	Inmate Labor - Water	81.00	10-210-5077
09/11/2024	102045	AZ Dept of Corrections	Inmate Labor - Sewer	60.75	11-215-5077
09/11/2024	102045	AZ Dept of Corrections	Inmate Labor - Head Start	60.75	20-260-5077
Total 10204	5:			405.00	
09/11/2024	102046	AZ Dept of Corrections(M)	Inmate Milage-Parks & Cemetary	50.40	01-160-5077
09/11/2024	102046	AZ Dept of Corrections(M)	Inmate MilageHURF	117.61	02-170-5077
09/11/2024	102046	AZ Dept of Corrections(M)	Inmate Milage-Water	67.20	10-210-5077
09/11/2024	102046	AZ Dept of Corrections(M)	Inmate Milage-Sewer	50.40	11-215-5077
09/11/2024	102046	AZ Dept of Corrections(M)	Inmate Milage-Head Start	50.41	20-260-5077
Total 10204	6:			336.02	
09/11/2024	102047	AZ Muni Risk Retention Pool	PD: July 2024 Policy Period 07/01/2024-07/01/2025 Q2	12,450.00	01-130-5053
09/11/2024	102047	AZ Muni Risk Retention Pool	AC: July 2024 Policy Period 07/01/2024-07/01/2025 Q2	1,037.50	01-135-5053
09/11/2024	102047	AZ Muni Risk Retention Pool	Bldg Maint: July 2024 Policy Period 07/01/2024-07/01/2025 Q2	2,282.50	01-145-5053
09/11/2024	102047	AZ Muni Risk Retention Pool	Parks: July 2024 Policy Period 07/01/2024-07/01/2025 Q2	415.00	01-160-5053
09/11/2024	102047	AZ Muni Risk Retention Pool	HURF: July 2024 Policy Period 07/01/2024-07/01/2025 Q2	8,715.00	02-170-5053
09/11/2024	102047	AZ Muni Risk Retention Pool	AP: July 2024 Policy Period 07/01/2024-07/01/2025 Q2	4,150.00	04-180-5053
09/11/2024	102047	AZ Muni Risk Retention Pool	Water: July 2024 Policy Period 07/01/2024-07/01/2025 Q2	4,150.00	10-210-5053
09/11/2024	102047	AZ Muni Risk Retention Pool	Sewer: July 2024 Policy Period 07/01/2024-07/01/2025 Q2	4,150.00	11-215-5053
09/11/2024	102047	AZ Muni Risk Retention Pool	SC: July 2024 Policy Period 07/01/2024-07/01/2025 Q2	4,150.00	16-240-5053
Total 10204	7:			41,500.00	
09/11/2024	102048	Bally Malis Custom Work, LLC	Repair PW Roof - 60% Up Front PO#12985	3,390.00	02-170-5062

Town of Springervi	le		Check Register - Consent Agenda AP's Check Issue Dates: 9/10/2024 - 10/7/2024		Page: 2 Oct 07, 2024 03:06PM
Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
Total 102048	3:			3,390.00	
09/11/2024	102049	Blue Hills Env Assn Inc.	AC - Sept 2024 Services	29.80	01-135-5018
09/11/2024	102049	Blue Hills Env Assn Inc.	Bidg Maint - Sept 2024 Services	103.61	01-145-5018
09/11/2024	102049	Blue Hills Env Assn Inc.	Parks - Sept 2024 Services	58.13	01-160-5018
09/11/2024	102049	Blue Hills Env Assn Inc.	HURF - Sept 2024 Services	48.33	02-170-5018
09/11/2024	102049	Blue Hills Env Assn Inc.	AP - Sept 2024 Services	- 54.80	04-180-5018
09/11/2024	102049	Blue Hills Env Assn Inc.	Water - Sept 2024 Services	48.33	10-210-5018
09/11/2024	102049	Blue Hills Env Assn Inc.	Sewer - Sept 2024 Services	59.47	11-215-5018
09/11/2024	102049	Blue Hills Env Assn Inc.	SC Head Start - Sept 2024 Services	59.47	20-260-5018
09/11/2024	102049	Blue Hills Env Assn Inc.	PD - Sept 2024 Services	59.47	01-130-5018
Total 10204	9:			521.41	
09/11/2024	102050	Butch L. Gunnels	Magistrate Judge Services	461.54	01-110-5012
Total 10205	D :			461.54	
09/11/2024	102051	Cowboy Up Hay and Ranch Supply	AP: Tomcat Bait/Eraser WeedKiller PO#12185	171.18	04-180-5047
Total 10205	1:			171.18	
09/11/2024	102052	Future Tire	AP: 285/70 All Terrian Tire x1	369.94	04-180-5024
09/11/2024	102052	Future Tire	W: 4x 11R24.5 Tires for Water Truck PO#12871	1,590.83	10-210-5061
03/11/2024	102002			,	
Total 10205	2:			1,960.77	
09/11/2024	102053	Icon Solutions	Water Dist. Operator of Record- August 2024 PO#13061	2,000.00	10-210-5012
Total 10205	3:			2,000.00	
09/11/2024	102054	J Tice CPA PC (Jeffery S Tice CPA PC)	Legal Consulting - Jul-Aug 2024 PO#13063	750.00	01-106-5012
Total 10205	4:			750.00	
00/11/2024	102055	Lowes Business Acct/Syncs	AP: Backpack Sprayer PO#12814	205.31	04-180-5073
09/11/2024		LONGS DUSILIESS ACCOUNTS	AL BUOKPACK OPLAYOR I OFFICIAL		
Total 10205	5:			205.31	
09/11/2024	102056	Mohave Environmental Lab corp	W: Colilert Water Analysis x3 - August Testing	105.00	10-210-5123
09/11/2024	102056	Mohave Environmental Lab corp	W: Total Coliform x1 - August Testing	35.00	10-210-5123

M = Manual Check, V = Void Check

Check Register - Consent Agenda AP's Check Issue Dates: 9/10/2024 - 10/7/2024

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eck Issue Date	Check Number	Payee	Description	Amount	Invoice GL Accoun
09/11/2024	102056	Mohave Environmental Lab corp	WW: Fecal Coliform x4 - August Testing	140.00	11-215-5123
09/11/2024	102056	Mohave Environmental Lab corp	WW: Courier Service x4 - August Testing	140.00	11-215-5123
Total 102056	6:			420.00	
09/11/2024	102057	Napa Auto Parts	HURF: Wheel x1 PO#12951	245.46	02-170-5061
09/11/2024	102057	Napa Auto Parts	SC: Fluid Filter/Motor Tune Up PO#12951	16.34	03-175-5024
09/11/2024	102057	Napa Auto Parts	SC: Oil/Oil Filter/Battery PO#12951	269.94	03-175-5024
09/11/2024	102057	Napa Auto Parts	WW: Hose Clamps/Fuel Line/Break Clean PO#12951	60,06	11-215-5061
09/11/2024	102057	Napa Auto Parts	HURF: Drain Plug PO#12951	19.54	02-170-5073
09/11/2024	102057	Napa Auto Parts	HURF: 200x Hearing Protection PO#12951	123.99	02-170-5978
09/11/2024	102057	Napa Auto Parts	HURF: V-Belt x1 PO#12951	26.62	02-170-5024
09/11/2024	102057	Napa Auto Parts	HURF: HI Power V-Belt PO#12951	26.62	02-170-5024
09/11/2024	102057	Napa Auto Parts	HURF: Stabilizer/Antifreeze/Life Gal PO#12951	437.41	02-170-5061
09/11/2024	102057	Napa Auto Parts	HURF: HI Power Inv. V Belt PO#12951	53,24	02-170-5024
09/11/2024	102057	Napa Auto Parts	HURF: Dodge Ram 155 Belts x4 PO#12951	138,10	02-170-5024
09/11/2024	102057	Napa Auto Parts	HURF: Oil/Oil Filter/ 2: Ball Hitch PO#12951	117.81	02-170-5024
09/11/2024	102057	Napa Auto Parts	HURF: 6x6 Voltage Regulator PO#12951	30.54	04-180-5024
09/11/2024	102057	Napa Auto Parts	HURF: Super M Allernator PO#12951	248.43	02-170-5061
09/11/2024	102057	Napa Auto Parts	HC: ATF Plus x4	499.98	01-150-5062
09/11/2024	102057	Napa Auto Parts	PD: Filter/Oil PO#12951	77.42	01-130-5024
09/11/2024	102057	Napa Auto Parts	PD: Windshield Wiper x1 PO#12951	10.95	01-130-5024
Total 10205	7:			2,402.45	
09/11/2024	102058	Perkins Cinders, Inc	HURF: 1x14 tons Spec/1x15.8 Tons Spec PO#12993	662.49	02-170-5080
Total 10205	8:			662.49	
09/11/2024	102059	SIMS MACKIN LTD	Legal Services : Aug 2024 WM Flower PO#13064	7,678.44	01-160-5012
Total 10205	9:			7,678.44	
09/11/2024	102060	The Rigg Law Firm PLLC	Prosecution Fees - Aug 2024	1,740.00	01-106-5068
Total 10206	0:			1,740.00	
09/11/2024	102061	United Food Bank	General Food - Grapes PO#12943	4.75	19-255-5060
Total 10206	1:			4.75	
09/11/2024	102062	WMRMC	Med Clear - Knief, Anthony 08/23/24 Arrest	75.00	01-130-5134

M = Manual Check, V = Void Check

Check Register - Consent Agenda AP's Check Issue Dates: 9/10/2024 - 10/7/2024

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heck Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
09/11/2024	102062	WMRMC	Med Clear - Tsosie, Arman 08/16/24 Arrest	75.00	01-130-5134
Total 102062	<u>2:</u>			150.00	
09/11/2024	102063	Xerox Financial Services	Contract 020-0977404-001 08/30/2024-09/29/2024	197.59	01-130-5019
Total 102063	3:			197.59	
09/18/2024	102064	Aetna Life Insurance Company	Sept 2024 Premiums	117.13	01-000-2024
Total 102064	1:			117.13	
09/18/2024	102065	Aflac	September 2024 UY855	375.60	01-000-2024
Total 102065	5:			375.60	
09/18/2024 09/18/2024	102066 102066	Albertsons / Safeway Albertsons / Safeway	Admin: Breakfast Assortment for TH/RVPD/PW PO#12695 Tourism: 60 Pumpkins for Fall Fest PO#12693	82.39 546.92	01-115-5020 05-185-5095
Total 102066	3:			629.31	
09/18/2024	102067	Apache Co Treasurer	August 2024 Docket Fees	4.98	01-000-2011
Total 102067	7:			4.98	
09/18/2024 09/18/2024	102068 102068	Ascent Aviation Group, Inc. Ascent Aviation Group, Inc.	Gasket/Seperator/Coaeleser Freight	1,825.31	04-180-5061 04-180-5010
Total 10206	8:			1,966.12	
09/18/2024 09/18/2024 09/18/2024 09/18/2024 09/18/2024	102069 102069 102069 102069 102069	AZ Dept of Corrections AZ Dept of Corrections AZ Dept of Corrections AZ Dept of Corrections AZ Dept of Corrections	Inmate Labor-Parks & Cemetery Inmate Labor - HURF Inmate Labor - Water Inmate Labor - Sewer Inmate Labor - Head Start	51.75 120.75 69.00 51.75 51.75	01-160-5077 02-170-5077 10-210-5077 11-215-5077 20-260-5077
Total 10206	9:			345.00	
09/18/2024	102070	AZ State Treasurer	Magistrate Payable August 2024	680.43	01-000-2011
Total 10207	0:			680.43	

Check Register - Consent Agenda AP's Check Issue Dates: 9/10/2024 - 10/7/2024

heck Issue Date	Check Number	Payee	Description	Amount	Invoice GL Accour
09/18/2024	102071	Frontier	Airport Card Reader Sept 2024	98.18	04-180-5016
Total 10207	:			98.18	
09/18/2024	102072	LegalShield	Prepaid Legal Sept 2024	279.45	01-000-2019
Total 102072	2:			279.45	
09/18/2024	102073	Navopache Electric co-op Inc.	Electricity - Aug 2024 PD	555.51	01-130-5021
09/18/2024	102073	Navopache Electric co-op Inc.	Electricity - AC Aug 2024	86.05	01-135-5021
09/18/2024	102073	Navopache Electric co-op Inc.	Electricity - Bldg Maint Aug 2024	754.84	01-145-5021
09/18/2024	102073	Navopache Electric co-op Inc.	Electricity - Shop Aug 2024	185.67	01-155-5021
09/18/2024	102073	Navopache Electric co-op Inc.	Electricity - Parks Aug 2024	615.81	01-160-5021
09/18/2024	102073	Navopache Electric co-op Inc.	Electricity - HURF Aug 2024	2,685.52	02-170-5021
09/18/2024	102073	Navopache Electric co-op Inc.	Electricity - AP Aug 2024	905.29	04-180-5021
09/18/2024	102073	Navopache Electric co-op Inc.	Electricity - Water Aug 2024	3,738.97	10-210-5021
	102073	Navopache Electric co-op Inc.	Electricity - Sewer Aug 2024	2,492.43	11-215-5021
09/18/2024 09/18/2024	102073	Navopache Electric co-op Inc.	Electricity - SC Community Services Aug 2024	573.55	20-260-5021
Total 10207	3:			12,593.64	
09/18/2024	102074	Tony Ruiz	Park Ramada Refund- Pioneer Park PO#13065	50.00	01-000-2027
Total 10207	4:			50.00	
09/18/2024	102075	Arizona Farm Bureau	Cleaning Dep Refund-Council Chambers 9/16 PO#13093	100.00	01-000-2027
09/18/2024	102075	Arizona Farm Bureau	Cleaning Dep Refund-Udall Room 9/17 PO#13093	50.00	01-000-2027
Total 10207	5:			150.00	
09/18/2024	102076	Phil Stratton Electric, Inc	W: PSE Inspection Generator PO#12996	358.00	10-210-5061
Total 10207	6:			358.00	
09/18/2024	102077	Quill	HC: Mini Light PO#13062	18.97	01-150-5009
09/18/2024	102077	Quill	PD: Boxes PO#13062	57,65	01-130-5009
09/18/2024	102077	Quill	PD : Book Ends PO#13062	17,56	01-130-5009
09/18/2024	102077	Quill	PD : Urinal Deodorizer PO#13062	39.16	01-130-5059
09/18/2024	102077	Quill	PD : File Organizer PO#13062	33.28	01-130-5009
09/18/2024	102077	Quill	BM : Trash Bags PO#13062	76.37	01-145-5059
09/18/2024	102077	Quill	Admin: Files/Tabes/Binders/Toners PO#13062	165.57	01-115-5009
09/18/2024	102077	Quill	Admin: Batteries PO#13062	50.79	01-115-5061

