



TOWN COUNCIL REGULAR MEETING

Wednesday, July 21, 2021 at 6:00 pm

Attendees: Staff: Heidi Wink - Interim Town Manager/ Finance Director, Tosca Henry- Town Attorney . Kelsi Miller - Town Clerk, Tim Rasmussen - Public Works Director / Interim Community Development Director, Dayson Merrill - Chief of Police, Quintin McCue - Sergeant, Kevin Davis - Officer, Brayden Wiltbank- Officer, Dennis Gilliam- Admin Assistant, Shane Phillips- Animal Control, Robert Pena III- Battalion Chief

**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:

Mayor Hanson called the meeting to order at 6:00 p.m. Kevin Davis led the pledge of allegiance.

2. ROLL CALL:

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

3. PUBLIC PARTICIPATION:

Non-agenda items presented during the public participation portion of this agenda cannot be acted on at this time by the Council. Individual council members may ask questions of the public or ask staff to review the matter, or defend themselves, but are prohibited by State of Arizona Open Meeting Laws from discussing the item among

themselves until the item is noticed according to open meeting requirements as an agenda item. The Chair MAY allow public comment on agenda items and will limit time of discussion to 3 minutes per person no longer than 10 minutes per topic.

4. 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. Interim Town Manager Heidi Wink: Summary Updates & presentation(s)**
- c. Staff Reports: Summary Updates**

5. CONSENT ITEMS:

- a. Consider approval of the June 8, 2021 Town Council Work Session minutes.**
- b. Consider approval of the June 16, 2021 Town Council Regular Meeting minutes.**
- c. Consider approval of the June 23, 2021 Town Council Special Meeting minutes.**
- d. Consider ratification and approval of accounts payable register from 6/05/21 to 7/12/2021.**

6. PUBLIC HEARING:

Discussion and possible action to enter into a public hearing to take public and council comments on the proposed Final Budget.

OLD BUSINESS

7. FUTURE OF BROADBAND:

Discussion and direction regarding the future of broadband in Springerville.

a. Stephen Brideau discussion:

Discussion with Mr. Brideau with Sparklight to reopen communication with Council regarding broadband.

b. Letter of Support:

Mr. Brideau has requested a letter of support from Springerville Town Council. Council is to discuss this item and direct staff to write the letter or not.

NEW BUSINESS

8. PLANNING AND ZONING BOARD MEMBER VACANCIES APPOINTMENT:

a. Trinity Raymer

Discussion and possible action to appoint Trinity Raymer to fill a vacancy on the Planning and Zoning commission.

b. Will Sands

Discussion and possible action to appoint Will Sands to fill a vacancy on the

Planning and Zoning commission.

9. REZONE APPLICATION FOR 67 SOUTH PINAL:

Discussion and possible action regarding the rezoning of 67 South Pinal Street from R1-7 Single Family Residential to C1 general commercial.

10. INTERIM FIRE CHIEF:

Discussion, direction, and possible action to appoint an interim Fire Chief.

11. DIRECTION FOR INTERVIEWING TOWN MANAGER CANDIDATES:

Discussion and direction regarding how Council would like to handle the interviewing of the new Town Manager.

12. FINANCE POLICY UPDATE:

Discussion and possible action to update the finance policy regarding increasing the reserve fund policies amount.

13. ADOPTION OF FINAL BUDGET:

Discussion and possible action to adopt the Fiscal Year 21/22 Final Budget.

14. FEDERAL AVIATION ADMINISTRATION IMPROVEMENT PROGRAM GRANT AGREEMENT:

Discussion and possible action regarding the proposed FAA Grant Agreement for the design of the pavement rehabilitation for the runway.

15. INMATE WORK CONTRACT WITH ASPC:

Discussion and possible action regarding the attached proposed contract to renew the inmate reentry with the Arizona State Prison Complex Winslow/Apache.

16. 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 during the 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.



Town Council Agenda Staff Report

AIRPORT MANAGER'S REPORT

July 1, 2021

1. Recent Fuel Sales

a. June 2021: 12,275.8 gallons (\$41,031.58)

Fiscal Year 20/21 Summary: 64,956.32 total gallons sold (\$206,417.55)
Jet A: 46,966.7 gallons (\$139,478.90)
100LL: 17,989.62 gallons (\$66,938.65)

2. Recent Traffic Operations

a. June 2021

536 Total

140 Local, 148 Itinerant, 246 Air Taxi, 2 Military

534 GA, 2 Military

97 Medevac

51% Business Related

18% Based / 82% Transient

77 Fuel Purchases

June 2021 was a record month for operations, surpassing our previous monthly record by 97 operations.

Fiscal Year 20/21 Summary: 4,235 operations. This surpasses our previous FY record by 570 operations.

3. ACIP Projects:

Runway 3/21 Reconstruction (Design): The first draft of the environmental technical report was received on June 30, 2021 and is under review prior to submitting to the FAA.

APMS Runway 3/21 Overlay: Construction should schedule for August.

Wildlife Perimeter Fencing Phase I: We have been approved for an ADOT grant for Phase I of II of the Wildlife Perimeter Fencing. This will allow for the first half of the perimeter of the airport to be enclosed with chain-link fencing topped with barbed wire, and should allow for new gates and signage. The grant amount offered is \$360,000 with a Town match of 10% (\$40,000) for a total project cost of \$400,000. Once a formal offer has been received, it will be brought to Council for approval.



Town Council Agenda Staff Report

4. Comments

Our current based aircraft count is 9.

Two builders have committed to building private hangars. The archeological and biological studies have been completed with no findings in either category that would disrupt the progress of the projects. First draft of the technical narrative has still not been received.

We currently have three helicopters under USFS contract that are temporarily based at the airport for wildland firefighting efforts.

I will be out of the office for vacation from July 25 through July 31.



Town Council Agenda Staff Report

7-2021

Mayor & Council Report for Community Development

Multiple Building Permits issued.

Multiple Building Inspections.

Multiple C of O Inspections.

Updating the Medical Marijuana Ordinance

Up-coming Planning and Zoning Meeting on 8-10-2021

- Finch CUP- RV Park 247 West Main
- Rezoning- 364 N Becker Lake Rd
- Lot line adjustment- 4 lots @ Tumbling T & US 60
- Rezoning- Two lots from R 1- 20 Zone to C1 Commercial
- Lot split 702 S Voigt St
- 2nd Public Hearing- Becker Lake & US 60- Subdivision 4 lots

Tentative Public Hearing Planning and Zoning

- Ordinance for Marijuana

Planning and Zoning is currently working on,

- Combination on airport properties
- Re-zoning the airport property
- Updating the Zoning Map
- Reviewing Zoning
- Creating addresses for properties

Updated Arizona Department Housing monthly reports.

Valuations reported to the Apache County Assessors.

Multiple phone calls on a daily basis about zoning for land sales and home/business sales.



Town Council Agenda Staff Report



Town Council Agenda Staff Report

COMMUNITY SERVICES DEPARTMENT REPORT July, 2021

ADMINISTRATIVE:

We did receive award letters on three more grants. Two of them will be specifically used to replace the oven in the kitchen and a lot of our kitchen equipment. We also received our award letter for a two year cycle of funding from United Way.

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

Aging & Adult Congregate Meals
Aging & Adult Meals on Wheels
Aging and Adult Transportation Services
Arizona Long Term Care (ALTCS) Meal Program
Senior Community Senior Employment Program (SCSEP)
St. Mary's Senior Citizens Food Box Program
United Food Bank Community Food Box Distribution
Emergency Food & Shelter Program
Low Income Home Energy Assistance Program (LIHEAP)
U of A Cooperative Extension/ Snap-Ed Grant

SENIOR SERVICES:

Our center starts filling up each morning at 7:00 a.m. Several gentlemen come in each day to play pool, some seniors come in to play games, do puzzles or just to visit over coffee. Our dining room has been full for lunch each day with upwards of 28 seniors. The seniors are really enjoying the social time they have with their peers each day and it is great to hear some of their stories. We continue to deliver meals to our Meals on Wheels participants and are using two deliver drivers each day.

The Wednesday BINGO crowd keeps growing with up to 14 players. We've begun "Fun, Fit and Fabulous" classes which include senior fitness, nutrition and gardening tips, which takes place every other Wednesday. This is a collaborative partnership with the U of A Cooperative Extension.

Our 4th of July BBQ for the seniors on Thursday, July 1st was a great success! We had a total of **43** attendees and many requests for regular get-together events. We will be planning another "End of Summer" BBQ for September. (Pictures below)

TRANSPORTATION:

Our Transportation numbers continue to rise with 186 trips for June. We have one transportation driver, Brian Carpenter, who goes above and beyond when it comes to transporting clients. Brian not only makes himself available each day the center is open but he also answers calls off the clock and many times over the weekend. We have had an increase in requests for trips to Show Low, so we will be providing two trips/month throughout the summer and reassess in October. In addition, we've had many seniors asking to take day and overnight trips, so we have been putting together a list of locations such as: Glenwood Cat Walk, Blue River, Dolly's Steamboat and Laughlin.



Town Council Agenda Staff Report

June – Community Assistance and Senior Services Counts:

Senior Services		Low Income Assistance Services	
Congregate Meals	352	Food Commodity Box (households)	322
Home Delivered Meals	261	Rental Assistance	13
Long Term Care Meals	66	Adult Diapers	4
Indigent Meals	58	Fuel Cards	4
Total Meals Served	737	Emergency Water	2
		LIHEAP	12
Senior Food Boxes	123	Bus Pass	3
Pet Food Bags Delivered	4	Senior Equipment	1
Transportation Units	186	Food Essentials	8
Volunteer Hours	135	Utility Deposit/ Appliance Repair	1

Respectfully Submitted,
Robin Aguero





Town Council Agenda Staff Report





Town Council Agenda Staff Report





Town Council Agenda Staff Report

Springerville Fire Department Council Report June 16th 2021

1. Springerville Fire Department Statistics 2021

Quarter 1 Jan. 1-Mar. 31	2021
Burn Permits Issued	6
Calls For Service	61
Breakdown of Calls For Service	
Fire and Fire Related	3
Prescribed Burns	2
Medical	22
MVA	5
Wildland Assignments	0
Good Intent Call	6
Service Calls	8
Inspections	2
Hazardous Conditions	2
False Alarms	9

Quarter 2 Mar. 31-June 30	2021
Burn Permits Issued	2
Calls For Service	43
Breakdown of Calls For Service	
Fire and Fire Related	7
Prescribed Burns	0
Medical	10
MVA	4
Wildland Assignments	1
Good Intent Call	7
Service Calls	8
Inspections	3
Hazardous Conditions	1
False Alarms	4



Town Council Agenda Staff Report

Quarter 3 July 1-Sep. 30	2021
Burn Permits Issued	0
Calls For Service	8
Breakdown of Calls For Service	
Fire and Fire Related	0
Prescribed Burns	0
Medical	1
MVA	2
Wildland Assignments	0
Good Intent Call	0
Service Calls	1
Inspections	0
Hazardous Conditions	0
False Alarms	4

2. The Fire Department has moved a majority of its equipment into 225 east Main Street and is operational out of the new building. There are still some items that need to be moved from the old FD location. Still some renovation going on in the new building to finish things up.
3. We are preparing for Springerville Fire Department Open House to kick off Fire Prevention week in Round Valley October 2nd.