Check Register - Consent Agenda AP's

Check Issue Dates: 9/10/2024 - 10/7/2024

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Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Accour
09/18/2024	102077	Quill	Finance: Toner/Binders/Pens/Reg Tape/Tabs PO#13062	940.45	01-120-5009
09/18/2024	102077	Quill	Finance: First Aide Supply/Candy PO#13062	55.48	01-120-5030
09/18/2024	102077	Quill	P&Z : Toner/Files/Glue Tape/Tabs PO#13062	336.76	01-125-5009
09/18/2024	102077	Quill	PD : Toner/Post-Its/Boxes/Files PO#13062	393.34	01-130-5009
09/18/2024	102077	Quill	SC : Pens/Files PO#13062	135.89	03-175-5009
09/18/2024	102077	Quilt	SC: PT/Cleaner/GBags PO#13062	316.59	03-175-5059
09/18/2024	102077	Quill	SC : Shredder PO#13062	62.01	03-175-5058
09/18/2024	102077	Quili	SC : Batteries PO#13062	96.94	03-175-5061
09/18/2024	102077	Quill	SC : Coffee Stirrer Sticks/Creamer PO#13062	31.48	03-175-5089
09/18/2024	102077	Quill	PD : TP/Sanitizer/Wipes/PT PO#13062	404.35	01-130-5059
09/18/2024	102077	Quilt	PD : Batteries PO#13062	112.04	01-130-5061
09/18/2024	102077	Quill	BM : PT/GBags/TP/Cleaner/Soap PO#13062	730,71	01-145-5059
09/18/2024	102077	Quill	HC : Toner/Tape/Bubble Wrap PO#13062	211.33	01-150-5009
09/18/2024	102077	Quill	HC: Batteries PO#13062	37.91	01-150-5061
09/18/2024	102077	Quili	HURF: Toner PO#13062	800.69	02-170-5009
09/18/2024	102077	Quill	PD: [CREDIT] Boxes PO#13062	84.85-	01-130-5009
09/18/2024	102077	Quill	PD: Clip Boards/Boxes PO#13062	83.80	01-130-5009
09/18/2024	102077	Quill	SC : Stamp PO#13062	44.38	03-175-5009
09/18/2024	102077	Quill	BM : Cleaner PO#13062	58.56	01-145-5059
09/18/2024	102077	Quill	PD : Locking ties PO#13062	25.45	01-130-5009
09/18/2024	102077	Quill	SC : Garbage Bags PO#13062	710.83	03-175-5059
09/18/2024	102077	Quil	HC: Popcorn Bags PO#13062	51.78	01-150-5039
09/18/2024	102077	Quill	HC: Popcorn PO#13062	55.72	01-150-5039
09/18/2024	102077	Quill	SC: Storage Boxes PO#13062	29.47	03-175-5009
09/18/2024	102077	Quill	AP: Pens/Pop Ups/Folders PO#13062	64.33	04-180-5009
09/18/2024	102077	Quill	PD: Boxes PO#13062		01-130-5009
Total 10207	7:			6,249.64	
09/18/2024	102078	Rhinehart Oil Co. LLC	Mid Month 0924 - Admin	27.91	01-115-5011
09/18/2024	102078	Rhinehart Oil Co. LLC	Mid Month 0924 - P&Z	54.66	01-125-5011
09/18/2024	102078	Rhinehart Oil Co. LLC	Mid Month 0924 - PD	857.25	01-130-5011
09/18/2024	102078	Rhinehart Oil Co. LLC	Mid Month 0924 - AC	64.13	01-135-5011
09/18/2024	102078	Rhinehart Oil Co. LLC	Mid Month 0924 - Parks	31.15	01-160-5011
09/18/2024	102078	Rhinehart Oil Co. LLC	Mid Month 0924 - HURF	249.92	02-170-5011
09/18/2024	102078	Rhinehart Oil Co. LLC	Mid Month 0924 - Water	79,98	10-210-5011
09/18/2024	102078	Rhinehart Oil Co. LLC	Mid Month 0924 - Sewer	341.03	11-215-5011
09/18/2024	102078	Rhinehart Oil Co. LLC	Mid Month 0924 - NACOG Transport	63.55	13-225-5011
09/18/2024	102078	Rhinehart Oil Co. LLC	Mid Month 0924 - NACOG Home Delivery	63.55	15-235-5011
09/18/2024	102078	Rhinehart Oil Co. LLC	Mid Month 0924 - Spv Transp	63.55	42-365-5011

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Check Issue Date Che	eck Number	Рауее	Description	Amount	Invoice GL Account
Total 102078:				1,896.68	
09/18/2024	102079	Shamrock Foods Co	General Food-Applesauce/Vegitables/Fruit PO#13047	1,768.74 31.14	19-255-5060 20-260-5089
09/18/2024	102079	Shamrock Foods Co	General Food- Non-Parishable: Containers PO#13047	J1.14	20-200-3009
Total 102079:				1,799.88	
09/26/2024	102082	Bally Malis Custom Work, LLC	Repair PW Roof - Remaining Amount for Completion PO#12985	2,690.00	02-170-5062
Total 102082:				2,690.00	
09/26/2024	102083	Beacon Fire & Security , LLC	W: TOS- Backflow Prevention PO#12958	450.00	10-210-5129
Total 102083:				450.00	
09/26/2024	102084	Brown & Brown Law Offices	Water Adjudication Fees - August 2024	4,555.86	10-210-5033
Total 102084:				4,555.86	
09/26/2024	102085	Butch L. Gunnels	Magistrate Judge Services	461.54	01-110-5012
Total 102085:				461.54	
09/26/2024	102086	Cowboy Up Hay and Ranch Supply	H: Chain Loops x2 PO#12998	139.61	02-170-5061
Total 102086:				139.61	
09/26/2024	102087	Dana Kepner Company	W: Annual SCADA coverage - 03/13/24-03/12/25 PO#13001	12,268.01	10-210-5027
Total 102087:				12,268.01	
09/26/2024	102088	GreatAmerica Financial Svcs	TH Lanier Lease Principal 015-1446074-000	419.24	01-115-5093
09/26/2024	102088	GreatAmerica Financial Svcs	TH Lanier Lease Interest 015-1446074-000	38.15	01-115-5094
09/26/2024	102088	GreatAmerica Financial Svcs	Color Copies - Admin 08/10/24-09/09/24	50.43	01-115-5019
09/26/2024	102088	GreatAmerica Financial Svcs	Color Copies - Finance 08/10/24-09/09/24	33.03	01-120-5019
09/26/2024	102088	GreatAmerica Financial Svcs	Color Copies - P&Z 08/10/24-09/09/24	30.93	01-125-5019
09/26/2024	102088	GreatAmerica Financial Svcs	SC Lanier Lease Principal 015-1449186-000	116.85	16-240-5093
09/26/2024	102088	GreatAmerica Financial Svcs	SC Lanier Lease Interest 003-1449186-000	10.64	16-240-5093
Total 102088:				699.27	

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heck Issue Date	Check Number	Payee	Description	Amount	Invoice GL Accourt
09/26/2024	102089	Beth Conlin	Consignment: Blue Flower Greeting-BC Card PO#13060	4.20	01-000-2006
Total 102089	ĸ			4.20	
	102090	LegalShield	Prepaid Legal Sept 2024	279.45	01-000-2019
09/26/2024	-	0	June 2024 Over payment	131.15-	01-000-2019
09/26/2024	102090	LegalShield	June 2024 Over payment		
Total 102090	k:			148.30	
09/26/2024	102091	Mohave Environmental Lab corp	WW: Total Residual Chlorine-E/O Sample Date: 9/3/24	20.00	11-215-5123
09/26/2024	102091	Mohave Environmental Lab corp	WW: Total Nitrogen-E/O Sample Date: 9/3/24	145.00	11-215-5123
09/26/2024	102091	Mohave Environmental Lab corp	WW: pH&Temp-E/O Sample Date: 9/3/24	10.00	11-215-5123
09/26/2024	102091	Mohave Environmental Lab corp	WW: Total Nitrogen-MW Sample Date: 9/3/24	145.00	11-215-5123
09/26/2024	102091	Mohave Environmental Lab corp	WW: Trihalmethanes-MW Sample Date: 9/3/24	160.00	11-215-5123
Total 102091	:			480.00	
09/26/2024	102092	NBA Bank Card Center	KM 7946: Vehicle Reg/Title from Eagar PO#13017	80.00	01-130-5027
09/26/2024	102092	NBA Bank Card Center	KM 7946: Zoom PO#13017	15.99	01-115-5027
09/26/2024	102092	NBA Bank Card Center	KM 7946: Annual AZ Commission Filing PO#13017	10.00	01-105-5025
09/26/2024	102092	NBA Bank Card Center	KM 7946: Safelight Glass Replacement PO#13017	382.69	02-170-5054
09/26/2024	102092	NBA Bank Card Center	KM 7946: Amazon - Name Plates x2 PO#13017	16.24	01-125-5009
09/26/2024	102092	NBA Bank Card Center	KM 7946: Amazon - Name Plates x1 PO#13017	8.12	01-105-5009
09/26/2024	102092	NBA Bank Card Center	RA 5739: Dollar Tree- Holiday Decor PO#12940	19.09	16-240-5030
09/26/2024	102092	NBA Bank Card Center	RA 5739: Davis Ace - All Purpose Spray PO#12942	10.44	16-240-5059
09/26/2024	102092	NBA Bank Card Center	CC2 5291: 2024 Leave Conf Aug 26-30	682.73	01-105-5017
09/26/2024	102092	NBA Bank Card Center	DM 4105: AACOP Conferece PO#12889	300.00	01-130-5017
09/26/2024	102092	NBA Bank Card Center	DM 4105: AACOP Deposit PO#12889	94.18	01-130-5017
09/26/2024	102092	NBA Bank Card Center	DM 4105: AACOP Deposit PO#12889	94.18	01-130-5017
09/26/2024	102092	NBA Bank Card Center	DM 4105: AACOP Deposit [CREDIT] PO#12889	94.18-	01-130-5017
09/26/2024	102092	NBA Bank Card Center	DM 4105: AACOP Hotel-Ak-Chin PO#12889	282.54	01-130-5017
09/26/2024	102092	NBA Bank Card Center	RA 5739; Dollar General- Table Cloths PO#13045	68.73	16-240-5030
09/26/2024	102092	NBA Bank Card Center	KM 7946: Safelight Window Replacement PO#12845	421.60	02-170-5054
09/26/2024	102092	NBA Bank Card Center	RP 8526: Dollar General- Gaterade PO#12986	21.58	10-210-5030
09/26/2024	102092	NBA Bank Card Center	RP 8526: Dollar General- Hand Soap PO#12986	12.00	01-160-5059
09/26/2024	102092	NBA Bank Card Center	RP 8526: Booga Reds- Meeting PO#12986	95.57	10-210-5030
09/26/2024	102092	NBA Bank Card Center	SP 9325: Walmart - Binders/Dividers PO#13015	181.09	01-125-5009
09/26/2024	102092	NBA Bank Card Center	PD2 8420L Blue Media Books PO#12900	457.47	01-130-5019
Total 10209	2;			3,160.06	
09/26/2024	102093	Pitney Bowes Purchase Power	Postage Aug/Sept- Finance	78,09	01-120-5010

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heck Issue Date	Check Number	Payee	Description	Amount	Invoice GL Accou
09/26/2024	102093	Pitney Bowes Purchase Power	Postage Aug/Sept- P&Z	9.64	01-125-5010
09/26/2024	102093	Pilney Bowes Purchase Power	Postage Aug/Sept- PD	97.58	01-130-5010
09/26/2024	102093	Pitney Bowes Purchase Power	Postage Aug/Sept- Water	159.00	10-210-5010
09/26/2024	102093	Pitney Bowes Purchase Power	Postage Aug/Sept- Sewer	157.94	11-215-5010
Total 102093	3:			502.25	
09/26/2024	102094	Power DMS, Inc	Annual Subscription - 07/01/2024-06/30/2024 PO#13021	5,599.36	01-130-5025
Total 102094	ł:			5,599.36	
09/26/2024	102095	Springerville Magistrate	Fill the gap 4th quarter 2024 PO#13123	44.69	01-000-2011
Total 10209	5:			44.69	
09/26/2024	102096	Town of Eagar	1/2 NPC Electric August 2024 usage	110.75	01-115-5048
Total 102096	3:			110.75	
09/26/2024	102097	Twisted VoIP LLc	PD: Cables PO#13000	19.55	01-130-5062
09/26/2024	102097	Twisted VoIP LLc	PD: Cables PO#13000	19.55	01-130-5062
Total 102093	7:			39.10	
09/26/2024	102098	White Mountain Publishing LLC	P&Z: 8/2/24 Rezone 262 W Main PO#13094	117.60	01-125-5019
09/26/2024	102098	White Mountain Publishing LLC	P&Z: 8/2/24 Council PH Rezone 262 W Main PO#13094	100.80	01-125-5019
09/26/2024	102098	White Mountain Publishing LLC	H: 8/6/24 AMR Meter Intall PO#13094	174.30	02-170-5019
09/26/2024	102098	White Mountain Publishing LLC	H: 8/13/24 AMR Meter Intall PO#13094	174.30	02-170-5019
09/26/2024	102098	White Mountain Publishing LLC	H: 8/20/24 AMR Meter Intall PO#13094	174.30	02-170-5019
09/26/2024	102098	White Mountain Publishing LLC	H: 8/27/24 AMR Meter Intall PO#13094	174.30	02-170-5019
09/26/2024	102098	White Mountain Publishing LLC	AC: 8/30/24 Animal Control Ad PO#13094	100.80	01-135-5019
Total 10209	8:			1,016.40	
09/26/2024	102099	WW Clyde & Co	HURF: 8.72 SC800 PO#13122	956.05	02-170-5080
Total 10209	9:			956.05	
09/26/2024	102100	RAGHT	Sept 2024 Premiums - Payroll Withholdings 09/01/24-09/30/24	4,566.27	01-000-2020
09/26/2024	102100	RAGHT	Sept 2024 Premiums - Admin 09/01/24-09/30/24	880.04	01-115-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - Finance 09/01/24-09/30/24	2,296.18	01-120-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - P&Z 09/01/24-09/30/24	872.54	01-125-5004