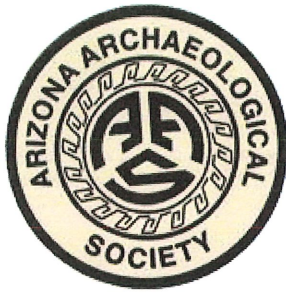
Town Council Agenda Staff Report

Report for June 2021

Springerville Heritage Center & Casa Malpais Archaeological Park

- Visitor count for the month of June for the Heritage Center was estimated to be approximately 515 visitors – a record number for visitors in one month! Many visitors stayed quite long and had lots of questions about our area, driving directions to their next destinations, and recommended restaurants in our area.
- Revenue generated in June from Casa Malpais site tours was \$1,738 (includes revenue from the May RV school group tours).
- Below is a recap for the fiscal year from July 2020 to June 2021:

3,194:	Total estimated visitor count
\$7,729:	Revenue from Casa Malpais site tours
\$2,414:	Revenue from gift shop merchandise sales
\$809:	Revenue from consignment sales
\$3,059:	Donations received
- We periodically receive new consignment items from local artists and crafters for our gift shop and Heritage Center hallways. Be sure to stop by and check out the selection of paintings, photographs, jewelry, books, custom greeting cards, silk flower arrangements, and more! Open Tuesday-Saturday.
- The local Little Colorado River Chapter (LCRC) of the Arizona Archaeological Society meets monthly at the Heritage Center. Their next meeting is on Monday, July 19 and is open to the public - current members as well as guests and visitors. The meeting will be informational to provide an overview of what the LCRC has done in the past, along with future planned activities and events. All are welcome to attend! (See attached flyer)



LITTLE COLORADO RIVER CHAPTER

Little Colorado River Chapter (LCRC) of the Arizona Archaeological Society

Please join us for our next LCRC monthly meeting, which will include an informational session and "meet and greet" with current LCRC members. We'll have a presentation on past events and activities, as well as some of our upcoming plans. All members, guests and visitors are welcome! Light refreshments will be served.

DATE: Monday - July 19, 2021

TIME: 6:30 PM

LOCATION: Springerville Heritage Center

418 E. Main Street in Springerville (park in back)

Udall-Johnson Meeting Room

For questions or additional information, please call or email:

Carol: 520-834-6964 / farnsc570@gmail.com

Susan: 928-333-2656, ext 230 / sseils@springervilleaz.gov

SPRINGVILLE MAGISTRATE COURT STATISTICAL REPORT

Pursuant to Town Ordinance 2.36.030 (E), the undersigned magistrate hereby submits a summary of court activities for the month of June 2021.

Civil citations filed: 6

Criminal citations filed: 3


Pre-trial conferences held: 9

Sentencings held: 12

Trials held: 1

A total of \$4539.59 was submitted to the Town of Springerville on the 8th day of July 2021, by check number 1064. See Remittance Report.

7-7-2021
DATE


MUNICIPAL COURT JUDGE



Town Council Agenda Staff Report

Springerville Police Department Agenda Items and staff report

1. Springerville Police Department 2021 Stats

	May	June	Total
Calls for service:	244	415	659
Self-initiated Calls	127	213	340
Citizen:	14	12	26
Agency Assist:	65	126	191
Speed citations:	9	11	20
Nonmoving	14	15	29
Crim Speed:	1	1	2
Total traffic citations:	24	27	51
Verb warning:	80	136	216
Written Warning:	37	70	107
DUI	3	3	6
Felony Cases	25	34	59
Misdemeanor	68	88	156
DV	8	12	20
Arrests	25	27	52

- Officer Kevin Davis is progressing nicely in the Field Training phase and is projected to have his FTO completed by the end of August.
- We are waiting for a final approval for the CARESAZ grant. This industrial size incinerator will allow us to properly dispose of dangerous drugs collected as evidence and prescription medication/drugs collected in our prescription drug drop off box.

4. We are waiting approval for the 2022 Governor's Office of Highway Safety Grants for a total amount of \$72,718.
5. We have submitted for a NCHIP grant (National Criminal History Improvement Program). The project title is "Information Technology and Communication." This grant will allow us to upgrade our computer software and purchase much needed up-to-date equipment.
6. We are actively looking to hire one new police officer.



Town Council Agenda Staff Report

7-2021

Mayor & Council Report for Public Works

Projects Completed in June/ July 2021

- Street sweeping
- Pothole repairs
- Multiple sewer call outs (plugged sewer lines)
- Multiple water turn on and off
- Water meter reads
- Water meter replacements
- Multiple water break/ repairs
- Street light repairs
- Cemetery- Funerals
- Blading Hooper Ranch Road/ Becker Lake Rd/ Cemetery Hill
- 4th of July preparation
- 4th of July parade duty

Projects Working On

- WIFA- Water projects
- WIFA- Sewer Projects
- HURF- Road Paving Projects Merrill & Sheldon
- CDBG/ ADA- Park and Town Hall- Building a gazebo
- Hot patching multiple roads (water repairs)
- Meter installs (Town)
- Hopi Adjudication Lawsuit
- Water meters for all wells (WIFA)
- List station meters (WIFA)
- Well rehab- Wilkins well (WIFA)
- Water line replacement- Merrill & Sheldon (WIFA)
- Town Hall roof repairs
- Painting the Senior Center

The ADOC Inmates are back at Public Works and the Community Center/ Senior Center.

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Heidi Wink, Interim Town Manager
DATE: 7/21/2021
SUBJECT: Consent Item(s)

SUGGESTED MOTIONS:

I move we adopt consent items 5a, 5b, 5c and 5d as presented.

OR

I move we do not approve or we table the consent items until next meeting.

STAFF REPORT

Please see attached documentation.



DRAFT

TOWN COUNCIL WORK SESSION

Minutes

Tuesday, June 8, 2021 at 4:00 pm

Attendees: STAFF PRESENT: Heidi Wink- Interim Town Manager/
Finance Director, Kelsi Miller - Town Clerk, Dayson Merrill- Chief
of Police, Robert Pena Jr. - Fire Chief, Robert Pena III - Battalion
Chief, Susan Seils - Museum Director, Robin Aguero - Community
Services Director,

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

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE:

Minutes:

Mayor Hanson called the meeting to order at 4:00 p.m and led the pledge of allegiance.

2. ROLL CALL:

Minutes:

The Town Clerk completed a Roll Call: Councilor Llamas - Present, Vice Mayor MacKenzie- Present, Mayor Hanson - Present, Councilor Davis- Absent, Councilor Reidhead -Present. A quorum is present

NEW BUSINESS

3. FY 2021/2022 BUDGET WORKSESSION:

Minutes:

DISCUSSION: Interim Town Manager Heidi Wink explained we are not asking to budget for any new capital improvements that have not already been laid out in the master CIPs from last year that includes HURF and WIFA projects. Those projects are planned and outlined for the next 5 years. We are asking for a three percent cost of living adjustment for all employees. Mayor Hanson asked when the last COLA took place?

She responded it has been a couple years. Council showed support. Councilor Reidhead asked with some of the possible issues how this has affected the budget. Mrs. Wink explained we have budgeted some for possible litigation. They reviewed that the Town has requested to budget \$2,000,000 if needed. Mayor Hanson said it appears the Police Department is doing a great job securing grants. Ms. Wink said its a conservative budget for the most part. Councilor Llamas asked if Ms. Wink is comfortable with the budget. She said yes she is okay with it. Councilor Llamas pointed out an increase in the Fire Departments' budget. She said yes, Council should review and discuss the fire department's budget. Councilor Llamas asked Ms. Wink her thoughts on the drastic increase in the fire department's budget. She explained it is a little bigger than what she would like to see in a department in a year. Council discussed the fire budget has gone from \$180,000 to \$500,000 in three years. They discussed the majority of the increase is to add two additional full-time firefighters. Council asked Fire Chief Pena what they would be doing on a daily basis. Mr. Pena explained the variety of duties he has planned for them. He explained the challenges they have with having enough personnel responding. He gave the recent example of sending a crew down to a fire and how they were lucky to find personnel that was available. They have challenges having personnel respond to medical calls as well. He explained he has placed a report on their call data in the packets. They have seen a huge increase in calls this year. Councilor MacKenzie asked if they would be looking at bringing in new employees or if they would be hiring inhouse. Robert said they would open the position up to in house first. If they do not have qualified personnel interested inhouse they will open the position to the public. Mayor Hanson asked if hiring two full time employees is something we can do for a year and then look at the budget. Heidi said her main concern is how they will support a a \$500,000 fire budget every year moving forward. She said for one year they can afford it but what if they can't afford to sustain a budget that high, then what happens to those employees. Phil suggested trying it for a year and then seeing if we can keep them after that. Heidi asked what they would do with those employees after a year. The employees would then apply for a lay off unemployment and we would then be paying that. Phil suggested we hire with a year long contract and be upfront that this is a trial period while we see if the general fund can support the position past a year. If we can then maybe we can bring them on as regular employees vs. contract employees. Heidi feels this is a good idea. We can support it for a year, and then see what our budget looks like after. They should look into all avenues such as the possibility of going district and see what other options we have to help fund the department. Robert said two employees would be wonderful, but they will be happy with what they can get. He explained when they need to send three people out on a truck, if they are already had two committed to full time, it would be much easier to find one to fill the truck. Ruben inquired about overtime, he was curious if they would want hourly or salary contract employees. Heidi explained that is completely up to how the council wants the contract written. You can do a contract either way. Robert reminded them that if this employee is called out on a fire they will be on a wildland pay scale, eligible for