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09/26/2024	102100	RAGHT	Sept 2024 Premiums - PD 09/01/24-09/30/24	14,592.24	01-130-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - Bldg Maint 09/01/24-09/30/24	1,198.06	01-145-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - AP 09/01/24-09/30/24	2,489.96 V	04-180-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - Water 09/01/24-09/30/24	3,460.08- V	10-210-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - Sewer 09/01/24-09/30/24	3,559.29- V	11-215-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - UofA SNAP 09/01/24-09/30/24	477.95- V	55-430-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - PD 09/01/24-09/30/24	14,592.24- V	01-130-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - Bldg Maint 09/01/24-09/30/24	1,198.06- V	01-145-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - Shop 09/01/24-09/30/24	643.91- V	01-155-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - Parks 09/01/24-09/30/24	681.41- V	01-160-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - HURF 09/01/24-09/30/24	3,962.67- V	02-170-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - SC 09/01/24-09/30/24	2,008.25- V	03-175-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - Sewer 09/01/24-09/30/24	3,559.29	11-215-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - UofA SNAP 09/01/24-09/30/24	477.95	55-430-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - Payroll Withholdings 09/01/24-09/30/24	4,566.27- V	01-000-2020
09/26/2024	102100	RAGHT	Sept 2024 Premiums - Admin 09/01/24-09/30/24	880.04- V	01-115-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - Finance 09/01/24-09/30/24	2,296.18- V	01-120-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - P&Z 09/01/24-09/30/24	872.54- V	01-125-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - Shop 09/01/24-09/30/24	643.91	01-155-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - Parks 09/01/24-09/30/24	681.41	01-160-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - HURF 09/01/24-09/30/24	3,962.67	02-170-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - SC 09/01/24-09/30/24	2,008.25	03-175-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - AP 09/01/24-09/30/24	2,489.96-	04-180-5004
09/26/2024	102100	RAGHT	Sept 2024 Premiums - Water 09/01/24-09/30/24	3,460.08	10-210-5004
Total 10210	0:			.00	
09/26/2024	102101	RAGHT	Sept 2024 Premiums - HURF 09/01/24-09/30/24	3,962.67	02-170-5004
09/26/2024	102101	RAGHT	Sept 2024 Premiums - SC 09/01/24-09/30/24	2,008.25	03-175-5004
09/26/2024	102101	RAGHT	Sept 2024 Premiums - AP 09/01/24-09/30/24	2,489.96-	04-180-5004
09/26/2024	102101	RAGHT	Sept 2024 Premiums - Water 09/01/24-09/30/24	3,460.08	10-210-5004
09/26/2024	102101	RAGHT	Sept 2024 Premiums - Sewer 09/01/24-09/30/24	3,559.29	11-215-5004
09/26/2024	102101	RAGHT	Sept 2024 Premiums - UofA SNAP 09/01/24-09/30/24	477.95	55-430-5004
09/26/2024	102101	RAGHT	Sept 2024 Premiums - Finance 09/01/24-09/30/24	2,296.18	01-120-5004
09/26/2024	102101	RAGHT	Sept 2024 Premiums - P&Z 09/01/24-09/30/24	872.54	01-125-5004
09/26/2024	102101	RAGHT	Sept 2024 Premiums - PD 09/01/24-09/30/24	14,592.24	01-130-5004
09/26/2024	102101	RAGHT	Sept 2024 Premiums - Bldg Maint 09/01/24-09/30/24	1,198.06	01-145-5004
09/26/2024	102101	RAGHT	Sept 2024 Premiums - Shop 09/01/24-09/30/24	643.91	01-155-5004
09/26/2024	102101	RAGHT	Sept 2024 Premiums - Parks 09/01/24-09/30/24	681.41	01-160-5004
09/26/2024	102101	RAGHT	Sept 2024 Premiums - Payroll Withholdings 09/01/24-09/30/24	4,566.27	01-000-2020
09/26/2024	102101	RAGHT	Sept 2024 Premiums - Admin 09/01/24-09/30/24	880.04	01-115-5004

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Check Issue Date	Check Number	Рауге	Description	Amount	Invoice GL Account	
T . () () () ()				36,708.93		
Total 102101	1:			30,700.93		
10/02/2024	102102	Albertsons / Safeway	SC: General Foods PO#13044	33.42	19-255-5060	
10/02/2024	102102	Albertsons / Safeway	SC: General Foods PO#13041	15.42	19-255-5060	
10/02/2024	102102	Albertsons / Safeway	SC: General Foods PO#13044	37.03	19-255-5060	
10/02/2024	102102	Albertsons / Safeway	SC: General Foods PO#13046	58.67	19-255-5060	
10/02/2024	102102	Albertsons / Safeway	SC: General Foods PO#13049	22.64	19-255-5060	
10/02/2024	102102	Albertsons / Safeway	SC: 10 Books of Stamps PO#12939	146.00	03-175-5010	
10/02/2024	102102	Albertsons / Safeway	SC: General Foods PO#13041	31.97	19-255-5060	
10/02/2024	102102	Albertsons / Safeway	SC: General Foods PO#13044	67.02	19-255-5060	
Total 102102	2:			412.17		
10/02/2024	102103	Backwoods Tees	M&C: Town Logo Shirts PO#13129	614.51	01-105-5008	
Total 102103	3:			614.51		
10/02/2024	102104	CivicPlus LLC	Admin: Full Service Supplementation Subscription PO# 12974	685.61	01-115-5025	
10/02/2024	102104	CivicPlus LLC	P&Z:Full Service Supplementation Subscription PO# 12974	685.61	01-125-5025	
Total 102104	4:			1,371.22		
10/02/2024	102105	Huels Services Inc	AP: Fuel Truck Inspection/Calibration PO#13095	1,979.70	04-180-5061	
Total 10210	5:			1,979.70		
10/02/2024	102106	Icon Solutions	Water Dist. Operator of Record- Sept 2024 PO#13132	2,000.00	10-210-5012	
Total 10210	ð:			2,000.00		
10/02/2024	102107	Killum Pest Control	Pest Control - RVPD	90.00	01-130-5062	
10/02/2024	102107	Killum Pest Control	Pest Control - Airport	45.00	04-180-5062	
10/02/2024	102107	Killum Pest Control	Pest Control - Public Works	45.00	02-170-5062	
10/02/2024	102107	Killum Pest Control	Pest Control - WW	45.00	11-215-5062	
10/02/2024	102107	Killum Pest Control	Pest Control - SC	45.00	16-240-5062	
10/02/2024	102107	Killum Pest Control	Pest Control - Animal Control	45.00	01-135-5062	
10/02/2024	102107	Killum Pest Control	Pest Control - Town Hall	45.00	01-145-5062	
Total 102107:				360,00		
10/02/2024	102108	Napa Auto Parts	PD: Tail Lamp PO#12990	148.38	01-130-5024	

M = Manual Check, V = Void Check

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heck Issue Date	Check Number	Payee	Description	Amount	Invoice GL Accou
10/02/2024	102108	Napa Auto Parts	PD: Tail Light 2011 FORD PO#12990	13.00	01-130-5024
10/02/2024	102108	Napa Auto Parts	PD: Serpentine Belt PO#12990	22.93	01-130-5024
10/02/2024	102108	Napa Auto Parts	P&Z: Spin on Fluid Filter - Oil PO#12990	62.66	01-125-5024
10/02/2024	102108	Napa Auto Parts	AP: Cap Screws/Nuts PO#12990	8.64	04-180-5061
10/02/2024	102108	Napa Auto Parts	PD: Battery PO#12990	207.28	01-130-5024
10/02/2024	102108	Napa Auto Parts	WW: Bearing PO#12990	542.05	11-215-5061
10/02/2024	102108	Napa Auto Parts	WW: Motor PO#12990	769.38	11-215-5061
10/02/2024	102108	Napa Auto Parts	WW: Seal/Oil/Timken PO#12990	387.74	11-215-5061
10/02/2024	102108	Napa Aulo Parts	WW: Frieght PO#12990	161.99	11-215-5061
10/02/2024	102108	Napa Auto Parts	AP: Bolts/Tape/Nut/Headlight PO#13098	23.12	04-180-5061
10/02/2024	102108	Napa Auto Parts	AP: Shop Towels x6 PO#13098	24.43	04-180-5059
10/02/2024	102108	Napa Auto Parts	WW: WW: Frieght [CREDIT] PO#12990	161.99-	11-215-5061
Total 10210	8:			2,209.61	
10/02/2024	102109	Dale & Jennie Slaker	Ramada:Liberty Park; Celebration of Life-Family Changed Location	25.00	01-000-4033
10/02/2024	102109	Dale & Jennie Slaker	Ramada:Liberty Park; Celebration of Life-Family Changed Location	50.00	01-000-2027
Total 10210	9:			75.00	
10/02/2024	102110	Commnet Broadband	Room Rental - Depost Refund PO#13127	50.00	01-000-2027
Total 10211	0:			50.00	
10/02/2024	102111	WMRMC	Trailer Rental Refund (non-profit) PO#13126	75.00	01-000-4033
10/02/2024	102111	WMRMC	Trailer Rental Refund (non-profit) PO#13126	200.00	01-000-2027
Total 10211	1:			275.00	
10/02/2024	102112	R&M Photography	Parks: Laser Engraving Liberty Park Sign PO#12699	10.00	01-160-5030
10/02/2024	102112	R&M Photography	M&C: Laser Engraving - FF Plaque PO#12699	350.00	01-105-5020
Total 10211	2:			360.00	
10/02/2024	102113	Rhinehart Oil Co. LLC	End of Month 0924 - Admin	34.71	01-115-5011
10/02/2024	102113	Rhinehart Oil Co. LLC	End of Month 0924 - PD	1,005.35	01-130-5011
10/02/2024	102113	Rhinehart Oil Co. LLC	End of Month 0924 - AC	48.50	01-135-5011
10/02/2024	102113	Rhinehart Oil Co. LLC	End of Month 0924 - Bldg Maint	148.79	01-145-5011
10/02/2024	102113	Rhinehart Oil Co. LLC	End of Month 0924 - Shop	144.17	01-155-5011
10/02/2024	102113	Rhinehart Oil Co. LLC	End of Month 0924 - SC NACOG Home Delivery	39.52	15-235-5011
10/02/2024	102113	Rhinehart Oil Co. LLC	End of Month 0924 - SC Spv Transp	39.52	42-365-5011
10/02/2024	102113	Rhinehart Oil Co. LLC	End of Month 0924 - Parks	167.03	01-160-5011

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Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Accoun
10/02/2024	102113	Rhinehart Oil Co. LLC	End of Month 0924 - HURF	251.70	02-170-5011
10/02/2024	102113	Rhinehart Oil Co. LLC	End of Month 0924 - AP	95.77	04-180-5011
10/02/2024	102113	Rhinehart Oil Co. LLC	End of Month 0924 - Water	91.22	10-210-5011
10/02/2024	102113	Rhinehart Oil Co. LLC	End of Month 0924 - Sewer	261.70	11-215-5011
10/02/2024	102113	Rhinehart Oil Co. LLC	End of Month 0924 - SC NACOG Transp	39.52	13-225-5011
Total 102113:	:			2,367.50	
10/02/2024	102114	Shamrock Foods Co	General Food-Applesauce/Pancake/Fruit PO#13052	1,199.38	19-255-5060
Total 102114:	:			1,199.38	
10/02/2024	102115	Simpliverified	AC - Background Check: Hodges, Ricky PO#13128	122.50	01-135-5012
Total 102115	:			122.50	
10/02/2024	102116	Springerville Automotive	PD: Tire repair Unit #112 PO#13023	20.00	01-130-5024
Total 102116	:			20.00	
10/02/2024	102117	Standard Insurance Co, RA	Premium OCT 2024 - Admin	64.80	01-115-5004
10/02/2024	102117	Standard Insurance Co, RA	Premium OCT 2024 - Finance	53.41	01-120-5004
10/02/2024	102117	Standard Insurance Co, RA	Premium OCT 2024 - P&Z	32.40	01-125-5004
10/02/2024	102117	Standard Insurance Co, RA	Premium OCT 2024 - PD	350.33	01-130-5004
10/02/2024	102117	Standard Insurance Co, RA	Premium OCT 2024 - AC	27.59-	01-135-5004
10/02/2024	102117	Standard Insurance Co, RA	Premium OCT 2024 - Bldg Maint	18.59	01-145-5004
10/02/2024	102117	Standard Insurance Co, RA	Premium OCT 2024 - UofA SNAP	23.00	55-430-5004
10/02/2024	102117	Standard Insurance Co, RA	Premium OCT 2024 - Shop	9.54	01-155-5004
10/02/2024	102117	Standard Insurance Co, RA	Premium OCT 2024 - Parks	18.31	01-160-5004
10/02/2024	102117	Standard Insurance Co, RA	Premium OCT 2024 - HURF	78.21	02-170-5004
10/02/2024	102117	Standard Insurance Co, RA	Premium OCT 2024 - SC	32.40	03-175-5004
10/02/2024	102117	Standard Insurance Co, RA	Premium OCT 2024 - Water	75.73	10-210-5004
10/02/2024	102117	Standard Insurance Co, RA	Premium OCT 2024 - Sewer	77.24	11-215-5004
Total 102117	? :			806.37	
10/02/2024	102118	Sunstate Technology Group	October 2024 statement: Computers - Admin	268.89	01-115-5036
10/02/2024	102118	Sunstate Technology Group	October 2024 statement: Computers - Finance	268.89	01-120-5036
10/02/2024	102118	Sunstate Technology Group	October 2024 statement: Computers - P&Z	134.45	01-125-5036
10/02/2024	102118	Sunstate Technology Group	October 2024 statement: Computers - PD	2,688.91	01-130-5036
10/02/2024	102118	Sunstate Technology Group	October 2024 statement: Computers - HC	268.89	01-150-5036
10/02/2024	102118	Sunstate Technology Group	October 2024 statement: Computers - HURF	537.78	02-170-5036

Check Register - Consent Agenda AP's Check Issue Dates: 9/10/2024 - 10/7/2024

heck Issue Date	Date Check Number Payee Description		Amount	Invoice GL Accou	
10/02/2024	102118	Sunstate Technology Group	October 2024 statement: Computers - AP	268.89	04-180-5036
10/02/2024	102118	Sunstate Technology Group	October 2024 statement: Computers - Water	134.45	10-210-5036
10/02/2024	102118	Sunstate Technology Group	October 2024 statement: Computers - Sewer	134.45	11-215-5036
10/02/2024	102118	Sunstate Technology Group	October 2024 statement: Computers - SC	537.78	20-260-5036
10/02/2024	102118	Sunstate Technology Group	October 2024 statement: Phones - Admin	43.66	01-115-5016
10/02/2024	102118	Sunstate Technology Group	October 2024 statement: Phones - Finance	32.75	01-120-5016
10/02/2024	102118	Sunstate Technology Group	October 2024 statement: Phones - P&Z	10.92	01-125-5016
10/02/2024	102118	Sunstate Technology Group	October 2024 statement: Phones - PD	174.63	01-130-5016
10/02/2024	102118	Sunstate Technology Group	October 2024 statement: Phones - AC	10.92	01-135-5016
10/02/2024	102118	Sunstate Technology Group	October 2024 statement: Phones - HC	32.75	01-150-5016
10/02/2024	102118	Sunstate Technology Group	October 2024 statement: Phones - HURF	21.83	02-170-5016
10/02/2024	102118	Sunstate Technology Group	October 2024 statement: Phones - AP	32.75	04-180-5016
10/02/2024	102118	Sunstate Technology Group	October 2024 statement: Phones - Water	10.92	10-210-5016
10/02/2024	102118	Sunstate Technology Group	October 2024 statement: Phones - Sewer	10.92	11-215-5016
10/02/2024	102118	Sunstate Technology Group	October 2024 statement: Phones - SC		16-240-5016
Total 10211	3:			5,797.97	
10/02/2024	102119	Tow to the Rescue	Impound Tow 2024-0310 6/28/24 Arrest PO#13024	312.54	01-130-5070
10/02/2024	102119	Tow to the Rescue	Impound Tow 2024-0309 6/28/24 Arrest PO#13024	312.54	01-130-5070
Total 10211) :			625.08	
10/02/2024	102120	Trusted Tech Team Inc	M&C- MS365 Lic Oct 2024	59.95	01-105-5027
10/02/2024	102120	Trusted Tech Team Inc	Admin- MS365 Lic Oct 2024	47.96	01-115-5027
10/02/2024	102120	Trusted Tech Team Inc	Finance- MS365 Lic Oct 2024	35.97	01-120-5027
10/02/2024	102120	Trusted Tech Team Inc	P&Z- MS365 Lic Oct 2024	11.99	01-125-5027
10/02/2024	102120	Trusted Tech Team Inc	HURF- MS365 Lic Oct 2024	59.95	02-170-5027
10/02/2024	102120	Trusted Tech Team Inc	SC- MS365 Lic Oct 2024	68,96	03-175-5027
10/02/2024	102120	Trusted Tech Team Inc	AP- MS365 Lic Oct 2024	23.98	04-180-5027
10/02/2024	102120	Trusted Tech Team Inc	Water- MS365 Lic Oct 2024	35.97	10-210-5027
10/02/2024	102120	Trusled Tech Team Inc	Sewer- MS365 Lic Oct 2024	23.98	11-215-5027
10/02/2024	102120	Trusted Tech Team Inc	PD- MS365 Lic Oct 2024	128.91	01-130-5027
10/02/2024	102120	Trusted Tech Team Inc	PD- MS365 Lie Oct 2024 [CREDIT]	.70-	01-130-5027
10/02/2024	102120	Trusted Tech Team Inc	AC- MS365 Lic Oct 2024	11.99	01-135-5027
10/02/2024	102120	Trusted Tech Team Inc	Bldg Maint- MS365 Lic Oct 2024	11.99	01-145-5027
10/02/2024	102120	Trusted Tech Team Inc	HC-MS365 Lic Oct 2024	47.96	01-150-5027
10/02/2024	102120	Trusted Tech Team Inc	Park- MS365 Lic Oct 2024	11.99	01-160-5027
Total 10212	0:			580.85	
10/02/2024	102121	Daniel Maldonado	Deposit Refund Water on Final bill 10027001 PO#13131	2.41	10-000-2025

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heck Issue Date	Date Check Number Payee Description		Amount	Invoice GL Account	
10/02/2024	102121	Daniel Maldonado	Deposit Refund Sewer on Final bill 10027001 PO#13131	2.41	11-000-2025
Total 102121	1:			4.82	
10/02/2024	102122	Valley Imaging Solutions	Senior Center Cont #CN041-01 base rate 08/24/2024 to 09/23/2024	42.09	16-240-5061
Total 102122	2:			42.09	
10/02/2024	102123	Verizon Wireless	P&Z - Aug 23-Sep 22 Statement	91.68	01-125-5016
10/02/2024	102123	Verizon Wireless	PD - Aug 23-Sep 22 Statement	590.08	01-130-5016
10/02/2024	102123	Verizon Wireless	HURF - Aug 23-Sep 22 Statement	28.67	02-170-5016
10/02/2024	102123	Verizon Wireless	AP - Aug 23-Sep 22 Statement	51.67	04-180-5016
10/02/2024	102123	Verizon Wireless	Water - Aug 23-Sep 22 Statement	83.18	10-210-5016
10/02/2024	102123	Verizon Wireless	Sewer - Aug 23-Sep 22 Statement	57.34	11-215-5016
10/02/2024	102123	Verizon Wireless	Bidg Maint - Aug 23-Sep 22 Statement	25.84	01-145-5016
10/02/2024	102123	Verizon Wireless	SC SPV Transport Aug 23-Sep 22 Statement	51.67	42-365-5016
Total 102123	3:			980.13	
10/02/2024	102124	Nations Best	Parks: 5X2X6X12 pOST po#12992	57.22	01-160-5047
10/02/2024	102124	Nations Best	Parks: 5x2x6x12 Post PO#12992 [CREDIT]	57.22-	01-160-5047
10/02/2024	102124	Nations Best	Parks: 5x2x6x12 Post PO#12992	57.22	01-160-5047
10/02/2024	102124	Nations Best	WW: 1x3 Hydrant PO#12992	109.09	11-215-5129
10/02/2024	102124	Nations Best	HURF: Clear Sealant/Bolts/Nuts/Screws PO#12992	20.69	02-170-5080
10/02/2024	102124	Nations Best	HURF: Hammer Bit PO#12992	10.67	02-170-5073
10/02/2024	102124	Nations Best	HURF: 2x4x10 Posts x6 PO#12992	35.94	02-170-5080
Total 102124	4:			233.61	
10/07/2024	102125	Master Meter Inc.	AMR Meters - Software/Hardware/Registration PO#12994	292,260.83	10-210-5071
10/07/2024	102125	Master Meter Inc.	AMR Meters - Software/Hardware/Registration PO#12994	292,260.83- \	/ 10-210-5071
Total 10212	5:			.00	
10/07/2024	102126	Master Meter Inc.	AMR Meters - Software/Hardware/Registration PO#12994	292,260.83	10-210-5071
10/07/2024	102126	Master Meter Inc.	AMR Meters - Software/Hardware/Registration PO#12994	292,260.83-	/ 10-210-5071
Total 10212	6:			.00	
10/07/2024	102127	Void Check		.00	,

Town of Springervill	e			Check Register - Consent Agenda AP's Check Issue Dates: 9/10/2024 - 10/7/2024		Page: 16 Oct 07, 2024 03:06PM
Check Issue Date	Check Number		Рауее	Description	Amount	Invoice GL Account
Total 102127	:				.00	
10/07/2024	102128	Void Check			.00	<i>s</i>
Total 102128	:				.00	
10/07/2024	102129	Master Meter Inc.		AMR Meters - Software/Hardware/Registration PO#12994	292,260.83	10-210-5071
Total 102129	:				292,260.83	
Grand Totals:					504,747.25	

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Summary by General Ledger Account Number



TOWN COUNCIL REGULAR MEETING

Minutes

Wednesday, September 18, 2024 at 6:00 pm

Attendees: Staff: Town Manager Tim Rasmussen, Town Clerk Kelsi Miller, Town Attorney Brandon Kavanagh (telephonically), Chief of Police Dayson Merrill, Police Department Admin Amy Sloane, Public Works Director Robert Pena, Planning and Zoning Director Stormy Palmer

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

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

TOWN COUNCIL MEETING: 6:00 P.M.

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE:

Minutes:

Mayor Reidhead called the meeting to order at 6:00 p.m. Kay Dyson led the pledge of allegiance.

2. INVOCATION:

Minutes:

Robert Sandoval offered the invocation.

3. ROLL CALL:

Minutes:

Present: Shelly Reidhead, Mayor; Richard Davis, Vice-Mayor; Douglas Henderson, Councilor; Donald Scott, Councilor; Florencio Lozoya, Councilor

4. PUBLIC PARTICIPATION:

Minutes:

Terry Shove addressed the Mayor and Council. She reported on the progress of the primary school and dome following the latest flooding. She explained that most of the delays at this point pertain to the contamination from the flooding. They are trying different disinfectants on the turf. It had one unsuccessful disinfectant and now waiting for the testing from the second round. She

reported that soccer, football, and volleyball are in full swing. Homecoming will be the weekend of October 9th.

5. COUNCIL, MANAGER AND STAFF REPORTS:

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

Minutes:

Councilor Douglas Henderson reported on attending a Public Safety Personnel Retirement System Local Board meeting on June 29th.

Councilor Florencio Lozoya reported on attending the League Annual Conference in Phoenix.

Mayor Shelly Reidhead reported on attending the Springerville Rib Burn event and that it keeps growing bigger and bigger. She reported on a grand opening/ribbon cutting for a motorsports shop in Springerville. She explained she met with Judge Latham regarding a new charter for the local Boys and Girls Club. They toured the former NPC building and will have an inspection done on it. They will be rebranding the club.

Councilor Donald Scott reported he also attended the Rib Burn and was a judge for it.

b. Staff Reports: Summary Updates

Minutes:

Dayson Merrill Chief of Police reported that Council can review the full statistics from the department in their packet. He highlighted the total arrests based on misdemeanors and felonies. He reported on recent training including all officers being trained on the new tasers, Bevington and volunteer Sloan attended a background check training, and Amy has attended multiple trainings regarding records. They participated in the walk to school day, met with animal rescue personnel to see how we could help each other, and held a PSPRS meeting on August 29. He gave an overview of current staffing, Sergeant Holmes has taken a position for Eloy Police Department, we will miss him and wish him the best. Danielle is currently doing animal control on weekends as a part-time employee and we are interviewing soon for the full-time position. He reported on the successes the three police cadets are having at the academy, they are all doing well and showing great leadership. Manager Rasmussen asked him to explain what the PSPRS Drops program was, he explained once a Tier 1 officer has hit his 20 years he can choose to go into a Deferred Retirement Option Plan. Mayor Reidhead asked if the County Attorney's Office mess is affecting the police department. He said minimally, some cases have been sent to Brett to prosecute and some have been dropped. The bigger cases are going forward and our officers have been attending court.

Robert Pena the Public Works Director reported that they have been busy on multiple projects from North Pima, the North West sewer project, and Weinema.

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

Minutes:

Manager Rasmussen reported on the grant progress. We accepted grants from SRP/TEP in the amount of \$25,000 to go towards our WIFA AMR's grant match, a grant to hire a consultant to help us with our Master Plan, and an EDA grant for \$248,000 for the

engineering for the Light Industrial Park by the airport. In the last two years, we have successfully written four grants totaling over \$822,000. He will be writing a utility grant for another \$ 25,000 to help pay for the grant writer for economic grants. He reported on grant activity for the replacement of Weineima Bridge which was estimated to cost \$1.4 million. We have received \$750,000 from an Economic Development Initiative grant. He reported on a conversation with the FAA concerning the Lava Run Wind farms, the original plan was for the closest turbine to be 10 miles away from town, the new map shows the closest turbine less than 4 miles from Becker Lake and only 6 miles from our airport. The FAA explained an obstruction analysis review would need to be done. We also contacted St. John airport manager, who was unaware of the proximity to their airport. He reported on the open positions in the town and planned interview dates. Fall Fest will be held on October 5th at Town Hall. We have a bid closing for the AMR Installation projection on October 1st. Lastly, he reported we are currently advertising an RFP for the lease of 225 E Main Street. Mayor Reidhead asked if we have received our opioid settlement money yet. Manager Rasmussen said we have not. She was told the county has had it and has been holding on to it for two years.

6. CONSENT ITEMS:

Minutes:

ACTION: Motioned by Councilor Douglas Henderson, seconded by Vice Mayor Richard Davis to approve consent items 6a, 6b, and 6c as presented.

DISCUSSION: None

Vote results:

Ayes: 5 / Nays: 0

- a. Consider ratification and approval of the accounts payable register from August 9,2024 through September 9, 2024.
- b. Consider approval of August 14, 2024 Special Council Meeting Minutes.
- c. Consider approval of August 20, 2024 Special Council Meeting Minutes.
- 7. PRESENTATION: AZ DEPARTMENT OF ENVIRONMENTAL QUALITY

Minutes:

This item was tabled.

8. PUBLIC HEARING: ORDINANCE 2024-002

Minutes:

FIRST ACTION: Motioned by Vice Mayor Richard Davis, seconded by Councilor Donald Scott to enter into a Public Hearing to take public and Council comments on proposed ordinance 2024-002.

Vote results: Ayes: 5 / Nays: 0

PUBLIC HEARING DISCUSSION: No comments were made.

SECOND ACTION: Motioned by Councilor Donald Scott, seconded by Councilor Florencio

Lozoya to leave the public hearing and enter back into the regular session.

DISCUSSION: None

Vote results: Ayes: 5 / Nays: 0

9. FIRST READING: ORDINANCE 2024-002

Minutes:

FIRST READING: Vice Mayor Richard Davis completed the first reading of Ordinance 2024-002 AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF SPRINGERVILLE, ARIZONA, AMENDING TITLE 6, "ANIMALS" CHAPTER 6.08 IMPOUND OF ANIMALS -SECTIONS 6.08.010 NOTICE TO OWNERS OF IMPOUNDMENT; 6.08.040 REDEMTION OF IMPOUNDED ANIMALS; AND CHAPTER 6.04 RULES AND REGULATIONS - SECTION 6.04.100 NUMBER OF ANIMALS ALLOWED, OF THE TOWN OF SPRINGERVILLE TOWN CODE; AND ESTABLISHING AN EFFECTIVE DATE.

10. ROAF COMPLAINT:

Minutes:

FIRST ACTION: Motioned by Councilor Donald Scott, seconded by Vice Mayor Richard Davis to enter into executive session for item 10.

DISCUSSION: None

Vote results: Ayes: 5 / Nays: 0

SECOND ACTION: Motioned by Vice Mayor Richard Davis, seconded by Councilor Donald Scott to leave the executive session and enter back into the regular session.

DISCUSSION: None

Vote results: Ayes: 5 / Nays: 0

11. WHITE MOUNTAINS FLOWER COMPLAINT:

Minutes:

FIRST ACTION: Motioned by Councilor Donald Scott, seconded by Councilor Doug Henderson to enter into executive session for item 11.

DISCUSSION: None

Vote results: Ayes: 5 / Nays: 0

SECOND ACTION: Motioned by Vice Mayor Richard Davis, seconded by Councilor Donald Scott to leave the executive session and enter back into the regular session.

DISCUSSION: None

Vote results: Ayes: 5 / Nays: 0

12. TOWN MANAGER CONTRACT:

Minutes:

FIRST ACTION: Motioned by Councilor Douglas Henderson, seconded by Councilor Donald Scott to enter into executive session for item 12.

DISCUSSION: None

Vote results: Ayes: 5 / Nays: 0

SECOND ACTION: Motioned by Councilor Donald Scott, seconded by Vice Mayor Richard Davis to leave the executive session and enter back into the regular session.

DISCUSSION: None

Vote results: Ayes: 5 / Nays: 0

13. ADJOURNMENT:

Minutes: The meeting was adjourned at 7:27 p.m.	
Shelly Reidhead, Mayor	
ATTEST:	
	-
Kelsi Miller, Town Clerk	
I hereby certify that the foregoing is a true and copy of	of the minutes of the Springerville Town
Council in a Regular 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 09/25/2024 at 9:57 AM



Minutes

Wednesday, October 2, 2024 at 5:30 pm

Attendees: Staff: Town Manager Tim Rasmussen, Town Clerk Kelsi Miller, Town Attorney Brandon Kavanagh (telephonically), Planning and Zoning Director Stormy Palmer

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

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

TOWN COUNCIL SPECIAL MEETING: 5:30 PM

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE:

Minutes:

Mayor Reidhead called the meeting to order at 5:30 p.m. Bill Lucas led the pledge of allegiance.

2. ROLL CALL:

Minutes:

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

Donald Scott, Councilor; Florencio Lozoya, Councilor

A quorum is present.

NEW BUSINESS

3. 225 EAST MAIN STREET LEASE:

Minutes:

FIRST ACTION: Motioned by Councilor Donald Scott, seconded by Vice Mayor Richard Davis to enter into executive session. **Vote Result** : 5 Ayes / 0 Nays

SECOND ACTION: Motioned by Councilor Donald Scott, seconded by Vice Mayor Richard Davis to leave executive session and enter back into regular session at 5:58 p.m.

Vote Result : 5 Ayes / 0 Nays

THIRD ACTION: Motioned by Councilor Doug Henderson, seconded by Vice Mayor Richard Davis to approve the two year lease agreement for 225 East Main Street to Eclectica LLC for the monthly base rent of \$3,085.75 per month contingent on reviewing the deed for any restrictions. DISCUSSION: Attorney Kavanagh explained he is recommending we accept the RFP award at this time and bring the lease agreement back at the next meeting so we can finalize some additional language.

AMENDED ACTION: Motioned by Councilor Doug Henderson, seconded by Vice Mayor Richard Davis to amend the motion to accept and award the RFP to Eclectica LLC contingent on no deed restrictions.