overtime, and the Town is reimbursed from the state for their salary. Councilor Davis asked if funds allocated for the building remodel will be dropped after this year. Robert explained the majority of the remodel is complete with the exception of the possibility of expanding the back bathrooms. He explained the benefits if we were able to expand that area for bathrooms. Mayor Hanson asked if we have shower units now, Robert said only in the old fire department building but not at the new building. Councilor MacKenzie said he is okay with allowing them to have two as presented in the budget, but he does have concerns on what to do with them if we can't afford them. Heidi and Councilor Reidhead suggested we start with one, we can add an additional at anytime once budgeted. Shelly said she feels they should budget 1 employee and then use the additional funds to help develop the shower / bathroom area. Council agreed they support a contract employee. Both Fire Chiefs prefer the employee be brought in as a regular employee vs. a contract employee. Councilor MacKenzie reiterated that the concern is what to do with the employee if the general fund can not support the position. They explained they are up calls during the day time week day hours while the volunteers are at their day jobs. The Chiefs said they would like to fill the position at the start of the fiscal, as we are still in fire season. They are still doing the volunteer shift program, but it is up to the fire fighters schedule and its completely dependent on their schedules. Heidi said you can have a contract employee with benefits, what's the difference if the employee understands the employment end after a year. Chief Pena asked what's the difference after a year on a contract vs a regular employee if we aren't able to sustain the position. Heidi explained it is a non renewal where we are not responsible for relocation and unemployment. Heidi said if our general budget says we can support the position after a year bring the person on as a regular employee. They will also continue the volunteer shift program. They will have a year that justifies why they need to keep them as well. Heidi is comfortable with that. Council said they would love to give them two full time employees it just isn't feasible at this time. These are all steps towards improvements for the fire departments. Council next discussed the Community Centers grants, Robin verified they budgeted the approval of the 5310 grant broke out between 3 years. It was budgeted as needed. Heidi brought up a new grant that the Community Center is trying to get. Robin explained this is a U of A grant to bring on a full time program coordinator for nutrition. This person would be paid by the grant itself. The grant is not a guarantee renewal but it is very likely. The award announcement will be in August. Robin feels pretty confident they will be successful with their grant application. It was asked what they will do with the employee if we do not get the grant. She said they would understand their employment is based on the renewal of the grant. Heidi went over the capital improvement cover sheet. Council next discussed the Police Department budget with Chief Merrill. The Police Departments budget has also increased. The police department is getting more grants. The department is getting a portable incinerator. They have a couple more vehicle grants in the works. The department would like to eventually phase out of using SUV's and get the guys into trucks. They would also like to get an unmarked

truck for under cover operations. He went over the value of having trucks rotate through the fleet because they are more valuable to public works when the police department doesn't need them. He feels he will be able to get grants for these. The airport Manager Sean Kienle said he is happy with his budget. He does not have any new grants but will be finishing up from a grant they are already in. Susan Seils the Museum Director said she has no major changes to her budget. Public Works director Tim Rasmussen explained he is happy with his budget. The public works department has a lot of projects outlined in the Capital Improvement Plans. The HURF fund will need to come in under \$70,000 in order to complete Tori Circle. We will not be able to come in under this year and possible next. We did discuss with Woodson the possibility of trying to get a grant to help with that paving. Councilor Reidhead said she has heard the property east of Town Hall will soon be on the market. Is Council still interested in acquiring this property? Council showed great interest in looking at the possibility of this. Mayor Hanson said at one time they thought it might be achievable by trading the owner for another piece of property. They agreed they would need to discuss it with the property owner and see if he has interest. They discussed using funds once they sell the Papago Fire Station to purchase the property next to Town Hall. Ms. Wink reminded them we can only pay appraised value for property as a Town. She let them know he had the appraisal done on the old Northland Pioneer College building jointly owned with the Town of Eagar. Eagar has shown interest in purchasing our half of the building. We are waiting for the return of the appraisal. The funds from that can also be used towards the property the Council is interested in. Heidi let them know we will get ARPA funds around 240,000 that can be used for broadband, infrastructure and items like that. Councilman Llamas asked if we acquire this property what are we going to do with it? Councilor Reidhead said we can expand our park, Mayor Hanson said parking is horrible during big events. This could be a parking area for overflow parking. Mr. Rasmussen agreed that expanding the park onto Main Street would look very nice. They discussed if they purchase it they will need to look into costs of improving and developing it. They looked at Mayor and Councils budget. Heidi asked if Council is still interested in getting tablets to be used as agenda packets? Council still wants to get tablets. Heidi said she did increase the attorney fees in the event we go into litigation, we have had threats of possible litigation regarding the marijuana farm. Finances budget is about the same with the exception of new filing cabinets. Mayor Hanson asked about budgeting for a new Town Manager. Heidi said it is budgeted for starting in July. We will start advertising for a Town Manager as soon as Council would like. Planning and Zoning department has an increase in salary and wages, Heidi explained this is for a full time Zoning Director. Councilor Reidhead said she would like us to also budget a code enforcement. Heidi explained this is inclusive of that. She said Kristy may also be able to help that department some with permitting. Heidi let them know she has budgeted for internet due to the County sending us notice of no longer providing it. Shelly said we should explore looking into satellite internet. Heidi said they are talking with the Unified School District to possibly work with them. We are working with the schools,

Sunstate, and Cellular one to see what our options are. Councilor Llamas said we would need to look into if we can get what we need from a satellite internet. Councilor Llamas asked if the police budget is for a full staff? Chief Merrill said yes, and our cadet is set to graduate in a couple days and then we will have one open position. He is also actively advertising a lateral officer. He gave his thoughts on first responders and call times and how it pertains to the Police Department and the Fire Departments. He said the Police Department is fully staffed with 7 officers. Councilor Reidhead asked for ideas how we could help bring in revenues for our first responders. Chief Pena said they can do things such as burn permits. He gave an example of a fire a couple years ago and that staffing is the most important thing. Council asked if the Town Hall Roof repairs will be this year or next. He explained that it is completely dependent on how soon they can get the material. They have ordered the duralast liner and other materials just waiting to see how soon they will be in. They will be billing us 2/3 of everything at start of the project so that should hit this fiscal year. The Council asked how long it will take them to complete the project. Tim anticipates once they start and have all materials about 1.5 weeks. Councilor Reidhead also noted that all departments need to verify they have tires, she has heard there will be a tire shortage. Heidi said we have put some extra into building maintenance and repairs to fix some electrical issues going on with Town Hall. Vice-Mayor MacKenzie asked about the increase in janitorial supplies, Heidi explained instead of each department paying individually for janitor costs they will all come from the building maintenance budget. She said some of the extra cost is also to allow us to hire someone to clean Town Hall, the Police Department, and the Airport. Mayor Hanson said that is a good idea, especially with inmates not coming back until probably close to August. The budget for Parks / Cemetery have increased. This is because they are planning to put in sprinklers at the Town Hall park. We currently have irrigation which we pay \$3,000 a year for that just floods the park for those weeks at a time. Tim feels we would do better with a sprinkler system. The irrigation water is not promised. A couple years ago we only had two turns. Sprinklers would allow us to control it regularly. The cost of the sprinkler system setup is a one time cost. Mr. Pena had concerns about the Rib burn if we set up a sprinkler system and pulling RV's out there. Heidi pointed out that event has almost outgrown our venue anyways. Councilor Reidhead said we can explore other property. Robert Pena said we can look at different parking areas in the gravel too. They also discussed adding a flagpole to the Town Hall park. The only things in HURF that are different are the big CIP's including the Hualapai/Sheldon project. Council discussed the Water Adjudication and hopes the legal fees will soon go down. Ms. Seils has budgeted some money in the Save our School fund for floor repairs. They will try for some grant monies with a match. They went over the new fund created for revenues at the Fire Department to go towards CIP's. Councilor Reidhead asked when we will be up for a CDBG grant, she said we just got it and we actually will have some roll over for next year. The gazebo will be in July, we bought the plans and the wood and it is in construction. Mayor Hanson asked Chief Merrill if we have looked into storing and towing vehicles to a secure lot here

instead of Springerville Auto-wreckers. This would be forfeiture vehicles. Dayson gave the example this is when an officer pulls over a vehicle with drugs and they forfeit the vehicle because they can't pay the impound fees. The Town could sell the vehicles. He also pointed out the Springerville Auto wreckers tows the vehicle and charges daily for impounds, the Towns actually losing money by Springerville Auto wreckers sending us the bill for the tow. The cost would be setting up the tow yard with proper security measures such as fencing, lighting, cameras, ect. However, Heidi believes in the long run this would help offset some of the departments expenditures. Councilor Reidhead said we just need to be careful where we put it, as Eagar has had some issues with the location of their impound yard. Councilman Llamas asked if this is linked to RICO funds. He said yes it is. Mr. Llamas continued that he likes the idea but wants to make sure it will not require additional staffing. Chief Merrill said it would not. Councilor Llamas also had concerns about hard water and minerals in our sprinkler system if that is something we do, it costs money for upkeep. Council directed Chief Merrill to look into it. Councilman Llamas asked Mr. Merrill in a year how many vehicles could we have impounded, he said not a lot. Himself alone probably 4 vehicles. But he explained if we do this and impound 1 vehicle that can be auctioned that is helpful along with the others who have to pay the impound fees. Lastly, Chief Merrill said he keeps hearing rumor that Apache County is possibly raising wages for law enforcement. He feels some officers are waiting to see if this is true, if they do not he believes we will get some lateral interest. Council directed they are ready to have the tentative budget placed on the next Council meeting.

4. ADJOURNMENT:

Minutes:

Robert MacKenzie / Shelly Reidhead motioned to adjourn at 5:29 p.m.

DISCUSSION: None

Vote results:

Ayes: 4 / Nays: 0

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



TOWN COUNCIL REGULAR MEETING

Minutes

Wednesday, June 16, 2021 at 6:00 pm

Attendees: Interim Town Manager - Heidi Wink, Town Clerk - Kelsi Miller, Fire Chief - Robert Pena Jr., Battalion Chief - Robert Pena III, Police Chief- Dayson Merrill, Community Services Director Robin Aguero, PW/PZ Director Timothy Rasmussen, Town Attorney - Tosca Henry

**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 Hanson called the meeting to order at 6:00 p.m. Brian Carpenter led the pledge of allegiance.

2. ROLL CALL:

Minutes:

The Town Clerk completed a Roll Call: Councilor Llamas- Present, Vice-Mayor MacKenzie - Present, Mayor Hanson - Present, Councilor Davis- Present, Councilor Reidhead- Present. A quorum is present.

3. PUBLIC PARTICIPATION:

Minutes:

Brian Carpenter an employee for the Town of Springerville community services

addressed the Mayor and Council. He updated that on the number of transportations they have done from March to May explaining a steady increase. It is \$5 for local transports and \$15 to go to Show Low. They try to go to Show Low once a month. They have started in house lunches again and they have increased. They are planning some future activities such as senior belly dancing on Wednesdays, senior nutrition and activities, bingo, and hopefully a trip to Laughlin or Petrified Forest. He explained the emotional challenges the staff at the center face.

Kay Dyson addressed the Mayor and Council. She let them know she is a Meals on Wheels volunteer and she wanted to show support to the item on the agenda looking for new ways to help with funding to the Senior Center. She explained previously they had an opportunity through NACOG to donate to the Center to get a tax credit and unfortunately it did not go through. She appreciates them looking at alternative ways to help and collect charity money for the seniors. Secondly she thanked Ms. Wink and Mr. Rasmussen for the information regarding a public hearing on July 13th to discuss dispensaries in the Town. Over the last 6 months we have heard from a wide variety of people regarding this topic. This issue will affect all of us. She thanked them for the chance to have a public hearing and believes it will be well attended as it affects the entire valley.