Vote Result : 5 Ayes / 0 Nays

4. ADJOURNMENT:

Minutes: The meeting was adjourned at 6:00 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 Springerv	ille Town
Council in a Special Meeting on I further certify the	at the meeting
was duly called and a quorum was present.	
Dated this day of, 2024	
Kelsi Miller, T	own 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 if their is a call to the public. All comments must be submitted by 5:00 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 10/03/2024 at 12:38 PM

TOWN OF SPRINGERVILLE MEMORANDUM

TO:Springerville Town CouncilFROM:Rober Pena Jr. - Public Works DirectorDATE:10/16/2024SUBJECT:AMR Meter Installation

SUGGESTED MOTION:

I move we approve the bid proposal from Phoenix Water Solutions at the submitted extended bid price of \$273,246.10 to perform the installation of the automated meter read meters partially funded by the WIFA Grant.

OR

I move we do not approve the bid.

OR

I move we table this item.

STAFF REPORT:

The bid from Phoenix Water Solutions meets the requirements from the Town of Springerville Purchasing Policy as well as those from Water Infrastructure Finance Authority. Approval of this bid proposal will allow both entities the Town of Springerville as well as Phoenix Water Solutions to begin progression on the installation of the meters.

The bid opening was held on October 1, 2024, and we only received a bid from Phoenix Water Solutions. The bid was complete and appears to be in accordance with the instructions for the bidder.

Robert Pena Jr.

Town of Springerville AMR Meter Installation Bid Opening Sign in Sheet October 1, 2024 2:00 p.m.

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AMR Meter Installation

Tally of Bids

Bids are listed in the order of opening at Springerville Town Hall on October 1, 2024 2:00pm

Name of Bidder	Bid Amount
Phoenix Water Solutions	Base 172,317,28
	Extended 273,246.10

.



Automated Meter Reading Equipment Installation

Project No: 222130.7022

Bid Due Date: 10/01/2024 2:00 PM MST

Created by:

Phoenix Water Solutions 1606 E University Dr Suite 109 Phoenix, AZ 85034 (602) 445-3943

Prepared for:

Town of Springerville 418 E Main Street Springerville, Arizona 85938 928-333-2656

WATER SOLUTIONS

YOUR GUIDE TO OUR METER SERVICING



OUR METER SERVICING EXPERTISE

We are dedicated to providing exceptional meter servicing that aligns with our core values of water conservation, client return on investment (ROI), and seamless service integration. With us, we know how key it is to have water meters that work right and give you the information you need.

NATIONWIDE REACH





Full time Technicians covering 25 States

We have offices in Florida, Arizona, California, Michigan, and Texas.



- Turnkey Solutions
- Quantified ROI
- Proactive Solutions
 - Water Utility Experts
- Oata-Driven Services
- Simplified Payment Solutions
- Commitment to Relationships
- Sector Conservation Leadership

WHERE NEED MEETS EXPERTISE

Versatile System Knowledge: Proficient with a wide range of metering systems. Custom Pricing Models: Flexible pricing to meet unique customer requirements.



Who We Are

We were founded in 2015 with a mission to elevate the country's water conservation standards through technology and service. We build and support solutions that reduce waste and address our partner's and customer needs.

Our Mission

Phoenix Water Solutions strives to conserve our most precious resource by installing data-driven technologies and sustainable infrastructure. Through our services, we reduce waste and make communities proactive with their water management turning their expense into an asset.

Detailed Documentation Process

- GPS Coordinates: Precise location tracking.
- Serial Numbers: Ensuring accurate identification.
- Time Stamps: Verifiable service times.
- Photos: Visual proof of condition and service.
- Field Notes: Comprehensive records of visit.

Customized Service Approach

- Tailored systems for seamless data integration.
- Strategic use of specialized tools for enhanced partnership support.

Professionalism in Action

- Technicians provide live updates.
- Company-branded uniforms and vehicles for easy recognition.
- Thorough final checks to guarantee perfect functioning.

GET IN TOUCH WITH US

📞 602-962-9348

SERVICES OFFERED

VAULT METER INSTALLS

Our Technicians are Confined Space Certified for vault meter installations.

LARGE METER CAPABILITY

We also specialize in servicing large meters, including those in vaults or wells, ranging from 3 to 10 inches.

MONTHLY READING SERVICE

Our monthly water meter reading service ensures accuracy and timeliness for billing cycles.

MUNICIPAL & PRIVATE SECTOR COLLABORATION

We are equipped to handle the needs of both private companies and public entities, offering contracted services for comprehensive water meter management.

GENERAL METER SERVICING

We install comprehensive ¾-inch and 1-inch metering systems, suitable for both indoor and outdoor applications.

WE STAND OUT WITH OUR EXTENSIVE KNOWLEDGE IN SERVICING A VAST ARRAY OF METER SYSTEMS:









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Phoenix Water Solutions RFP Preparation Overview

Phoenix Water Solutions (PWS) is proud to present our response to the Town of Springerville's RFP for Automated Meter Reading (AMR) Equipment Installation. We are committed to assisting Springerville in seamlessly integrating its upgraded utility system, combining precision, technological innovation, and a customer-focused approach.

Experience & Expertise

PWS has extensive experience in metering applications across residential and commercial properties. Our proven track record in implementing complex metering solutions includes water, electric, and BTU meters, ensuring accurate and reliable data collection. We recognize the importance of precision in utility management, and our team is equipped to deliver top-tier service with a focus on excellence and customer satisfaction.

Alignment with Mission & Values

Our company's values align closely with the core strategies of Springerville's AMR Equipment Installation RFP. We prioritize integrity, excellence, and customer satisfaction—values that are also central to Springerville's mission. This shared vision fosters a collaborative environment where mutual goals are achieved through dedication and innovation.

Nationwide Presence

With a strong network of skilled technicians across the country, and a particularly strong presence in Arizona, PWS is well-positioned to manage this project efficiently. Our nationwide reach ensures prompt responses to location-specific needs and consistent quality across all service locations.

Turnkey Contractor Capabilities

As a turnkey contractor, PWS offers comprehensive solutions from project initiation to completion. Our integrated approach allows us to maintain high levels of control over every aspect of the project, ensuring that quality standards are consistently met. This end-to-end management guarantees that the final output will not only meet but exceed client expectations.

Quality Control & Assurance

Quality is at the forefront of our operations. We implement rigorous quality control measures at every stage to ensure all installations and integrations are performed to the highest standards. Our commitment to excellence ensures that the Town of Springerville can rely on the durability and reliability of the solutions we provide.

Executive Summary

Phoenix Water Solutions is fully prepared to implement an Advanced Meter Reading (AMR) system for the Town of Springerville, located in the White Mountains of Northeastern Arizona. The town seeks to modernize its water service infrastructure, replacing a diverse range of existing meters that serve both commercial and residential applications. This project requires a blend of precision, technological integration, and customer-focused solutions.

Our proposal encompasses the installation of a wide range of water meters, including:

- (806) 3/4" meters
- (111) 1" meters
- (5) 1.5" meters
- (39) 2" meters
- (1) 3" meter
- (1) 4" meter
- (373) No. 1-4 Meter Box

These installations are primarily in outdoor pit boxes with depths ranging from 24" to 36". The project necessitates careful planning and logistics to ensure clean and accessible work environments at each service location.

Variable Costs and Installation Specifics

Our proposal accounts for several variable costs identified during our initial assessment, ensuring successful project execution:

- Pitbox Excavation, Removal & Reset: Considering Springerville's climate and the depth of service lines, we
 have accounted for the excavation and resetting of pit boxes to facilitate proper access and smooth meter
 installations.
- Sawcut Asphalt/Concrete: Precise saw cutting is required for meter installations in commercial settings, ensuring minimal disruption and effective site restoration. PWS assumes that the Town will manage the final repouring of asphalt or concrete.
- **Curb Stop/Angle Stop Valve Replacement:** We provide comprehensive documentation and installation support for any service locations with poor or inoperable valves, which is essential for ensuring system integrity and functionality.
- Leak Repairs: Our team is prepared to address any leak repairs critical for the system's integration and operational success.

Commitment to Quality and Efficiency

As a local contractor deeply rooted in the community and committed to water conservation, Phoenix Water Solutions pledges high-quality service and adaptable solutions. Our proposal is backed by a detailed Pre-Con Assessment, ensuring every aspect of the project aligns with Springerville's requirements. Our mutual goal is the successful deployment of an AMI system within the anticipated 180-day timeline.

Communication & Management Process

Phoenix Water Solutions (PWS) is committed to maintaining transparent and effective communication with our clients throughout the project lifecycle. Our approach ensures clients have real-time access to data, can review financial information, and receive regular updates on project progress. This plan outlines our communication strategies, data access methods, and meeting cadences to foster a strong working relationship and keep projects on track.

Real-Time Data Access:

- 1. Client Portal:
 - Real-Time Data: Clients can access a secure online project tracker to view real-time data collected from each service location, including photos, serial numbers, timestamps, GPS coordinates, and additional notes.
 - **Financial Data:** The project tracker provides up-to-date financial information, allowing clients to review budget status, expenditures, and forecasts.
 - Customizable Dashboards: Clients can customize their dashboards to track critical metrics specific to their project goals and requirements.

Communication Strategy:

1. Daily Communication:

PWS sends daily emails summarizing the day's activities, including key metrics, progress updates, and any issues encountered.

2. Weekly Communication:

A comprehensive weekly email is sent, including a detailed summary of the week's activities, financial updates, and progress towards project milestones. Project documentation and information will be provided in Excel and CSV report at the closeout of each week. Additional formats can be provided upon request.

Meeting Cadences:

- 1. Weekly Meetings:
 - Scheduled Meetings: Weekly meetings are scheduled with clients to discuss progress, review data, address any concerns, and plan for the upcoming week.
 - Meeting Agenda:
 - 1. Review of the previous week's activities and data
 - 2. Discussion of any issues or changes needed
 - 3. Financial review and budget status
 - 4. Planning for the next week
 - 5. Q&A session
- 2. Daily Check-Ins:
 - **On-Site Personnel:** Daily check-ins with on-site personnel ensure that any immediate issues are addressed promptly and that progress is monitored closely.
 - **Brief Updates:** These check-ins include brief updates on daily tasks, any challenges faced, and verification of data collected.

Documentation:

- Project Management and Quality Control
 - Detailed documentation of all required scopes of work at each service location.
 - · Transparent communication with Town of Springerville to support any necessary adjustments.
 - Regular updates and coordination with Town of Springerville to ensure project alignment with community requirements.

Project Timeline

- Target start date: October/November 2024, following a Notice to Proceed.
- Estimated project duration: 180 days, contingent upon weather conditions, variables, or additional requirements.
- All water meters and appurtenances will be installed, complete and operational within 180 calendar days of the effective date of the agreement between Town of Springerville and PWS contingent upon weather conditions & additional requirements.
- A final schedule will be developed between PWS and the Town of Springerville, providing a reliable approach to the project installation, integrations, testing, and functional compliance.
- Continuous collaboration with Town of Springerville to adhere to timeline requirements and ensure timely completion.

Data Capture & QC:

- Scope of work & documentation at each service connection includes:
 - Arrival & departure photos.
 - Legacy Meter Read/Serial Number.
 - New Meter Read/Serial Number.
 - Endpoint Serial Number.
 - Meter Diameter.
 - Meter Subtype.
 - Meter Manufacturer.
 - Meter Model.
 - Lot/Address.
 - Cycle & Route.
 - Pit box conditions.
 - Valve Position.
 - Type, condition, and size of customer and utility service lines.
 - Field notes: Gaskets, Condition of connection fittings, meter couplings, valves, pit box excavation & dig out requirements.

Adherence to Project Standards & Practices:

- **Materials Handling:** All materials provided to Phoenix Water Solutions during the installation will be new, defect-free, and accompanied by warranties that meet or exceed industry standards, ensuring longevity and reliability.
- **Professional Execution:** Our installation team will operate in a professional, timely, and workmanlike manner. We are committed to maintaining a clean work area and minimizing disruptions to Town of Springerville customers.

- **Customer Communication:** SOPs established for notifying Town of Springerville customers of impending work to prepare them for any temporary disruptions.
- Documentation and Compliance:
 - Accurate recording of all meter locations by serial number, GPS coordinates, and lot addresses.
 - Current readings of Legacy meters will be strictly adhered to.
 - Reporting and documenting the type and condition of the service line on both the customer and utility sides at each service location.
- Warranty & Support: All labor provided by Phoenix Water Solutions will be warrantied for one year, ensuring peace of mind and reliability for Town of Springerville.
- **Performance Guarantee:** Ensure that all serviced locations are online and functioning correctly for at least 5 days before considering the job complete, thus minimizing the need for return visits and additional costs.

Customization and Flexibility:

- 1. Tailored Metrics:
 - **Customizable Data Collection:** The data collection process can be tailored to capture specific metrics that are critical to the client's project goals.
 - **Real-Time Adjustments:** Clients can request adjustments to the data being tracked and the format in which it is presented to meet their evolving needs.
- 2. Client-Specific Goals:
 - **Goal Alignment:** Regular communication and meetings ensure that the project remains aligned with the client's goals, allowing for any necessary changes to be made in real-time.

By adhering to this Communication & Management Process plan, PWS ensures that clients are well-informed, engaged, and satisfied with the progress of their projects. This structured approach supports effective project management, timely completion, and the achievement of client goals.

Hi team,

Here is an update for The Huxley project.

Kindly see the attached file for the Place J. --Selance Report Thank you!

Also, please see the Property Excel link for this project here - DProperty Excel - The Huxley (4) xlsx

Below is for June 12, 2024:

I was not advised on how many keys we received this day.

	Stats	
Units Requested	Total Meters Installed	Variance
141	47	94
Timits Requested	Sotal Remote Readers Installed	Variance
0	0	0

METERS READERS

Team Member	5/24/2024	5/30/2024	5/31/2024	6/5/2024	6/12/2024	Total Count
Erick Brito	1	11	9	\$3	13	47
Columbia Color	0					

Skip Distribution

DATE	\$/24/2024	\$490/2024	5/31/2024	6/5/2024	6/12/2024	10190
Erick Brite	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0

Total TRUE SKIPS For This Project: 0

Did we complete FastField Submissions for the day? Yes Did we update the Next Century or Tehama or Inovonics web app? Yes Did we update the Placed In Service Report for the day? Yes Did we update Daily Score Card? Yes Did we update the live project doc with Conservice? Yes Did we update the Ensure Team Member Production? Yes

If you have any questions, please let me know by replying to this email. Thank you!

All the best,



Project Update: Franklin Street



Hi Conservice,

I hope this message finds you well. We are reaching out to provide you with the latest update on the Franklin Street 10% changeout project. We are happy to share our progress on this site.

Please see the stats for this site below as of EOD 3/19/2024:

	Stats	
Units Requested	Total Meters Installed	Variance
84	83	1
Units Requested	Total Remote Readers Installed	Variance
0	49	-49

We have a variance of 1 meter remaining to install to close out the requested 84 meters for this site. Our last day on site was 3/19/2024. We had a damaged meter in our EQ leading us to have 1 more meter remaining to install,

We installed 49 Remote Readers for this site. The -49 variance represents 0 forecasted remote readers.

Thank you for your ongoing support and partnership. We look forward to our continued collaboration. Please let us know if you have any questions.

Best regards,



Monica Ariniego | Admin Assistant

a: Phoenix Water Solutions | 4831 S. 35th Place #2 | Phoenix, AZ 85040 e: monces@phoenixwatercolutions.com | w: www.PhoenixWaterSolutions.com m: +1 602 224 2279 | o: (602) 445-6161

Service Agency & Service Agents

Phoenix Water Solutions (PWS) is a fully registered service agency in the state of Arizona. This registration underscores our commitment to adhering to the highest standards of regulatory compliance and quality assurance in all our operations.