4. COUNCIL, MANAGER AND STAFF REPORTS:

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

Minutes:

Mayor Hanson updated that he attended the Springerville Airport fly in event on Saturday. The weather was great, it was well attended, and the skydivers were there. It was a successful event that is good for our community.

Councilor Davis updated he attended a Public Safety Personnel Retirement System meeting regarding the new hire of Officer Davis. His application was approved.

b. Interim Manager Heidi Wink: Summary Updates & presentation(s)

Minutes:

Interim Manager Wink asked Council if they want to put a float in the Fourth of July Parade? Council directed the Town Clerk to do so, they are not sure if they want to be on the float.

c. Staff Reports: Summary Updates

Minutes:

Robert Pena III the Battalion Chief addressed the Mayor and Council. He reported two fire fighters have completed their certifications for FFI and FFII. The department received funds through the apache county CDBG Grant and have purchased battery power extraction equipment. They also were awarded a grant to purchase CPR mannequins and have three people enrolled in the CPR and first aid instructor course. He reported they currently have a type 6 engine on the telegraph fire with three personnel. After budget discussions last week

the Council authorized the Fire Department to hire one additional full time contracted employee for one year to give the Council the ability to review the financial impacts and see if it is something they can financially support further. He reminded them he asked for two employees non-contract. He talked to different Chiefs and Fire Fighters and feels this is unheard of. HE explained this is not ideal to people who may want to apply. He wanted to review call volumes, over time, and response data. He gave them the four year averages on these items for the last year and the increase in calls. He let them know the data and stats are also included in their packets. He went over a recent fire and the amount of time it took for the engine to arrive. He explained the amount of over time these two positions could get, the overtime he gets, and the number of hours he donates to help the fire fighters train. He explains the new firefighter will want as much overtime as they can get at minimum wage, McDonalds is hiring for higher.

Robert Pena Jr. the Fire Chief addressed the Council. He explained regardless if they get addition employees the department will make it work. He said it really depends on where they want to future of the department to go. Volunteers are harder and harder to get. People hardly want to work in his opinion. He said they will continue to look into other avenues so that it will be less burden on the Town and they may be able to employ more people. Retaining people is as challenging as bringing on new. He gave a brief on the structure fire and that with Eagars back up they had 11 people total respond. Everyone is just trying to provide the best service as possible.

Chief Dayson Merrill let Council know that the cadet Mr. Davis has successfully completed the academy. He has started his first week as an officer, his father retired as a Springerville Police Officer.

Kelsi Miller asked the Council if anyone is interested in judging the parade with the Town of Eagar like last year. Shelly and Phil volunteered to help with parade judging. She updated that we planned to host an ADOT meeting in Springerville June 18th. That has been canceled the in person meeting as they decided they prefer to meet virtually at this time. When they go back to meeting in person they will consider our venue again.

5. CONSENT ITEMS:

Minutes:

Robert MacKenzie / Shelly Reidhead motioned to adopt consent items 5a and 5b as presented.

DISCUSSION: None

Vote results:

Ayes: 5 / Nays: 0

- a. Consider approval of the May 19, 2021 Town Council Regular Meeting minutes.
- b. Consider ratification and approval of accountys payable register from

OLD BUSINESS

6. FIRE CHIEF CONTRACT:

Minutes:

ACTION 1: Robert MacKenzie / Ruben Llamas motioned to reappoint Robert Pena as the Springerville Fire Chief and authorize the Interim Town Manager to renegotiate and execute a contract.

DISCUSSION: Councilor Reidhead has concerns of nepotism. Mayor Hanson asked the Town attorney if nepotism is appropriate. Tosca Henry the Town Attorney explained she unfamiliar with the details surrounding this matter. It was explained that the battalion chief and the fire chief are father/son. She let them know she would be happy to look into this concern, she is not currently privy to the details of how they handle direct supervision. Councilor Llamas asked if nepotism is against the law? She said it determines how you define the law, she will need to look at how we define it in our codes and policies. Councilor Llamas explained living in a small town a lot of people work with family members. He feels it would be a shame to tell someone they can't work somewhere because their family works there. He asked Mr. Pena how long he and his son have worked together, he stated about 10 years. Councilor Llamas said he thinks we need to look into our rules on nepotism so that we don't lose qualified individuals because of it. They discussed having one report to Council and one report to the Town Manager, however they are still in the same department. Mayor Hanson asked Ms. Henry to look further into the nepotism. Chief Pena requested to make a statement to the Council, Mayor Hanson, agreed. Mr. Pena explained to them he understands this situation and this is not the first time this has come up. He coached his kids. He did not favor his kids. He agrees the nepotism policy needs to be rewrote. He said it is hard enough to get people to apply for jobs, the Town needs to be hiring the best person possible. He gave examples parents teaching, coaching, and kids following their parents footsteps. He explains he treats his son, the battalion chief the same as the other fire fighters. He mentioned a situation last year regarding finance policy issue that came up. He feels these policies are things we need to slow down on so we don't make these mistakes. More training on the policies and how to carry them out properly are needed. He understands the nepotism concern, but he doesn't totally agree with it. He simply expects all fire fighters to do their job. Mayor Hanson reiterated he wants Ms. Henry to review the policy how it would apply in this situation first. Vice-Mayor MacKenzie reminded Council this contract ends at the end of this month. Councilor Reidhead said that still gives Council plenty of time, it is only the 16th. Vice-Mayor MacKenzie does not believe nepotism is a factor here, these are two qualified people. Councilor Reidhead said we need to look more into this to be able to move forward correctly, whatever that is. Mr. Pena asked when the nepotism policy came into place? Without looking into it staff was unsure. A vote was called for.

VOTE ON FIRST MOTION: Ayes 2

Nays: 3

ACTION 2: Shelly Reidhead/ Richard Davis motioned to table this item until the attorney can look into this and research this.

2nd DISCUSSION: Councilor Llamas said it is almost the end of the month and we need to revisit this soon.

VOTE ON SECOND MOTION: Ayes: 3

Nays: 2

NEW BUSINESS

7. FISCAL YEAR 21/22 TENTATIVE BUDGET:

Minutes:

Richard Davis/ Robert MacKenzie motioned to adopt the FY 2021/2022 tentative budget for the Town of Springerville as presented.

DISCUSSION: Councilor Llamas asked if this included the changes they discussed earlier. Ms. Wink said yes, this includes all discussed changes and they are in the Councils books.

Vote results:

Ayes: 5 / Nays: 0

8. Ordinance 2021-001:

a. DISCUSSION:

Minutes:

DISCUSSION: Mayor Hanson requested this item be placed on the agenda. He would like us to start Council meetings earlier. Vice-Mayor MacKenzie said starting earlier may make it difficult for people to make the meetings. Councilor Llamas pointed out that 4 of the 5 Council members also work and it would be more difficult to get to the meetings. The public voiced concerns about being able to make it to an earlier meeting with work schedules, a lot of people work until 5:00. They stated the majority of people in Town work 4 days a week so they have longer work days, and parents need to be able to make accommodations with kids prior the meetings. Council showed support to leave the meeting at 6:00 p.m. They will not be doing a first reading.

b. FIRST READING:

9. DIRECTION OF THE COMMUNITY CENTER:

Minutes:

Mayor Hanson reminded everyone that the Community Center is the Senior Center. Robin Aguero the director of the center agreed, she wants people to realize the services they provide are much more than just a senior center. Ms. Wink explained Councilor Reidhead had brought up this subject and wanted to discuss it. They agreed this was a discussion that should take place with all Councilors. Ms. Reidhead shared her thoughts about the potential for more grants if the center was a 501C3. Ms. Aguero said when this item was placed on the agenda she started reaching out to program managers, consultants, and other centers to research the benefits and

disadvantages. She explained there are two options when applying for a 501C3. The first option is to apply with the status being under the Town of Springerville. There are some successes of applying this way, she listed a name of nearby Towns and Cities that have done this including Show Low. The second option is to apply for a 501C3 status independently. This option was highly discouraged by everyone she talked to. She explained currently all financial contracts and grants are listed with as the Town of Springerville. She went over the current grants and contracts and the amounts the center could possibly lose by going independent. Councilor Reidhead asked why they wouldn't be able to keep the funds from those. She further explained when you write a grant you say who you are, what your financial systems are. These are all written with those being the Town of Springerville. They could reapply for some of these grants after certain time frames. Based on her calculations she could lose up to \$522,712 in a five years. She added the Community Center can not afford the 2 million dollar insurance policy, a separate insurance without the umbrella of the Town would be significantly more expensive. She was informed by project managers that they encourage agencies to become part of Towns to help with insurance costs. Every funding source they apply for requires that they have financial systems in place, audits, and staff capable. One grant needs financial references and through the Town they have these. she explained if it isn't broke, don't fix it. If the Council decides to have them go independent it was suggested it is done so with a five year plan. This will allow them to establish and transition. She reiterated the services they provided and gave them the data of their clients and the fact that most of their clients are in poverty. She asked Council how they thought this would be beneficial to the Town and the community? Council agreed after hearing the research Robin conducted, having the center go independently as their entity would not be beneficial. Heidi agreed with Council, this could result in loss of funds for the center. Council agreed that researching the 501C3 option as an umbrella under the Town of Springerville may be beneficial. Robin explained a benefit of being part of the Town while also having the 501C3 is being a qualifying charitable organization. This is beneficial for those giving donations to the center. Heidi feels this will increase their donations. Robin said they would have to work out who they would put the staff under. They can't be employed by both. If you have a 501C3 you would also have to form a board of directors. At this point Robin does not feel like it would be in their best interest. Mayor Hanson said if it comes up again we now have the data and research for those discussions. Councilor Llamas asked Robin a few questions about her data and asked what the Town of Springerville provides her now? Currently the in-kind services and \$35,000 from the general budget. She explained that is less than 1% of the total Springerville budget. Heidi explained that most of their payroll is all paid via grants. Council's discussion indicated they would like to keep it the way it is.

10. EVENT TRAILER:

Minutes:

Interim Town Manager Heidi Wink explained the White Mountain historical society

would like the Town of Springerville to take over the event trailer including licensing it under the Town. Mayor Hanson said we already rent it out for them so we may as well have the entire thing under us. It was explained they would simply be signing the title over to the Town, we would not be paying any money for the trailer and contents. The trailer was a TEP donation and the point is to make sure contents are available for the community to rent at a low rate. The rental rate is \$25 and the funds go back into maintenance of the trailer. Council directed staff to acquire the trailer and contents.

11. ADJOURNMENT:

Minutes:

Robert MacKenzie/ Shelly Reidhead motioned to adjourn at 7:00 p.m.

Vote results:

Ayes: 5 / Nays: 0

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 during the call to the public up to 3 minutes. 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 06/26/2021 at 4:36 PM



DRAFT

TOWN COUNCIL SPECIAL MEETING

Minutes

Wednesday, June 23, 2021 at 6:00 pm

Attendees: Interim Town Manager - Heidi Wink, Town Clerk - Kelsi Miller, Fire Chief - Robert Pena Jr., Battalion Chief - Robert Pena III, Tosca Henry - Town Attorney via phone

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

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

TOWN COUNCIL SPECIAL MEETING: 6:00 P.M.