Service Agents:

PWS employs certified service agents who are qualified to perform a wide range of metering and utility services. Our service agents are trained to handle the installation, calibration, and maintenance of water, electric, and BTU meters, ensuring all work complies with state regulations.

Importance of Compliance:

- 1. Regulatory Adherence:
 - State Standards: Compliance with state regulations is critical for the legal operation of metering services. As a registered service agency, PWS ensures that all installations and maintenance activities meet or exceed these standards.
 - Accurate Measurements: Compliance guarantees the accuracy and reliability of measurements, which is essential for billing, resource management, and regulatory reporting.
- 2. Quality Assurance:
 - **Certified Technicians:** Our in-house technicians are certified and continuously trained to stay updated with the latest industry standards and technological advancements.
 - **Consistent Quality:** With certified service agents and in-house technicians, PWS ensures consistent quality and reliability across all projects.

In-House Technicians:

1. Expertise and Efficiency:

- Skilled Workforce: Our team of in-house technicians possesses the expertise required to execute complex metering projects effectively. Their skills are honed through rigorous training and practical experience.
- Seamless Execution: Having in-house technicians allows us to maintain a high level of control over the quality and timeliness of our work, ensuring projects are completed efficiently and to the highest standards.

2. Integrated Service Delivery:

- Turnkey Solutions: PWS offers turnkey solutions, managing all aspects of the project from start to finish. This integrated approach ensures seamless service delivery and simplifies project management for our clients.
- Responsive and Adaptable: Our in-house team can quickly respond to on-site conditions and make necessary adjustments, ensuring that any issues are promptly addressed without compromising project timelines.

Conclusion:

Being a registered service agency in Arizona, coupled with our certified service agents and in-house technicians, positions PWS as a reliable and compliant partner for all metering and utility projects. Our commitment to regulatory adherence, quality assurance, and efficient service delivery ensures that our clients receive the highest standard of service, fostering trust and long-term relationships.

Action Plan

1. Proposal Authorization and Contracting:

Upon approval, Phoenix Water Solutions and the Town of Springerville will review and define the scope of work, deliverables, timeline, and payment terms. A detailed review of the project plan will be carried out to clarify any potential uncertainties and align all parties on expectations.

2. Project Kick-Off:

A project kick-off involving key contacts from Springerville and Phoenix Water Solutions will be scheduled. During this discussion, we will establish the primary point of contact, discuss project specifics, and share our action plan moving forward.

3. Software:

Phoenix Water Solutions will leverage FastField for seamless documentation of each installation throughout the entire project, ensuring smooth operations and effective data handling throughout the project.

4. Logistics Preparation:

A schedule of service locations for Phoenix Water Solutions team members to reference during project duration will be provided to Springerville. Daily routes will be strategically planned to ensure efficient and smooth operations. Schedule deliveries in alignment with the project timeline. Organize storage and access to materials, ensuring the efficient use of resources and minimizing downtime.

5. Installation and Documentation:

Begin installation of water meters throughout Springerville. Record any Variable Items identified at service locations. Installation issues will be rectified immediately, and detailed documentation (including GPS, time stamp, before/after photos, and field notes) will be maintained to support any consequent adjustments. Authorized variable work will ensure any consumable fittings, adapters, couplings, and pipes are used appropriately as per the type of service line.

6. Communication and Progress Reporting:

Progress updates will be provided to keep all parties up-to-date on the project's status, discussing any challenges faced and adjustments needed. Updates will be submitted to ensure transparency and trust.

7. Project Close-Out:

Verify all contracted work and any additional variable items align with the project's scope. Compile a final report detailing all activities, installations, and documentation for review; summarizing achievements, challenges, and lessons learned for future improvement. Conduct a final walkthrough after each day, addressing any concerns or outstanding issues. Obtain formal sign-off from Springerville.

Base Bid

Town of Springerville AMI Project

Phoenix Water Solutions, LLC 1606 E University Dr Ste 109 Phoenix, AZ 85034 (602) 962-9348

Service Address Town of Springerville

418 E Main Street

WATER SOLUTIONS

Contact: Robert Pena Contact Phone: 928-333-5016

Springerville, Arizona 85938

Installation & Project Management	Price	QTY	Subtotal
3/4" Meter Install Installation of 3/4" water meters for remote data collection. Additional software tools are used by Phoenix Water Solutions during each installation for collection of data including GPS, Time Stamps, Before/After Photos, Field Notes, etc. System integration and functional testing.	\$68.68	806	\$55,356.08
1" Meter Install Installation of 1" water meters, incorporating seamless data collection integration. Utilizes Phoenix Water Solutions' precision documentation suite, including GPS, Time Stamps, Before/After Photos, and Field Notes, for optimal system integration.	\$78.48	111	\$8,711.28
1.5" Meter Install Installation of 1.5" water meters, designed for higher flow locations. Each installation is backed by comprehensive field documentation and verification for flawless integration into Eagar's system.	\$165.88	5	\$829.40
2" Meter Install Deployment of 2" water meters suitable for commercial and industrial settings, ensuring minimal disruption and efficient installation. Documentation includes detailed site conditions and functional testing.	\$197.08	39	\$7,686.12
3" Meter Install Implementation of 3" water meters for large-scale service connections, emphasizing meticulous data capture to ensure system reliability and performance.	\$477.88	1	\$477.88
4" Meter Install Installation of 4" water meter. Detailed documentation and testing are paramount for these critical service connections.	\$925.00	1	\$925.00
No. 1 Meter Box (MAG 320) Box Replacement (in Dirt, Gravel, Landscaping, Grass, or Similar). Removal of existing meter box and setting of the new meter box. Includes excavation and backfill of dirt and soil.	\$192.16	300	\$57,648.00

No. 2 Meter Box (MAG 320) Box Replacement (in Dirt, Gravel, Landscaping, Grass, or Similar). Removal of existing meter box and setting of the new meter box. Includes excavation and backfill of dirt and soil.	\$192.16	50	\$9,608.00
No. 3 Meter Box (MAG 320) Box Replacement (in Dirt, Gravel, Landscaping, Grass, or Similar). Removal of existing meter box and setting of the new meter box. Includes excavation and backfill of dirt and soil.	\$192.16	3	\$576.48
No. 4 Meter Box (MAG 320) Box Replacement (in Dirt, Gravel, Landscaping, Grass, or Similar). Removal of existing meter box and setting of the new meter box. Includes excavation and backfill of dirt and soil.	\$192.16	20	\$3,843.20
Project Management, Mobilization & Quality Control Planning, organizing, and supervising the project to successful completion. Systematic monitoring and evaluation processes to uphold and enhance the quality of the project. Secure accommodations and well-equipped, functional facilities necessary for the project's execution and team's welfare.	\$27.68	963	\$26,655.84
	Trad	ė.	172 217 29

Total

\$172,317.28

*Estimates are guaranteed for 30 days after they are proposed. After the 30-day period, estimates are subject to change and may need to be revised. Speak with your representative if you are past your 30-day period stated above. *For projects above five thousand dollars (\$5,000.00), PWS requires a deposit of 50% of the total cost five (5) business days before the project start day. All Proposals Exclude Shipping

Extended Bid

Town of Springerville AMI Project

Phoenix Water Solutions, LLC 1606 E University Dr Ste 109 Phoenix, AZ 85034 (602) 962-9348

Service Address Town of Springerville

418 E Main Street

Springerville, Arizona 85938



Contact: Robert Pena Contact Phone: 928-333-5016

Installation & Project Management	Price	QTY	Subtotal
3/4" Meter Install Installation of 3/4" water meters for remote data collection. Additional software tools are used by Phoenix Water Solutions during each installation for collection of data including GPS, Time Stamps, Before/After Photos, Field Notes, etc. System integration and functional testing.	\$68.68	806	\$55,356.08
1" Meter Install Installation of 1" water meters, incorporating seamless data collection integration. Utilizes Phoenix Water Solutions' precision documentation suite, including GPS, Time Stamps, Before/After Photos, and Field Notes, for optimal system integration.	\$78.48	111	\$8,711.28
1.5" Meter Install Installation of 1.5" water meters, designed for higher flow locations. Each installation is backed by comprehensive field documentation and verification for flawless integration into Eagar's system.	\$165.88	5	\$829.40
2" Meter Install Deployment of 2" water meters suitable for commercial and industrial settings, ensuring minimal disruption and efficient installation. Documentation includes detailed site conditions and functional testing.	\$197.08	39	\$7,686.12
3" Meter Install Implementation of 3" water meters for large-scale service connections, emphasizing meticulous data capture to ensure system reliability and performance.	\$477.88	1	\$477.88
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No. 1 Meter Box (MAG 320) Box Replacement (in Dirt, Gravel, Landscaping, Grass, or Similar). Removal of existing meter box and setting of the new meter box. Includes excavation and backfill of dirt and soil.	\$192.16	300	\$57,648.00

No. 2 Meter Box (MAG 320) Box Replacement (in Dirt, Gravel, Landscaping, Grass, or Similar). Removal of existing meter box and setting of the new meter box. Includes excavation and backfill of dirt and soil.	\$192.16	50	\$9,608.00
No. 3 Meter Box (MAG 320) Box Replacement (in Dirt, Gravel, Landscaping, Grass, or Similar). Removal of existing meter box and setting of the new meter box. Includes excavation and backfill of dirt and soil.	\$192.16	3	\$576.48
No. 4 Meter Box (MAG 320) Box Replacement (in Dirt, Gravel, Landscaping, Grass, or Similar). Removal of existing meter box and setting of the new meter box. Includes excavation and backfill of dirt and soil.	\$192.16	20	\$3,843.20
Project Management, Mobilization & Quality Control Planning, organizing, and supervising the project to successful completion. Systematic monitoring and evaluation processes to uphold and enhance the quality of the project. Secure accommodations and well-equipped, functional facilities necessary for the project's execution and team's welfare.	\$27.68	963	\$26,655.84
Pitbox Excavation, Removal & Reset Excavation for pit boxes with obstructive debris and soil, to create a clean, accessible environment for meter installation. Due to Springerville's elevation, most service locations are 2-3 pit boxes deep (24" - 36"). It is likely that this will be required for meter installations exceeding one pit box or reachable depth. Estimated at 60% based on total residential connections and pre-con assessment.	\$169.06	597	\$100,928.82

Total \$273,246.10

*Estimates are guaranteed for 30 days after they are proposed. After the 30-day period, estimates are subject to change and may need to be revised. Speak with your representative if you are past your 30-day period stated above. *For projects above five thousand dollars (\$5,000.00), PWS requires a deposit of 50% of the total cost five (5) business days before the project start day. All Proposals Exclude Shipping

Variables

Being proactive about identifying potential variables and pricing them accordingly is crucial for the success of any project. Early identification and transparent communication of these variables help in setting realistic expectations, avoiding unexpected costs, and ensuring smooth project execution. By anticipating possible challenges and incorporating them into the project plan and budget, Phoenix Water Solutions (PWS) ensures a more accurate and reliable project scope, fostering trust and satisfaction with our clients. Common Variables in Similar Projects

- 1. Infrastructure Condition:
 - Aging or inadequate infrastructure may require additional work or adjustments before new installations can be completed.
- 2. Site Accessibility:
 - Difficult access to certain areas of the service location can affect the time and cost required for installation and maintenance.
- 3. Utility Locations:
 - The precise locations of existing utility lines can impact the complexity and duration of the project.
- 4. Environmental Factors:
 - Soil quality, water table levels, and potential contamination issues can influence the scope and cost of the project.
- 5. Permit and Regulatory Requirements:
 - Obtaining necessary permits and ensuring compliance with local regulations can introduce additional steps and costs.
- 6. Client-Specific Needs:
 - Customizations or specific requirements from the client may necessitate tailored solutions and potentially increase project costs.

Should a service location require intervention for one or more Variable Items, Phoenix Water Solutions (PWS) will outline the necessary scope(s) and submit these to Springerville for review and authorization prior to commencement. This process will be adhered to unless an alternative protocol is explicitly outlined upon contracting of services, wherein a detailed procedure will be established for such instances. Our commitment to due process ensures that all variable scopes of work are communicated and sanctioned appropriately, maintaining our pledge to transparency and service excellence. By addressing these variables proactively, PWS ensures that our clients are well-informed and prepared, leading to more efficient project management and successful outcomes.

Variable Type	Arizona Pricing
3/4" Copper Line Replumbs In line meter replumb on existing service line.	\$268.03
1" Copper Line Replumbs In line meter replumb on existing service line.	\$288.56
3/4" Valve Install Replacement of valve components (angle stops/curb stops) to ensure reliable water flow control and system functionality. Angle Stop/Curb Stop not included in cost of Replacement	\$67.50

1" Valve Install Replacement of valve components (angle stops/curb stops) to ensure reliable water flow control and system functionality. Angle Stop/Curb Stop not included in cost of Replacement	\$76.95
Pitbox Lid Drill Precision drilling and modification of steal and plastic pit box lids to accommodate Register & Endpoint installation, ensuring secure and proper protection for the new equipment.	\$27.85
Pit Box Dig Out Excavation for pit boxes with obstructive debris and soil exceeding base of the meter register, to create a clean, accessible environment for Meter installation or additional Variable maintenance.	\$19.00
Pitbox Excavation, Removal & Reset Excavation for pit boxes with obstructive debris and soil, to create a clean, accessible environment for meter installation. Due to Springerville's elevation, most service locations are 2-3 pit boxes deep (24" - 36"). It is likely that this will be required for a majority of the meter installations exceeding one pit box or reachable depth.	\$169.06
Sawcut Asphalt/Concrete Precise saw cutting of asphalt or concrete to access and install pit boxes. This service includes the careful preparation of the work area to ensure a clean cut and minimal disruption. Post-installation, the area will be backfilled, compacted & restored. Customer responsible for repouring Asphalt or Concrete. Phoenix Water Solutions assumes responsibly for disposal of all asphalt and concrete.	\$132.00
Follow-up Service Visit Go-backs or a follow up service visit would occur in scenarios where we do not have all provided materials for contracted scope or complex replumbs. Any other aspects of the work fall under our purview and will not be invoiced. A trip charge of \$75.00 would be discussed and applied if location is outside of the current route.	\$40.00

Exclusions List

The purpose of this Exclusion List is to clearly outline the scope of work that is not covered by the contractor for projects involving ground and dirt work, new construction, and subcontracting activities. This document serves as a crucial part of the overall contract and aims to provide transparency and prevent misunderstandings between all parties involved. By explicitly stating what is not included, both the client and contractor can set appropriate expectations, plan finances, and allocate resources effectively.

It is essential for the client to read this Exclusion List carefully, alongside the main contract, to understand the limitations of the services provided. Exclusions are organized into categories such as Ground and Dirt Work, New Construction, Subcontracting, General Labor, Materials, Safety and Compliance, Financial Exclusions, and Miscellaneous.

Please note that this list is illustrative and may not cover every possible exclusion. As such, it is highly recommended to discuss any specific needs or concerns with the contractor to ensure that they are addressed in the final agreement. Both parties should review and acknowledge this Exclusion List before signing the main contract.