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE:

Minutes:

Mayor Hanson called the meeting to order at 6:00 p.m. and led the pledge of allegiance.

2. ROLL CALL:

Minutes:

The Town Clerk completed a roll call. Councilor Llamas - Present, Vice-Mayor MacKenzie - Present, Mayor Hanson - Present, Councilor Davis - Present, Councilor Reidhead - Present.

A quorum is present.

OLD BUSINESS

3. FIRE CHIEF CONTRACT:

Minutes:

ACTION: Robert MacKenzie / Ruben Llamas motioned to reappoint Robert Pena as the Springerville Fire Chief and authorize the Interim Town Manager to renegotiate and execute a contract.

DISCUSSION: None

Motioned failed. Council directed staff to advertise the position via RFQ.

Vote results:

Ayes: 2 / Nays: 3

NEW BUSINESS

4. DISCUSSION ITEMS:

a. Hearing Officer

Minutes:

Interim Town Manager Heidi Wink explained that Eagar no longer wishes to serve as the hearing officer for Springerville. She asked they think of some ideas or give some suggestions. Ideas that were discussed included reaching out to the AZ League of Cities and Towns, South West Risk, and looking at hiring an outside agency.

b. Zoning Administrator

Minutes:

Ms. Wink explained a councilor has asked for this item to be placed on the agenda to discuss. Councilor Reidhead said she wanted to discuss that currently the Town code has the Zoning Administrator to be appointed by Council. The positions in the Town Code are all over with who appoints what position. Manager Wink said she will reach out to other Towns and find out what positions are appointed by Council and what positions are appointed by the manager so we can clean up the code in the future.

5. ADJOURNMENT:

Minutes:

Richard Davis/ Shelly Reidhead motioned to adjourn at 6:06 p.m.

Vote results:

Ayes: 5 / Nays: 0

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



TOWN OF SPRINGERVILLE

"GATEWAY TO THE WHITE MOUNTAINS"

Council Meeting July 21, 2021

Check Register

06/10/21 thru 07/12/21 Accounts Payable Expenses	\$322,125.87
Pay Period End 06/05/21 & 06/19/21	\$162,374.87
Total Expensed Dollar Amount for Consent Agenda	\$484,500.74
Total Revenue Received 06/10/21 thru 07/12/21	\$498,329.60

Balances on all cash accounts as of July 12, 2021

Checking Account	\$4,620,101.70
LGIP Savings	\$3,032,040.57

Report Criteria:
 Report type: GL detail

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
06/30/2021	98173	AZ Dept of Water Resource	NOI-Intent to modify well	150.00- V	10-210-5027
06/10/2021	98187	Ann Rogers	Overpayment Refund	66.84- V	10-000-1012
06/10/2021	98187	Ann Rogers	Refund Water Deposit Balance	100.00- V	10-000-2025
06/10/2021	98187	Ann Rogers	Refund Sewer Deposit Balance	100.00- V	11-000-2025
06/17/2021	98204	Brown & Brown Law Offices	May 2021 Water Adjudication	4,165.51	10-210-5033
06/17/2021	98205	Budget Blinds	Blinds/Install	1,399.00	01-140-5071
06/17/2021	98206	Certizona Fire & Safety	Servicing and inspection of fire extinguishers	197.30	01-145-5061
06/17/2021	98207	Dakota Pump Inc	Lift Station Pump Parts	15,004.00	11-215-5071
06/17/2021	98208	Dana Kepner Company	Multiple parts for line maint.	120.54	11-215-5129
06/17/2021	98208	Dana Kepner Company	Multiple parts for line maint.	5,153.31	10-210-5126
06/17/2021	98209	Frontier	Telephone	85.86	01-115-5016
06/17/2021	98209	Frontier	Telephone	19.51	01-120-5016
06/17/2021	98209	Frontier	Telephone	19.51	01-125-5016
06/17/2021	98209	Frontier	Telephone	156.12	01-130-5016
06/17/2021	98209	Frontier	Telephone	146.46	01-140-5016
06/17/2021	98209	Frontier	Telephone	19.51	01-150-5016
06/17/2021	98209	Frontier	Telephone	19.51	02-170-5016
06/17/2021	98209	Frontier	Telephone	333.49	04-180-5016
06/17/2021	98209	Frontier	Telephone	39.03	10-210-5016
06/17/2021	98209	Frontier	Telephone	31.22	11-215-5016
06/17/2021	98209	Frontier	Telephone	80.79	02-170-5016
06/17/2021	98210	Hatch Construction and Paving	Concrete mix 23 tons	2,558.61	01-140-5062
06/17/2021	98211	Amie Rogers	Ad for Maverick Magazine	120.00	01-150-5019
06/17/2021	98212	McCauley Construction Inc.	ADA Park Project	40,631.25	25-285-5302
06/17/2021	98213	Navopache Electric Co-Op	Electricity	338.23	01-115-5021
06/17/2021	98213	Navopache Electric Co-Op	Electricity	19.37	01-120-5021
06/17/2021	98213	Navopache Electric Co-Op	Electricity	12.92	01-125-5021
06/17/2021	98213	Navopache Electric Co-Op	Electricity	321.69	01-130-5021
06/17/2021	98213	Navopache Electric Co-Op	Electricity	59.42	01-135-5021
06/17/2021	98213	Navopache Electric Co-Op	Electricity	115.22	01-140-5021
06/17/2021	98213	Navopache Electric Co-Op	Electricity	62.16	01-150-5021
06/17/2021	98213	Navopache Electric Co-Op	Electricity	80.71	01-155-5021
06/17/2021	98213	Navopache Electric Co-Op	Electricity	663.28	01-160-5021
06/17/2021	98213	Navopache Electric Co-Op	Electricity	2,730.35	02-170-5021
06/17/2021	98213	Navopache Electric Co-Op	Electricity	935.13	04-180-5021
06/17/2021	98213	Navopache Electric Co-Op	Electricity	4,780.93	10-210-5021
06/17/2021	98213	Navopache Electric Co-Op	Electricity	2,242.22	11-215-5021
06/17/2021	98213	Navopache Electric Co-Op	Electricity	465.75	22-270-5021
06/17/2021	98213	Navopache Electric Co-Op	Electricity	222.79	01-150-5021

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
06/17/2021	98214	Petty Cash	Torx Screwdriver - Davis Ace	7.19	01-150-5061
06/17/2021	98214	Petty Cash	Sandwiches - Bashas	39.18	01-150-5060
06/17/2021	98214	Petty Cash	General Supplies - Casa Melpais Open house	6.55	01-150-5020
06/17/2021	98215	Quill	toner, clipboards, file folders	470.86	46-385-5009
06/17/2021	98215	Quill	File Folder	51.84	46-385-5009
06/17/2021	98215	Quill	Candy	23.55	01-115-5030
06/17/2021	98216	Shamrock Foods Co	Food General	1,175.02	19-255-5060
06/17/2021	98216	Shamrock Foods Co	Rinse Aid	109.52	20-260-5089
06/17/2021	98217	Timothy B. Shaffery Law Office	May 2021 Legal Fees	722.00	01-106-5138
06/17/2021	98218	United Food Bank	Food Supplies	41.42	19-255-5060
06/17/2021	98219	Mike Kilpatrick	water deposit refund	36.11	10-000-2025
06/17/2021	98220	Woodland Bldg Center	Shelving	28.82	11-215-5062
06/17/2021	98220	Woodland Bldg Center	Spray Paint & Stencils	653.18	01-140-5071
06/17/2021	98220	Woodland Bldg Center	Nuts & Wire Stripper	51.79	01-145-5062
06/17/2021	98220	Woodland Bldg Center	Bolts	1.09	01-140-5071
06/17/2021	98220	Woodland Bldg Center	Supplies for remodel	1,097.85	01-140-5071
06/17/2021	98220	Woodland Bldg Center	Supplies for remodel	36.52	01-140-5071
06/17/2021	98220	Woodland Bldg Center	Stain	9.26	01-140-5071
06/17/2021	98220	Woodland Bldg Center	Supplies for remodel	54.53	01-140-5071
06/17/2021	98220	Woodland Bldg Center	Supplies for remodel	49.11	01-140-5071
06/17/2021	98220	Woodland Bldg Center	Supplies for remodel	81.79	01-140-5071
06/17/2021	98220	Woodland Bldg Center	Supplies for remodel	1,537.04	01-140-5071
06/17/2021	98220	Woodland Bldg Center	Supplies for repair	52.00	04-180-5062
06/17/2021	98220	Woodland Bldg Center	CDBG Park Gazebo	7,237.67	01-100-5135
06/17/2021	98220	Woodland Bldg Center	Supplies for remodel	75.46	01-140-5071
06/17/2021	98220	Woodland Bldg Center	Supplies for remodel	36.52	01-140-5071
06/17/2021	98220	Woodland Bldg Center	Spray Paint & Stencils	16.66	10-210-5062
06/17/2021	98220	Woodland Bldg Center	Ant Killer & Landscape	43.07	01-160-5047
06/17/2021	98220	Woodland Bldg Center	Metal Screen	2.68	10-210-5061
06/17/2021	98221	Xerox Corporation	Billable prints June 2021 WC7328P	40.51	01-130-5019
06/21/2021	98222	Woodson Engineering & Surveying	Sheldon - Merrill - Hualapai Street Project	2,507.50	02-170-5301
06/21/2021	98222	Woodson Engineering & Surveying	ADA Improvements CDBG	4,774.62	25-285-5301
06/23/2021	98234	Aflac	AFLAC Payable	173.22	01-000-2024
06/23/2021	98235	Apache Co Board of Supervisor	Monthly Payment June 2021 - County Court Services	3,356.25	01-110-5056
06/23/2021	98236	Arizona Police Psychology	Fit for Duty Exam	1,200.00	01-130-5134
06/23/2021	98237	Blue Hills Env Assn Inc.	Tons Final/Delta Acct	164.00	02-170-5018
06/23/2021	98237	Blue Hills Env Assn Inc.	Delta Account	44.75	02-170-5018
06/23/2021	98238	C & A Enterprises LLC	South Hanger Gate Installation	4,000.00	04-180-5071
06/23/2021	98239	Certizona Fire & Safety	Servicing and inspection of fire extinguishers	391.97	01-145-5062
06/23/2021	98239	Certizona Fire & Safety	Servicing and inspection of fire extinguishers	122.35	01-145-5062
06/23/2021	98239	Certizona Fire & Safety	Servicing and inspection of fire extinguishers and Town Hall Service	209.99	01-145-5062
06/23/2021	98239	Certizona Fire & Safety	Servicing and inspection of fire extinguishers	155.48	01-145-5062