Labor Exclusions

- 1. Overtime, Off-Hours, and Weekend Work: Not covered unless explicitly agreed upon.
- 2. Non-Specialized Labor: Tasks outside the contractor's area of expertise are excluded.
- 3. Management of Other Subcontractors: Not responsible for other subcontractors not under direct management.

Material Exclusions

- 1. Material Price Fluctuations: Increases in material costs after contract signing are not included.
- 2. Owner-Supplied Materials: Issues with these materials are not the contractor's responsibility.
- 3. Specialty or High-End Materials: Not included unless explicitly stated.

Work Scope Exclusions

- 1. Design Changes: Any post-contract alterations in plans are not covered.
- 2. Archaeological Finds: Not responsible for handling unexpected discoveries of significance.
- 3. Soil and Environmental Testing: Excluded unless specifically stated.
- 4. Landscaping and Water Table Issues: Not included.
- 5. Utility Connections: Public utility connections are not covered unless stated.
- 6. Permit and Licensing Fees: Not included unless explicitly agreed upon.
- 7. Code Compliance: Updates or changes to meet codes not part of the original scope are excluded.

Safety and Compliance

- 1. Asbestos and Hazardous Material Removal: Not covered unless specified.
- 2. Safety Gear and Equipment: Specialized safety gear not outlined in the contract is excluded.

Financial Exclusions

- 1. Contingency Costs: Costs arising from unforeseen issues are not included unless specified.
- 2. Interest on Late Payments: Not covered unless explicitly stated.
- 3. Third-Party Inspections and Consultants: Costs are not included.
- **Project Management and Timelines**
 - 1. Project Delays: Not responsible for delays caused by other parties or uncontrollable circumstances.
 - 2. Conflict Resolution: Legal and mediation costs with other subcontractors or third parties are not covered.

Miscellaneous Exclusions

- 1. Force Majeure: Excluded from responsibility for natural disasters, pandemics, etc.
- 2. Public Relations and Marketing: Costs or labor for promotional activities are not covered.
- 3. Dispute Resolution and Legal Fees: Not included unless explicitly stated.

Leak and Infrastructure Exclusions

- 1. Leaks on Incorrect Side of Meters: The contractor is not responsible for leaks that occur on the incorrect side of water or utility meters. This includes any issue arising from meters that are incorrectly labeled or not labeled at all.
- 2. Old Infrastructure Failures: The contractor is not liable for leaks, location of lines, or failures occurring due to old, outdated, or pre-existing infrastructure that was not part of the original scope of work.

Large Meter Exclusions

- 1. External Valve Locations: Excludes additional requirements for meter vaults that do not have both supply and return valves located outside of the vault.
- 2. Permit Acquisition (PWS): Excludes responsibilities pertaining to the acquisition of permits by PWS.
- 3. Meter Start-up Responsibility: Excludes tasks related to the start-up of the meter post-installation or maintenance.
- 4. Installation Requirements: Excludes any specific installation requirements not previously detailed or agreed upon.
- 5. Documentation Requirements: Excludes any specific documentation requirements not previously detailed or agreed upon.
- 6. Meter Delivery Responsibilities: Excludes responsibilities related to the delivery of large meters to the job site, questioning whether the team or another party is responsible for pickup.
- 7. Heavy Meters Consideration: Specifically excludes considerations for the handling of heavy meters deliveries to sites, noting the significant weight and additional resources required.
- 8. Weights and Measures: Does not include the process of putting meters through weights and measures.

The provided exclusions list outlines specific tasks, responsibilities, and considerations that fall outside the provided pricing and scope of work. Should any of these items arise during the project's lifecycle, a detailed estimate will be prepared and submitted for review and approval prior to the commencement of any additional work. This process ensures clear communication and agreement on scope adjustments, helping to manage expectations and maintain project alignment between all parties involved.

TOWN OF SPRINGERVILLE, ARIZONA

PROPOSAL

TO: Honorable Mayor and Council 418 E Main St Springerville, Arizona 85938

In compliance with the Advertisement for Bids, by the Town Engineer, the undersigned Bidder:

Having carefully examined the Contract Documents and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the Contract Documents and furnish the required Bonds and Certificates of Insurance for the completion of said work, at the locations and for the prices set forth on the BID SCHEDULE.

Understands that procurement of this project shall be in accordance with all applicable Standard Specifications and as otherwise required by the General Provisions and Special Provisions.

Understands that this proposal shall be submitted with a proposal guarantee of cash, certified check, cashier's check, or surety bond (in accordance with Title 34, ARS) for an amount not less than ten percent of the total amount bid.

Agrees that upon receipt of Notice of Award from the Town of Springerville, they will execute the contract documents.

Work shall commence after the Notice to Proceed and shall be completed within 180 calendar days, beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining the necessary material and/or equipment. Bidder agrees to pay, as liquidated damages, 2 times the sum as stated in the latest revision of the MAG Specifications. Liquidated Damages shall be based upon the final contract amount.

The Bidder hereby acknowledges receipt of and agrees his proposal is based on the following Addenda. (If there are no addenda, write NONE below).

NONE

UEI Number: XVJAAA3FU5V3

Town of Springerville – Bidding Documents

Town of Springerville– Automated Meter Reading Equipment Installation August 1, 2024 222130.7022

The Town of Springerville retains the right to reject any or all proposals and to waive minor defects and technicalities or withhold the award, as may be deemed best for the interest of the Town.

This proposal shall be valid for a period of thirty days.

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THIS PROPOSAL IS SUBMITTED BY Phoenix Water Solutions	,
a corporation organized under the laws of the State of $\underline{Prizona}$, a partne	rship
consisting of Or individual trading as or individual trading as of the Town of Springerville and is	the
holder of Arizona State Contractor's License(s):	are
Classification(s) $CR - 37$	
Classification(s) $CR = 37$ No.(s) $3391/9$	
Respectfully submitted,	
Phoenix Water Solutions Firm	
1606 E University Dr Ste. 109 Address	
Kyler Colin, Druision President By (Officer & Title)	
<u>(09/03/2024)</u> Date	
ATTEST: (Hiet Opportunis Officer, Don Gaudrer	

(Officer and Title)

Witness (if Bidder is an Individual)

Town of Springerville - Bidding Documents

Town of Springerville– Automated Meter Reading Equipment Installation Aug 222130.7022

August 1, 2024

BID SCHEDULE

Firm Name: Phoenix Water	- Solutio	25
Mailing Address: 1606 E Univer	sity Dr	Snite 109
Town Phoenix		
Telephone 602 - 962 - 4348		

PURSUANT to and in compliance with the Bid Package, Notice of Invitation to Bid, Instructions to Bidders, and the Contract Documents relating to the construction of:

TOWN OF SPRINGERVILLE AUTOMATED METER READING EQUIPMENT INSTALLATION 222130.7022

This is to certify that the above documents, as well as the site upon which work is to be performed and any and all conditions affecting the work, have been carefully examined, that the amount and nature of the work to be accomplished is thoroughly understood and that at no time will misunderstanding of the drawings, specifications or conditions to be overcome be alleged or pled as a basis for change orders, damages or non-performances,

I (We) acknowledge that the following Bid Schedule and table is for the convenience of the Town of Springerville to analyze the individual components of the Bid and to provide a means for partial payments during the project. The sum of the extended unit prices shall be the final price for product procurement in accordance with the technical specifications. The total price listed on the Bid Schedule shall be the same as listed on the proposal to the Town of Springerville.

BID SCHEDULE INSTRUCTIONS:

- All items will be paid for as Lump Sums. The "ENGINEERS ESTIMATED QUANTITY" and the "CONTRACTORS UNIT PRICE" will be used as a means of computing progress payments and as a basis for any Change Orders incurred.
- 2. The Owner reserves the right to recalculate the following Schedules if they appear malapportioned.
- 3. The Lump Sum amounts indicated below are to include the Supplier's cost of administration, mobilization, bonds, insurance, and any other miscellaneous items required for the project.

Town of Springerville – Bidding Documents

Town of Springerville– Automated Meter Reading Equipment Installation Au 222130.7022

August 1, 2024

	BID SCHEDULE Town of Springerville Automated Meter Reading Equipment Installation (222130.7022)				
		Est. Quant.	Units	Unit Price	Total Price
CIV	IL BASE BID				
1	Install ¼" AMR Meter	806	EA	68.68	55 356.08
2	Install 1" AMR Meter	11	EA	78.48	8,74.28
3	Install 1-1/2" AMR Meter	5	EA	165.88	824.40
4	Install 2" AMR Meter	39	EA	197.08	7,686.12
5	Install 3" AMR Meter	1	EA	477.88	477.88
6	Install 4" AMR Meter	l	EA	425.00	425
	ALLOWANCES				
7	No. 1 Meter Box (MAG 320)	300	EA	142.16	57,648
8	No. 2 Meter Box (MAG 320)	50	EA	142.16	4,608
9	No. 3 Meter Box (MAG 320)	3	EA	192.16	576.48
10	No. 4 Meter Box (MAG 320)	20	EA	142.16	3843,20
	TOTAL COSTS (PM, Mubilization, Qc)	963	EA	27.68	26,655 84
	AND TOTAL (Base Bid and Allowanc s number to be used for the Contractors Bid Bor	,	\$	172, 5	317.28

GRAND TOTAL (in words)

One hundred seventy - two thousand three hundred seventeen and twenty - Eight cents NOTE: All quantities shown are approximate and are furnished solely for the contractor's

<u>NOTE</u>: All quantities shown are approximate and are furnished solely for the contractor's convenience. The quantities provided will be the lump sum that payment will be made on. The individual items are for use by the Town to analyze bids, use as a basis for any supplemental agreements, and for partial progress payments.

Town of Springerville– Automated Meter Reading Equipment Installation September 4, 2024 222130.7022

Subcontractors and Material Suppliers List

Please list below **all** proposed subcontractor(s) and/or material supplier(s) for this project. **RETURN THIS FORM WITH THE REQUEST FOR PROPOSAL.**

	Firm Name Address Phone Number	% of Bid	Describe Work to be Performed or Material supplied	Dollar Amount
1.	North West Construction 4897 N Jersey Ct (520) 547-0795	Est: 36%	Excavation of pit box beyond reachable depth. Hydrovac used for safety & Bluestake	Est: \$100,928.82
2.				
3.				
4.				
5.				
6.				
7.	,			
8.				

Town of Springerville - Bidding Documents

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TOWN OF SPRINGERVILLE – AUTOMATED METER READING EQUIPMENT INSTALLATION (222130.7022)

INFORMATION REQUIRED TO BE PROVIDED TO THE TOWN PURSUANT TO THE "INSTRUCTIONS TO BIDDERS," PARAGRAPH 7 ENTITLED "QUALIFICATIONS OF BIDDERS"

Information Regarding Past Performance

The Bidder shall provide the following information on which it understands that the Town will rely in the Town's effort to determine if the Bidder has performed previous contracts in accordance with the relevant Contract Documents. The Bidder by its Bid submittal, and to be considered for the above referenced Contract, hereby agrees that the Town shall have the right to contact the following individuals (and other Towns chosen) to make such determination. Bidder further agrees that neither the Town nor the contact listed below nor the entity for which the contact speaks will incur any liability for comments made to the Town relating to any inquiry made by the Town as to Bidder's previous performance.

Bidder shall list the entity name, contact person, the phone number of the person and address of the person for <u>the 4 most recent</u> similar projects performed by Bidder which exceeded \$200,000.

Entity Name	Contact Person	Phone Number	Address
Master Meter	Rick Davis	(817) 296-0379	101 Regency Parkway Mansfield, TX 76063
Burton Energy Group	Jeramy Cannon	(225) 218-5756	11175 Cicero Dr Alpharetta, GA 70022
Conservice	James Astle	(435) 246-5044	750 S Gateway Dr River Heights, UT 84321
Metron	Tristen Williams	(303) 449-8833	5665 Airport Blvd Boulder, CO 80301

Bidder shall list any litigation arising out of a procurement contract including the date(s), substance, parties, and outcome of the litigation for the last five (5) years.

Date(s) of Litigation	Substance of Litigation	Parties to the Litigation	Outcome of the Litigation
N/A			

Town of Springerville - Bidding Documents

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ARNE) Apporte	stati di	dates that any person who apables () the view for a block public neurific nationed exception commate, loan or noise beaungers of o But glothe presentation of one of the following doe in enty that he she to tawfirly present to the United Statis
		LAWITL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY PRESENTATION OF ONE (1) OF THE DOCEMENTS I ISTED BELOW
Flease	piace	a cneck mark next to the applicable document and present the document to the City employee
/	I.	An Arizona driver license issued after 1996. OG. 6-5 Port first 4 numbers letters from license
!	2.	An Arizona non-operating identification License. Front first 4 establish effects
	3.	A birth certificate or delayed birth certificate issued in any state, territory or possession of the US. Year of birth Place of birth
	4.	A United States Certificate of Birth abroad. Year of hirth Place of birth
	5.	A United States passport. Print first 4 numbers detters on Passport.
	6	A foreign passport with a United States Visa.
		Print first 4 numbers letters on Passion Print first 4 numbers letters on Visa
*	٦.	An I-94 form with a photograph.
		Print first 4 numbers letters on 1-94
1	8.	United States Citizenship and Immigration Services Employment Authorization Document (EAD)
		Print fusi 4 namivers letters in 1-A1)
· .	ij	Refugee travel document. Date of hymenic Refugee Country:
	10.	A United States Certificate of Naturalization.
		Print first 4 digits of CIS Reg. No
	11.	A United States Certificate of Citizenship. Date of issuance Place of issuance
	12.	A tribal or Burean of Indian Affairs Affidavit of Birth, Year of Buth Place of Burb

Kyler Colin	Pheenix water Solutions		
Print Same of Annheant or Principal	Busmess Company if applicable		
Simole	1606 E University Dr Ste 109		
Date: 93/2024	Business Address if applicable Physical AZ 85034 City, State, Zip Code		
Office Use Only http://www.	Ref. No		
Promptly report all observed violations of federal imm	ngration law to 1-866-347-2434,		
Reported violation (check if applicable). Date Tin	h Reported		

Town of Springerville – Bidding Documents

PWS Representative

Kyler Colin Printed Name

). .

Signature

09/25/2024

Date

TOWN OF SPRINGERVILLE MEMORANDUM

TO:Springerville Town CouncilFROM:Tim Rasmussen, Town ManagerDATE:October 16, 2024SUBJECT:Amend Title 6 Animals/ Animal ControlEnforcement

Ordinance Reading:

2nd Reading

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.

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.

The Town of Eagar has made multiple recommended changes over the past three months. This is the final version and they have already had their 1st hearing.

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 2024-02

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF SPRINGERVILLE, ARIZONA, AMENDING TITLE 6, "ANIMALS" CHAPTER 6.08 IMPOUND OF ANIMALS - SECTIONS 6.08.010 NOTICE TO OWNERS OF IMPOUNDMENT; 6.08.040 REDEMTION OF IMPOUNDED ANIMALS; AND CHAPTER 6.04 RULES AND REGULATIONS - SECTION 6.04.100 NUMBER OF ANIMALS ALLOWED, OF THE TOWN OF SPRINGERVILLE TOWN CODE; 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 and, when possible, would like to have similar standards to regulations of the Town of Eagar for consistency;

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

A. Replace Section 6.08.010 Notice to owners of impoundment with the following:

"6.08.010 - Notice to owners of impoundment.