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
06/23/2021	98239	Certizona Fire & Safety	Servicing and inspection of fire extinguishers	40.90	01-145-5062
06/23/2021	98239	Certizona Fire & Safety	Servicing and inspection of fire extinguishers	281.40	01-145-5062
06/23/2021	98239	Certizona Fire & Safety	SC Emergency Light Main/Rep	259.91	01-145-5062
06/23/2021	98240	Continuous Raingutter Systems	Gutters and installation for PD	998.00	01-145-5062
06/23/2021	98241	Frontier	phone service	50.98	01-140-5016
06/23/2021	98242	Global Medical Response	Refund of Terminal Rent/Deposit	528.00	04-000-4076
06/23/2021	98243	Kimley - Horn and assoc. , inc.	Project ALP Update/ S. Hanger CATEX	22,000.00	04-180-5012
06/23/2021	98244	LegalShield	Prepaid Legal	102.65	01-000-2019
06/23/2021	98245	Mohave Environmental Lab corp	2 microbiological water testing	60.00	10-210-5123
06/23/2021	98245	Mohave Environmental Lab corp	1 microbiological water, 4 fecal & 4 courier service	250.00	11-215-5123
06/23/2021	98246	NBA Bank Card Center	Lunch Meeting With ToE Mgr	41.97	01-115-5017
06/23/2021	98246	NBA Bank Card Center	Employee Annversary	130.81	01-115-5057
06/23/2021	98246	NBA Bank Card Center	Emergency Light/Siren Package	854.13	01-140-5064
06/23/2021	98246	NBA Bank Card Center	Counter Material	260.30	01-140-5071
06/23/2021	98246	NBA Bank Card Center	Hotel for Phsys Eval	159.72	01-130-5017
06/23/2021	98246	NBA Bank Card Center	Quill Order	360.10	46-385-5009
06/23/2021	98246	NBA Bank Card Center	Amazon Order	56.70	03-175-5030
06/23/2021	98246	NBA Bank Card Center	Return of Ink - Credit	25.01-	16-240-5009
06/23/2021	98246	NBA Bank Card Center	Dynamic iSonic 4000 - Flow Meter	2,360.16	11-215-5064
06/23/2021	98246	NBA Bank Card Center	Cordless Saw	115.59	01-145-5073
06/23/2021	98246	NBA Bank Card Center	Metal Halide Bulbs	116.75	02-170-5081
06/23/2021	98246	NBA Bank Card Center	Postage - documents	7.70	10-210-5010
06/23/2021	98246	NBA Bank Card Center	Orient Trad Co. - patriotic items	59.38	01-150-5020
06/23/2021	98246	NBA Bank Card Center	Registration Fee for AZ Gov Conf	375.00	01-150-5017
06/23/2021	98246	NBA Bank Card Center	Dollar Gen - Storage Cont.	49.10	01-150-5009
06/23/2021	98246	NBA Bank Card Center	Safeway - Cookies	25.81	04-180-5030
06/23/2021	98246	NBA Bank Card Center	Super Glue	4.23	04-180-5062
06/23/2021	98246	NBA Bank Card Center	Tools for faucet	10.48	04-180-5073
06/23/2021	98246	NBA Bank Card Center	Sling.com	60.00	04-180-5030
06/23/2021	98246	NBA Bank Card Center	Fuel	57.79	01-140-5011
06/23/2021	98246	NBA Bank Card Center	Fuel	33.00	01-140-5011
06/23/2021	98246	NBA Bank Card Center	Fuel	15.55	01-140-5011
06/23/2021	98246	NBA Bank Card Center	Fuel	63.77	01-140-5011
06/23/2021	98247	Shamrock Foods Co	Food General	422.71	19-255-5060
06/23/2021	98248	Southwest transmission	Transmission Service #42 vehicle	408.33	01-160-5024
06/23/2021	98249	Springerville Automotive	2021 Ford Alignment	75.00	01-140-5024
06/23/2021	98249	Springerville Automotive	04 Ford Alignment	80.00	01-140-5024
06/23/2021	98250	Standard Electric	8ft LED Bulbs	73.55	01-140-5071
06/23/2021	98251	Town of Eagar	1/2 NPC Electric June 2021	109.50	01-115-5048
06/23/2021	98252	Robert Meyer	water deposit refund	1.15	10-000-2025
06/23/2021	98252	Robert Meyer	Sewer Deposit Refund	25.00	11-000-2025
06/23/2021	98253	Virtower LLC	Monthly Access	400.00	04-180-5025

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
06/30/2021	98255	Albertsons / Safeway	8 Cases of Water	20.60	01-130-5030
06/30/2021	98255	Albertsons / Safeway	sandwiches and salad	48.13	01-130-5030
06/30/2021	98255	Albertsons / Safeway	water, fruit and veggie tray	33.96	01-115-5030
06/30/2021	98255	Albertsons / Safeway	Birthday cake for Mayor	20.59	01-105-5030
06/30/2021	98255	Albertsons / Safeway	admin appreciation bagels/fruit tray	43.12	01-115-5030
06/30/2021	98255	Albertsons / Safeway	cupcake & card for birthday	16.71	01-115-5030
06/30/2021	98255	Albertsons / Safeway	Milk and Rolls	10.89	19-255-5060
06/30/2021	98255	Albertsons / Safeway	Refridg/Grocery/Produce	90.75	19-255-5060
06/30/2021	98255	Albertsons / Safeway	cucumbers, baked goods, salsa	27.21	19-255-5060
06/30/2021	98255	Albertsons / Safeway	Ice and Donuts for Volunteers	13.86	01-150-5060
06/30/2021	98255	Albertsons / Safeway	10 cases of water	25.75	01-130-5030
06/30/2021	98255	Albertsons / Safeway	water,boxed lunches	45.27	01-150-5060
06/30/2021	98255	Albertsons / Safeway	Refridg/Meat/Produce	25.33	19-255-5060
06/30/2021	98255	Albertsons / Safeway	peppers	15.61	19-255-5060
06/30/2021	98256	Apache Co Treasurer	May Docket Fees	13.68	01-000-2011
06/30/2021	98257	Ascent Aviation Group, Inc.	Jet A Fuel	19,414.20	04-180-5090
06/30/2021	98258	AZ State Retirement	March21-April21 Prem.Ben.Reim	539.76	01-000-2017
06/30/2021	98258	AZ State Retirement	Feb20-Jun2020 Prem.Ben.Reim	464.28	01-000-2017
06/30/2021	98258	AZ State Retirement	July20-April2021 Prem.Ben.Reim	851.18	01-000-2017
06/30/2021	98258	AZ State Retirement	March21-April21 Prem.Ben.Reim	539.76- V	01-000-2017
06/30/2021	98258	AZ State Retirement	Feb20-Jun2020 Prem.Ben.Reim	464.28- V	01-000-2017
06/30/2021	98258	AZ State Retirement	July20-April2021 Prem.Ben.Reim	851.18- V	01-000-2017
06/30/2021	98259	AZ State Treasurer	citation sucharge May 2021	2,223.38	01-000-2011
06/30/2021	98260	Casabella Pyrotechnics	Fireworks	16,162.52	01-105-5020
06/30/2021	98260	Casabella Pyrotechnics	4th of July Fireworks	1,170.00	01-105-5020
06/30/2021	98260	Casabella Pyrotechnics	Replacement Battery	115.96	01-105-5020
06/30/2021	98261	Cedar Hills Electric, Inc.	Fuel System Repair	200.00	04-180-5061
06/30/2021	98262	Continuous Raingutter Systems	Gutters and installation for PD	460.00	01-145-5062
06/30/2021	98263	Dana Kepner Company	Multiple parts for line maint.- part 2 back order	635.31	10-210-5129
06/30/2021	98263	Dana Kepner Company	Multiple parts for line maint.part 2 back order	917.11	10-210-5126
06/30/2021	98264	GreatAmerica Financial Svcs	TH Lanier Lease Interest 015-1446074-000	34.15	01-115-5094
06/30/2021	98264	GreatAmerica Financial Svcs	TH Lanier Lease Principal 015-1446074-000	375.17	01-115-5093
06/30/2021	98264	GreatAmerica Financial Svcs	Color Copies	3.96	01-115-5019
06/30/2021	98264	GreatAmerica Financial Svcs	SC Lanier lease interest 015-1449186-000	9.72	16-240-5094
06/30/2021	98264	GreatAmerica Financial Svcs	SC Lanier lease principal 015-1449186-000	106.83	16-240-5093
06/30/2021	98265	High Country Awards	Recognition Award	58.21	01-135-5030
06/30/2021	98266	Interwest Safety Supply, LLC	Street Signs x3	190.54	02-170-5137
06/30/2021	98267	Kimley - Horn and assoc. , Inc.	Project Admin services through May 2021	626.16	35-340-5300
06/30/2021	98267	Kimley - Horn and assoc. , Inc.	Project Admin services through May 2021	12,755.69	35-340-5305
06/30/2021	98267	Kimley - Horn and assoc. , Inc.	Project Admin services through May 2021	626.15	35-340-5309
06/30/2021	98268	Mead Publishing Inc	White Mtns Magazine Ad	1,545.00	01-150-5019
06/30/2021	98269	Mohave Environmental Lab corp	Sewer testing-Effluent Outfall/Monitor Well	350.00	11-215-5123

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
06/30/2021	98270	NACOG	CDBG Contruccion/Project Close out	5,000.00	25-285-5014
06/30/2021	98271	Pitney Bowes Inc	postage	9.10	01-115-5010
06/30/2021	98271	Pitney Bowes Inc	postage	75.99	01-120-5010
06/30/2021	98271	Pitney Bowes Inc	postage	55.68	01-125-5010
06/30/2021	98271	Pitney Bowes Inc	postage	10.51	01-130-5010
06/30/2021	98271	Pitney Bowes Inc	postage	14.52	01-150-5010
06/30/2021	98271	Pitney Bowes Inc	postage	2.51	02-170-5010
06/30/2021	98271	Pitney Bowes Inc	postage	14.22	04-180-5010
06/30/2021	98271	Pitney Bowes Inc	postage	182.49	10-210-5010
06/30/2021	98271	Pitney Bowes Inc	postage	138.48	11-215-5010
06/30/2021	98271	Pitney Bowes Inc	ink for meter and tape sheets	343.08	01-115-5009
06/30/2021	98271	Pitney Bowes Inc	postage	9.10- V	01-115-5010
06/30/2021	98271	Pitney Bowes Inc	postage	75.99- V	01-120-5010
06/30/2021	98271	Pitney Bowes Inc	postage	55.68- V	01-125-5010
06/30/2021	98271	Pitney Bowes Inc	postage	10.51- V	01-130-5010
06/30/2021	98271	Pitney Bowes Inc	postage	14.52- V	01-150-5010
06/30/2021	98271	Pitney Bowes Inc	postage	2.51- V	02-170-5010
06/30/2021	98271	Pitney Bowes Inc	postage	14.22- V	04-180-5010
06/30/2021	98271	Pitney Bowes Inc	postage	182.49- V	10-210-5010
06/30/2021	98271	Pitney Bowes Inc	postage	138.48- V	11-215-5010
06/30/2021	98271	Pitney Bowes Inc	ink for meter and tape sheets	343.08- V	01-115-5009
06/30/2021	98272	Quality 1st Roofing Inc	Roofing at Town Hall	67,973.40	01-145-5071
06/30/2021	98273	Quill	Toner, Files, Keyboard, mouse, Labels	372.80	46-385-5009
06/30/2021	98273	Quill	File Folder	12.80	01-115-5009
06/30/2021	98273	Quill	Folders and labels	214.48	01-120-5009
06/30/2021	98273	Quill	Office Chair	255.13	46-385-5009
06/30/2021	98274	Rhinehart Oil Co. , LLC	R10005172 Fuel	32.90	42-365-5011
06/30/2021	98274	Rhinehart Oil Co. , LLC	R10005172 Fuel	32.89	15-235-5011
06/30/2021	98274	Rhinehart Oil Co. , LLC	R10005172 Fuel	32.89	13-225-5011
06/30/2021	98274	Rhinehart Oil Co. , LLC	R10005173 Fuel	329.05	01-155-5011
06/30/2021	98274	Rhinehart Oil Co. , LLC	R10005173 Fuel	144.45	01-160-5011
06/30/2021	98274	Rhinehart Oil Co. , LLC	R10005173 Fuel	77.85	02-170-5011
06/30/2021	98274	Rhinehart Oil Co. , LLC	R10005173 Fuel	75.90	11-215-5011
06/30/2021	98274	Rhinehart Oil Co. , LLC	R10005173 Fuel	145.96	10-210-5011
06/30/2021	98274	Rhinehart Oil Co. , LLC	R10005174 Fuel	478.51	01-130-5011
06/30/2021	98274	Rhinehart Oil Co. , LLC	R10005174 Fuel	61.34	01-135-5011
06/30/2021	98275	Sierra Propane	Propane Delivery	23.06	04-180-5022
06/30/2021	98275	Sierra Propane	tank rental	13.09	01-115-5022
06/30/2021	98275	Sierra Propane	Propane Delivery	22.81	04-180-5022
06/30/2021	98275	Sierra Propane	Propane Delivery	22.55	04-180-5022
06/30/2021	98275	Sierra Propane	Service Ticket 108118	54.50	04-180-5022
06/30/2021	98275	Sierra Propane	Propane Delivery	63.50	16-240-5022

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
06/30/2021	98275	Sierra Propane	Propane Delivery	29.08	01-115-5022
06/30/2021	98275	Sierra Propane	Propane Delivery	17.45	01-120-5022
06/30/2021	98275	Sierra Propane	Propane Delivery	11.63	01-125-5022
06/30/2021	98275	Sierra Propane	Propane Delivery	58.14	01-150-5022
06/30/2021	98275	Sierra Propane	Propane Delivery	18.96	04-180-5022
06/30/2021	98275	Sierra Propane	Propane Delivery	26.22	01-120-5022
06/30/2021	98275	Sierra Propane	Propane Delivery	43.71	01-115-5022
06/30/2021	98275	Sierra Propane	Propane Delivery	17.48	01-125-5022
06/30/2021	98275	Sierra Propane	Propane Delivery	87.41	01-150-5022
06/30/2021	98276	JTJ Holdings LLC	Overpayment Refund	66.84	10-000-1012
06/30/2021	98276	JTJ Holdings LLC	Refund Water Deposit Balance	100.00	10-000-2025
06/30/2021	98276	JTJ Holdings LLC	Refund Sewer Deposit Balance	100.00	11-000-2025
06/30/2021	98277	Valley Imaging Solutions	Senior Center Machine	28.75	16-240-5061
06/30/2021	98278	Western Drug Co	Parade Decorations	54.52	01-105-5020
06/30/2021	98279	Woodland Bldg Center	Supplies for remodel	25.93	01-140-5071
06/30/2021	98279	Woodland Bldg Center	Poly film blk	21.80	01-145-5062
06/30/2021	98279	Woodland Bldg Center	Bolt Cutters	39.81	04-180-5073
06/30/2021	98279	Woodland Bldg Center	Supplies (concrete, corner, sheetrock, casing)	96.88	01-140-5071
06/30/2021	98279	Woodland Bldg Center	Supplies for remodel	13.48	01-140-5071
06/30/2021	98279	Woodland Bldg Center	Supplies for remodel	23.94	01-140-5071
06/30/2021	98279	Woodland Bldg Center	Supplies for remodel	19.34	01-140-5071
06/30/2021	98279	Woodland Bldg Center	ADA Gazebo	245.06	01-100-5135
06/30/2021	98279	Woodland Bldg Center	Supplies for remodel	103.91	01-140-5071
06/30/2021	98279	Woodland Bldg Center	Supplies for remodel	173.68	01-140-5071
06/30/2021	98279	Woodland Bldg Center	Supplies for remodel	10.90	01-140-5071
06/30/2021	98279	Woodland Bldg Center	Supplies (bolt, bits, floor stop)	25.25	01-145-5062
06/30/2021	98279	Woodland Bldg Center	Spinkier Timer	29.99	01-160-5047
06/30/2021	98279	Woodland Bldg Center	WIFA Project- well meters	17.53	10-210-5302
06/30/2021	98279	Woodland Bldg Center	Planking and glue	1,955.97	01-140-5071
06/30/2021	98279	Woodland Bldg Center	Supplies for remodel	129.32	01-140-5071
06/30/2021	98279	Woodland Bldg Center	Wormdrive Saw	447.30	01-145-5073
06/30/2021	98279	Woodland Bldg Center	Caulking for repairs	6.54	01-145-5062
06/30/2021	98279	Woodland Bldg Center	blades	37.63	01-145-5073
06/30/2021	98279	Woodland Bldg Center	Lag screws, washers, cover	262.24	01-145-5062
06/30/2021	98279	Woodland Bldg Center	Supplies for remodel	151.63	01-140-5071
06/30/2021	98279	Woodland Bldg Center	Supplies for remodel	583.74	01-140-5071
06/30/2021	98279	Woodland Bldg Center	Yard Hydrant	68.30	01-160-5047
06/30/2021	98279	Woodland Bldg Center	Caulking gun	8.50	10-210-5073
06/30/2021	98279	Woodland Bldg Center	Sealant and weather stripping	33.30	10-210-5062
06/30/2021	98279	Woodland Bldg Center	expanding foam	8.71	10-210-5062
06/30/2021	98279	Woodland Bldg Center	Bolt, wash, nuts	13.16	11-215-5061
06/30/2021	98279	Woodland Bldg Center	Sanding disc	25.63	01-100-5135

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
06/30/2021	98280	Wyckoff, Tabitha	mural painting	620.00	01-150-5020
07/01/2021	98281	Car Quest	battery X2	381.83	01-140-5061
07/01/2021	98282	Caselle, Inc	Annual Support & Maint FY 21-22	2,394.00	01-115-5014
07/01/2021	98282	Caselle, Inc	Annual Contract Support FY21-22	5,586.00	01-120-5014
07/01/2021	98282	Caselle, Inc	Annual Contract Support FY21-22	1,596.00	01-160-5014
07/01/2021	98282	Caselle, Inc	Annual Contract Support FY21-22	3,192.00	10-210-5014
07/01/2021	98282	Caselle, Inc	Annual Contract Support FY21-22	3,192.00	11-215-5014
07/01/2021	98283	Davis Hardware	Window Air Conditioner	349.11	01-145-5064
07/01/2021	98283	Davis Hardware	Flag pole and bracket	40.35	01-145-5062
07/01/2021	98284	Devin Brown	Legal Prosecution Fees June 2021	825.00	01-106-5068
07/01/2021	98285	Napa Auto Parts	Oil filter & oil	145.62	01-130-5024
07/01/2021	98285	Napa Auto Parts	Oil filter & oil	59.72	02-170-5024
07/01/2021	98285	Napa Auto Parts	ball joint	321.93	01-140-5024
07/01/2021	98285	Napa Auto Parts	Oil filter	13.57	01-115-5024
07/01/2021	98285	Napa Auto Parts	battery	257.45	01-115-5024
07/01/2021	98285	Napa Auto Parts	Oil filter & oil	49.86	02-170-5024
07/01/2021	98286	Penguin Management, Inc	Dispatch Phone Services FY 21-22	3,156.00	01-140-5016
07/01/2021	98287	Pitney Bowes Inc	ink for meter and tape sheets	343.08	01-115-5009
07/01/2021	98288	Pitney-Bowes Purchase Power	Postage June	9.10	01-115-5010
07/01/2021	98288	Pitney-Bowes Purchase Power	Postage June	75.99	01-120-5010
07/01/2021	98288	Pitney-Bowes Purchase Power	Postage June	55.68	01-125-5010
07/01/2021	98288	Pitney-Bowes Purchase Power	Postage June	10.51	01-130-5010
07/01/2021	98288	Pitney-Bowes Purchase Power	Postage June	14.52	01-150-5010
07/01/2021	98288	Pitney-Bowes Purchase Power	Postage June	2.51	02-170-5010
07/01/2021	98288	Pitney-Bowes Purchase Power	Postage June	14.22	04-180-5010
07/01/2021	98288	Pitney-Bowes Purchase Power	Postage June	182.49	10-210-5010
07/01/2021	98288	Pitney-Bowes Purchase Power	Postage June	138.48	11-215-5010
07/01/2021	98289	Sharon Pinckard	March 21 - April 21 Prem.Ben.Reim	539.76	01-000-2017
07/01/2021	98290	Sierra Propane	Propane	63.50	16-240-5022
07/06/2021	98290	Sierra Propane	Propane	63.50- V	16-240-5022
07/01/2021	98291	Springerville Auto Wreckers	Vehicle Tow 21-0307	75.00	01-130-5070
07/01/2021	98291	Springerville Auto Wreckers	Vehicle Tow 21-0313	75.00	01-130-5070
07/01/2021	98292	Sunstate Technology Group	Computer service	324.10	01-115-5036
07/01/2021	98292	Sunstate Technology Group	Computer service	324.10	01-120-5036
07/01/2021	98292	Sunstate Technology Group	Computer service	162.05	01-125-5036
07/01/2021	98292	Sunstate Technology Group	Computer service	1,134.34	01-130-5036
07/01/2021	98292	Sunstate Technology Group	Computer service	162.05	01-140-5036
07/01/2021	98292	Sunstate Technology Group	Computer service	324.10	01-150-5036
07/01/2021	98292	Sunstate Technology Group	Computer service	648.20	02-170-5036
07/01/2021	98292	Sunstate Technology Group	Computer service	162.00	04-180-5036
07/01/2021	98292	Sunstate Technology Group	Computer service	81.03	10-210-5036
07/01/2021	98292	Sunstate Technology Group	Computer service	81.03	11-215-5036