A. If the owner of any impounded animal shall be known to the animal control officer the officer shall notify the owner of such animal personally or by letter through the post office or by notice placed at the residence of the owner within forty-eight hours after such animal has been taken up and impounded. Verification of owner notice shall be required. 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, but not less than five (5) business days. If the owner is not readily known, the animal will be checked for an electronic chip.

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 at Town Hall and on the Town's website."

B. Replace Section 6.08.040 Redemption of impounded animals with the following:

"6.08.040 - Redemption of impounded animals.

If the owner of any animal shall within the time specified in the notice of impound above in 6.08.040, but not less than five business 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 be allowed to pick up the animal from the pound or impound location unless that animal has been impounded pursuant to Section 6.08.060."

C. Repeal/Remove Section 6.04.100 – Number of animals allowed

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 (4) 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.

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 _____, 2024.

Town of Springerville

Shelly Reidhead, Mayor

ATTEST:

Kelsi Miller, Town Clerk

APPROVED AS TO FORM:

Mangum Wall Stoops & Warden, PLLC Town Attorney

Title 6 - ANIMALS

August 22, 2024



Cha_2ters:

Blue= New changes

Chapter 6.04 - RULES AND REGULATIONS

Sections:

6.04.010 - Definitions.

As used in this Title:

A. "At large" means off the premises of the owner or not under the control of the owner, or other persons acting for or on behalf of the owner.

B. "Collar" means a band, chain, harness or suitable device worn around the neck of the dog to which a license may be affixed.

C. "Dangerous" or "vicious" means an animal or dog which has a propensity to attack, to cause injury or otherwise endanger the safety of human beings without provocation or which has been found to be a vicious animal by a court of competent authority, which bites, inflicts physical injury on or attacks a human being, or constitutes a physical threat to other animals.

D. "Dog" means a member of the "canis families" family.

E. "Owner" means any person owning, keeping, possessing, harboring, or maintaining a dog or an animal.

F. "Animal Shelter" means any establishment authorized by the town for the confinement, maintenance, safekeeping, and control of dogs that come into custody of the animal control officer.

G. "Vaccination" means an anti-rabies vaccination using a type of vaccine approved by the State Veterinarian.

H. "Animal control officer" means any peace officer, police assistant or other person responsible for the enforcement of this chapter appointed under the provisions of A.R.S. § 9-499.04 or amendments thereto.

I. "Containment" means a structure or device that prevents the animal from leaving the owner's property or control.

J. "Animal" or "animals" means horses, mules, burros, cattle, goats, sheep, swine, llamas, ostriches, emus, or other livestock, poultry, or any other animal that is susceptible to rabies, except man.

K. "Wild animal" means an animal of a wild nature or disposition.

L. "Directly under control" means the person responsible for the animal must be in sight of the animal; must be able to immediately control the actions of the animal and must ensure the animal does not leave the responsible person's property.

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

6.04.020 - Dangerous or vicious animals.

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

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

1. Order the destruction of said animal.

2. Order that such animal be confined within a building or secure enclosure.

3. Order that such animal be securely muzzled or caged at all times.

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

C. Any dog that commits more than two unprovoked attacks or bites is considered vicious under this section. Attacks may include chasing people 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. Damage public or private property.

E. Repeatedly causes garbage to be thrown about.

F. Animals {including poultry and rabbits} shall not cause a nuisance {defined as, but not limited to, offensive odor, excessive flies, dust or animal waste} to adjoining property owners or occupants.

6.04.050 - Animals at large.

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

B. It is unlawful for any animal to run at large in the town off of owners' property. Any such animal may be impounded as provided in this chapter.

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

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

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

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

6.04.060 - Disturbing the peace.

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

6.04.070 - Diseased animals.

No animal afflicted with a contagious or infectious disease shall be allowed to run at large or be exposed to any public place whereby the health of man or beast may be affected. Every owner

or other person knowing or suspecting that an animal has rabies should immediately notify the animal control officer who shall either remove the animal to the animal shelter or summarily destroy it, except in cases where the state health officer or state veterinarian is empowered to act.

6.04.080 - Cruelty to animals.

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

1. Recklessly subject any animals or poultry to cruel mistreatment; or

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

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

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

6.04.090 - Keeping animals.

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

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 the officer shall notify the owner of such animal personally or by letter through the post office or by notice placed at the residence of the owner within forty-eight hours after such animal has been taken up and impounded. Verification of owner notice shall be required. 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, but not less than five business days. If the owner is not readily known, the animal will be checked for an electronic chip.

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-at Town Hall and on the Towns' website.

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 the time specified in the notice of impoundment above in 6.08.010, <u>but not less than five business days</u> 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 section is a misdemeanor.

6.08.060 - Biting animals.

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

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

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

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

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, excluding dogs, 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 and poultry, ratite shall be prohibited in all zoning districts except those in which they are specifically allowed by the town zoning code.

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, 4H and FFA events and the like. Notification to the Animal Control Officer is required of the event and duration to qualify for a valid exception. Based on the circumstances, the Animal Control Officer may deny the exception.

A. 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 or lime, borax or mineral oil shall be used daily in sufficient quantities to prevent offensive odors and the breeding of flies.

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

Chapter 6.12 - DOGS

Sections:

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 a dog shall be set by resolution of 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 twelve-month period of the same dog.

6.12.030 - Applicability of chapters to dogs.

The provisions of Chapters <u>6.04</u> and <u>6.08</u> shall apply to dogs unless such provision specifically excludes dogs or unless there is a provision within this chapter or <u>Chapter 6.16</u> 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 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 upon application by the owner to the town and on presentation of proper proof, may 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 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, providing the dog is 4 months old or older.

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 times 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.

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 or is 4 months old or younger.

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.

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 when off from owners' property.

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 (except 4 months old and younger), any dog which is found running at large off of owners property, any dog disturbing the peace, providing owner is not available to immediately remedy the disturbance, any dog which bites any person; or any dog which is a public nuisance as defined in <u>Section 6.04.040</u>. 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 unless claimed by owner and licensed. 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. Notification to owner if known, must be verifiable.

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 of the owner. The owner will have six working days from notification date 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 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. Any person found violating any provision of this title shall be guilty of a misdemeanor, punishable in accordance with applicable state law with the exception of the following; Any person violating <u>Section 6.04.050</u> (animals at large), <u>Section 6.04.060</u> (disturbing the peace}, <u>Section 6.10.010</u> (large animals), <u>Section 6.12.050</u> (vaccination required}, and <u>Section 6.12.060</u> (dog at large), shall be guilty of a petty offense, punishable in accordance with applicable state law. If any person has two prior petty offense convictions (or defaults} for violations of the same section of this title, within twelve months, such person may be charged with a misdemeanor for any subsequent violation of the same section. Any person who has 3 cumulative petty offense violations of any section of this Title, within twelve months, may be

charged with a misdemeanor for any subsequent violation. Any person that fails to cure (pay the designated fine) a petty offense within 30 days may be charged with a misdemeanor.

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 twelve-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 twelve-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, by notice placed at the residence of the owner or at the property the dog was removed from if the owner is unknown. The owner will have six working days from the notification date 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 <u>Section 6.12.060</u> (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.

	TOWN OF SPRINGERVILLE MEMORANDUM
TO: FROM: DATE: SUBJECT:	Springerville Town Council Tim Rasmussen, Town Manager October 16, 2024 Amend Title 6 Animals/ Animal Control Enforcement

Suggested Motion:

I move we adopt Ordinance 2024-002, amending Title 6 Animals of the Town of Springerville 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.

The Town of Eagar has made multiple recommended changes over the past three months. This is the final version and they have already had their 1st hearing.

Title: Ordinance 2024-002

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.

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 2024-02

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF SPRINGERVILLE, ARIZONA, AMENDING TITLE 6, "ANIMALS" CHAPTER 6.08 IMPOUND OF ANIMALS - SECTIONS 6.08.010 NOTICE TO OWNERS OF IMPOUNDMENT; 6.08.040 REDEMTION OF IMPOUNDED ANIMALS; AND CHAPTER 6.04 RULES AND REGULATIONS - SECTION 6.04.100 NUMBER OF ANIMALS ALLOWED, OF THE TOWN OF SPRINGERVILLE TOWN CODE; 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 and, when possible, would like to have similar standards to regulations of the Town of Eagar for consistency;

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

A. Replace Section 6.08.010 Notice to owners of impoundment with the following:

"6.08.010 - Notice to owners of impoundment.

A. If the owner of any impounded animal shall be known to the animal control officer the officer shall notify the owner of such animal personally or by letter through the post office or by notice placed at the residence of the owner within forty-eight hours after such animal has been taken up and impounded. Verification of owner notice shall be required. 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, but not less than five (5) business days. If the owner is not readily known, the animal will be checked for an electronic chip.

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 at Town Hall and on the Town's website."

- B. Replace Section 6.08.040 Redemption of impounded animals with the following:
- "6.08.040 Redemption of impounded animals.

If the owner of any animal shall within the time specified in the notice of impound above in 6.08.040, but not less than five business 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 be allowed to pick up the animal from the pound or impound location unless that animal has been impounded pursuant to Section 6.08.060."

C. Repeal/Remove Section 6.04.100 – Number of animals allowed

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 (4) 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.

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 _____, 2024.

Town of Springerville

Shelly Reidhead, Mayor

ATTEST:

Kelsi Miller, Town Clerk

APPROVED AS TO FORM:

.

Mangum Wall Stoops & Warden, PLLC Town Attorney Title 6 -ANIMALS

August 22, 2024



Cha_2ters:

Blue= New changes

Chapter 6.04 - RULES AND REGULATIONS

Sections:

6.04.010 - Definitions.

As used in this Title:

A. "At large" means off the premises of the owner or not under the control of the owner, or other persons acting for or on behalf of the owner.

B. "Collar" means a band, chain, harness or suitable device worn around the neck of the dog to which a license may be affixed.

C. "Dangerous" or "vicious" means an animal or dog which has a propensity to attack, to cause injury or otherwise endanger the safety of human beings without provocation or which has been found to be a vicious animal by a court of competent authority, which bites, inflicts physical injury on or attacks a human being, or constitutes a physical threat to other animals.

D. "Dog" means a member of the "canis families" family.

E. "Owner" means any person owning, keeping, possessing, harboring, or maintaining a dog or an animal.

F. "Animal Shelter" means any establishment authorized by the town for the confinement, maintenance, safekeeping, and control of dogs that come into custody of the animal control officer.

G. "Vaccination" means an anti-rabies vaccination using a type of vaccine approved by the State Veterinarian.

H. "Animal control officer" means any peace officer, police assistant or other person responsible for the enforcement of this chapter appointed under the provisions of A.R.S. § 9-499.04 or amendments thereto.

I. "Containment" means a structure or device that prevents the animal from leaving the owner's property or control.

J. "Animal" or "animals" means horses, mules, burros, cattle, goats, sheep, swine, llamas, ostriches, emus, or other livestock, poultry, or any other animal that is susceptible to rabies, except man.

K. "Wild animal" means an animal of a wild nature or disposition.

L. "Directly under control" means the person responsible for the animal must be in sight of the animal; must be able to immediately control the actions of the animal and must ensure the animal does not leave the responsible person's property.

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

6.04.020 - Dangerous or vicious animals.

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

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

1. Order the destruction of said animal.

2. Order that such animal be confined within a building or secure enclosure.

3. Order that such animal be securely muzzled or caged at all times.

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

C. Any dog that commits more than two unprovoked attacks or bites is considered vicious under this section. Attacks may include chasing people 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. Damage public or private property.

E. Repeatedly causes garbage to be thrown about.

F. Animals {including poultry and rabbits} shall not cause a nuisance {defined as, but not limited to, offensive odor, excessive flies, dust or animal waste} to adjoining property owners or occupants.

6.04.050 - Animals at large.

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

B. It is unlawful for any animal to run at large in the town off of owners' property. Any such animal may be impounded as provided in this chapter.

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

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

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

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

6.04.060 - Disturbing the peace.

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

6.04.070 - Diseased animals.

No animal afflicted with a contagious or infectious disease shall be allowed to run at large or be exposed to any public place whereby the health of man or beast may be affected. Every owner

or other person knowing or suspecting that an animal has rabies should immediately notify the animal control officer who shall either remove the animal to the animal shelter or summarily destroy it, except in cases where the state health officer or state veterinarian is empowered to act.

6.04.080 - Cruelty to animals.

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

1. Recklessly subject any animals or poultry to cruel mistreatment; or

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

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

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

6.04.090 - Keeping animals.

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

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 the officer shall notify the owner of such animal personally or by letter through the post office or by notice placed at the residence of the owner within forty-eight hours after such animal has been taken up and impounded. Verification of owner notice shall be required. 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, but not less than five business days. If the owner is not readily known, the animal will be checked for an electronic chip.

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-at Town Hall and on the Towns' website.

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 the time specified in the notice of impoundment above in 6.08.010, <u>but not less than five business days</u> 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 section is a misdemeanor.

6.08.060 - Biting animals.

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

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

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

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

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, excluding dogs, 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 and poultry, ratite shall be prohibited in all zoning districts except those in which they are specifically allowed by the town zoning code.

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, 4H and FFA events and the like. Notification to the Animal Control Officer is required of the event and duration to qualify for a valid exception. Based on the circumstances, the Animal Control Officer may deny the exception.

A. 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 or lime, borax or mineral oil shall be used daily in sufficient quantities to prevent offensive odors and the breeding of flies.

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

Chapter 6.12 - DOGS

Sections:

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 a dog shall be set by resolution of 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 twelve-month period of the same dog.

6.12.030 - Applicability of chapters to dogs.

The provisions of Chapters <u>6.04</u> and <u>6.08</u> shall apply to dogs unless such provision specifically excludes dogs or unless there is a provision within this chapter or <u>Chapter 6.16</u> 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 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 upon application by the owner to the town and on presentation of proper proof, may 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 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, providing the dog is 4 months old or older.

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 times 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.

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 or is 4 months old or younger.

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.

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 when off from owners' property.

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 (except 4 months old and younger), any dog which is found running at large off of owners property, any dog disturbing the peace, providing owner is not available to immediately remedy the disturbance, any dog which bites any person; or any dog which is a public nuisance as defined in <u>Section 6.04.040</u>. 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 unless claimed by owner and licensed. 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. Notification to owner if known, must be verifiable.

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 of the owner. The owner will have six working days from notification date 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 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. Any person found violating any provision of this title shall be guilty of a misdemeanor, punishable in accordance with applicable state law with the exception of the following; Any person violating <u>Section 6.04.050</u> (animals at large), <u>Section 6.04.060</u> (disturbing the peace}, <u>Section 6.10.010</u> (large animals), <u>Section 6.12.050</u> (vaccination required}, and <u>Section 6.12.060</u> (dog at large), shall be guilty of a petty offense, punishable in accordance with applicable state law. If any person has two prior petty offense convictions (or defaults} for violations of the same section of this title, within twelve months, such person may be charged with a misdemeanor for any subsequent violation of the same section. Any person who has 3 cumulative petty offense violations of any section of this Title, within twelve months, may be

charged with a misdemeanor for any subsequent violation. Any person that fails to cure (pay the designated fine) a petty offense within 30 days may be charged with a misdemeanor.

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 twelve-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 twelve-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, by notice placed at the residence of the owner or at the property the dog was removed from if the owner is unknown. The owner will have six working days from the notification date 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 <u>Section 6.12.060</u> (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.