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
07/01/2021	98292	Sunstate Technology Group	Computer service	162.00	22-270-5036
07/01/2021	98293	Valentina Whitworth	Feb 20- Jun20 Prem.Ben.Reim	464.28	01-000-2017
07/01/2021	98293	Valentina Whitworth	Jul20-Apr21 Prem.Ben.Reim	851.18	01-000-2017
07/01/2021	98294	Verizon Wireless	June Cell Phone	48.90	04-180-5016
07/01/2021	98294	Verizon Wireless	June Cell Phone	28.35	10-210-5016
07/01/2021	98294	Verizon Wireless	June Cell Phone	28.35	11-215-5016
07/01/2021	98294	Verizon Wireless	June Cell Phone	38.78	42-365-5016
07/07/2021	98296	Albertsons / Safeway	Birthday items	24.31	01-115-5020
07/07/2021	98296	Albertsons / Safeway	Snacks for Training	65.41	01-130-5017
07/07/2021	98297	Archive Social	Archiving of Social Media	341.14	01-115-5012
07/07/2021	98297	Archive Social	Archiving of Social Media	341.14	01-130-5012
07/07/2021	98297	Archive Social	Archiving of Social Media	341.14	01-140-5012
07/07/2021	98297	Archive Social	Archiving of Social Media	682.30	01-150-5012
07/07/2021	98297	Archive Social	Archiving of Social Media	341.14	04-180-5012
07/07/2021	98297	Archive Social	Archiving of Social Media	341.14	16-240-5012
07/07/2021	98298	Clay Finch	Screws for Heritage Center Mural PO#9876	47.83	01-150-5020
07/07/2021	98299	Heartsmart	Defibulator with carrying case - Defibtech Auto AED Standard Packa	1,189.00	01-140-5064
07/07/2021	98299	Heartsmart	2 Adult 2 Child Monitor PO#9737	688.44	01-140-5064
07/07/2021	98299	Heartsmart	Tax PO#9737	170.85	01-140-5064
07/07/2021	98300	Beth Conlin	2 custom Greeting Cards PO#9874	8.40	01-000-2006
07/07/2021	98301	David, Verna	Necklace x2 and Earrings	114.80	01-000-2006
07/07/2021	98302	John Marek	Large Square Basket PO#9873	24.50	01-000-2006
07/07/2021	98303	Painted Sky Engineering & Surv, LLC	Bid Docs for Well Rehab PO#9914	555.75	10-210-5301
07/07/2021	98304	Rim Country Mechanical, Inc.	Diagnostics and system repair PO #9916	229.00	01-145-5062
07/07/2021	98305	Standard Electric	Wireless Components	673.92	01-140-5071
07/07/2021	98306	Standard Insurance Co, RA	00 156419 0003 July 21	48.59	01-115-5004
07/07/2021	98306	Standard Insurance Co, RA	00 156419 0003 July 21	25.37	01-120-5004
07/07/2021	98306	Standard Insurance Co, RA	00 156419 0003 July 21	14.95	01-125-5004
07/07/2021	98306	Standard Insurance Co, RA	00 156419 0003 July 21	197.32	01-130-5004
07/07/2021	98306	Standard Insurance Co, RA	00 156419 0003 July 21	19.44	01-135-5004
07/07/2021	98306	Standard Insurance Co, RA	00 156419 0003 July 21	28.62	01-140-5004
07/07/2021	98306	Standard Insurance Co, RA	00 156419 0003 July 21	18.02	01-145-5004
07/07/2021	98306	Standard Insurance Co, RA	00 156419 0003 July 21	21.55	01-150-5004
07/07/2021	98306	Standard Insurance Co, RA	00 156419 0003 July 21	7.73	01-155-5004
07/07/2021	98306	Standard Insurance Co, RA	00 156419 0003 July 21	11.47	01-160-5004
07/07/2021	98306	Standard Insurance Co, RA	00 156419 0003 July 21	56.22	02-170-5004
07/07/2021	98306	Standard Insurance Co, RA	00 156419 0003 July 21	32.40	03-175-5004
07/07/2021	98306	Standard Insurance Co, RA	00 156419 0003 July 21	31.54	04-180-5004
07/07/2021	98306	Standard Insurance Co, RA	00 156419 0003 July 21	57.26	10-210-5004
07/07/2021	98306	Standard Insurance Co, RA	00 156419 0003 July 21	47.67	11-215-5004
07/07/2021	98307	Sunstate Technology Group	3CX Perpetual Pro - 1 yr renewai	69.98	01-115-5016
07/07/2021	98307	Sunstate Technology Group	3CX Perpetual Pro - 1 yr renewai	46.65	01-120-5016

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
07/07/2021	98307	Sunstate Technology Group	3CX Perpetual Pro - 1 yr renewal	23.32	01-125-5016
07/07/2021	98307	Sunstate Technology Group	3CX Perpetual Pro - 1 yr renewal	303.21	01-130-5016
07/07/2021	98307	Sunstate Technology Group	3CX Perpetual Pro - 1 yr renewal	69.97	01-140-5016
07/07/2021	98307	Sunstate Technology Group	3CX Perpetual Pro - 1 yr renewal	46.65	01-150-5016
07/07/2021	98307	Sunstate Technology Group	3CX Perpetual Pro - 1 yr renewal	11.66	10-210-5016
07/07/2021	98307	Sunstate Technology Group	3CX Perpetual Pro - 1 yr renewal	11.66	11-215-5016
07/07/2021	98307	Sunstate Technology Group	Phone service for Aug 2021	136.53	01-115-5016
07/07/2021	98307	Sunstate Technology Group	Phone service for Aug 2021	91.02	01-120-5016
07/07/2021	98307	Sunstate Technology Group	Phone service for Aug 2021	45.51	01-125-5016
07/07/2021	98307	Sunstate Technology Group	Phone service for Aug 2021	591.61	01-130-5016
07/07/2021	98307	Sunstate Technology Group	Phone service for Aug 2021	136.53	01-140-5016
07/07/2021	98307	Sunstate Technology Group	Phone service for Aug 2021	91.02	01-150-5016
07/07/2021	98307	Sunstate Technology Group	Phone service for Aug 2021	22.75	10-210-5016
07/07/2021	98307	Sunstate Technology Group	Phone service for Aug 2021	22.75	11-215-5016
07/07/2021	98307	Sunstate Technology Group	Phone service August 2021	171.15	16-240-5016
07/07/2021	98308	Virtower LLC	Monthly Access	400.00	04-180-5025
Grand Totals:				<u>322,125.87</u>	

Summary by General Ledger Account Number

17.12.010 - Establishment—Composition—Terms of members—Vacancies—Compensation of members.

- A. There is established a planning and zoning commission of the town to consist of five members, each of whom shall be a resident of the town, appointed by the town council. The members of the commission shall serve for three years, except as hereinafter provided.
- B. The members of the first commission appointed hereunder shall serve for the following terms: two members shall be appointed for a term of two years, and three members shall be appointed for a term of three years. In the event of a death, resignation or removal from the commission, the vacancy shall be filled by appointment by the council for the unexpired term. Members of the commission may, after public hearing, be removed by the council for inefficiency, neglect of duty, or malfeasance in office. The council shall file a written statement of the reasons for removal. Three unexcused absences during a term from any regular or special meeting shall be grounds for termination at the will and pleasure of the council without the necessity of a hearing or notice, and such action shall be final. All members shall serve without pay. However, members may be reimbursed for actual expenses incurred in connection with their duties upon authorization or ratification by the commission and approval of such expenditures by the town council.

(Ord. 2007-004 § 1 (part))

Chairman

Don Scott
Expires 12/31/2021

Vice Chairman

Terry Shove
Expires 12/31/2021

Members:

Teresa Becker
Expires 12/31/2022

OPEN
Expires 12/31/2022

OPEN
Expires 12/31/2021

P&Z
NOMINATIONS

TOWN OF SPRINGERVILLE PLANNING AND ZONING COMMISSION
MEETING MINUTES
June 29, 2021

1. **CALL MEETING TO ORDER:** Vice Chairwoman Terry Shove called the meeting to order at 3:00 PM.
2. **ROLL CALL:** Administrative Assistant Stormy Palmer completed a roll call: Chairman Don Scott-Present via phone, Vice Chairwoman Terry Shove-Present, Commissioner Theresa Becker-Present.
A quorum is present.
3. **PUBLIC PARTICIPATION:** Mr. Bob Dyson wanted to speak about the July 13, 2021 meeting concerning the proposed changes and marijuana dispensaries being allowed in Town. He has concerns that the Town is "putting the cart before the horse", and that the Town needs to be allowing others to speak on the matter before making decisions. Tim Rasmussen stated that he was going to explain about the July meeting during the Zoning Administrator's Report portion of this meeting. Mr. Dyson agreed to wait to listen to Mr. Rasmussen's portion of the meeting. Mr. Kerry Nedrow spoke, stating that he is still against the idea of allowing storage containers on Main Street. He also voiced concerns about allowing the subdivision to go in on Becker Lake Road; his concerns are mostly with ADEQ (Arizona Department of Environmental Quality) allowing the septic tanks in the area, stating that when he was on the Planning and Zoning Commission years ago that there were issues in the area with septic tanks not being able to perk because the water table was too high for them. He is also concerned with costs to the Town in regards to building roads, along with sewer and water lines in the area.
4. **PUBLIC HEARING:** Commissioner Theresa Becker motioned that the Commission go into a Public Hearing regarding item 4a; Chairman Scott seconded. Vice Chairwoman Shove called for the vote; motion was approved unanimously. Public Hearing was conducted as follows:
 - a. **Subdividing Becker Lake Road (Parcels #105-15-017C and 105-15-017D):** Planning and Zoning Administrator Tim Rasmussen gave a brief description of the item; he stated that the applicants currently own the two lots in the application and that they have gotten a building permit to start building a home on one of the lots currently. He referred to Kayla Nichols, who was in attendance on behalf of the applicants, that they have had testing done for the septic and wells on the properties. Ms. Nichols confirmed that the testing has been performed and they are waiting on some results. Mr. Francisco Padilla stated that he just recently bought property in the area and that he has concerns about traffic and people going in and out on Highway 60 as there are already a lot of accidents at the intersection. He also asked questions about septic tanks and wells; Ms. Nichols stated that there would be 2-4 wells and 4 septic tanks if approved. Ms. Bridgette Laney spoke, stating that she owns property adjacent to the properties in application. She has concerns about well and septic tank placement. Mr. Rasmussen reminded everyone that the application was only to subdivide the lots and that septic tank placement and wells would go under another jurisdiction for approval and that building permits would need to be obtained for each house and would need to conform to Town Code regarding setbacks and other requirements. Commissioner Teresa Becker stated that she would need to recuse herself from the vote on this matter as she owns property adjacent to the properties. Mr. Kerry Nedrow spoke stating that he has concerns and thinks that

ADEQ needs to be contacted about the septic tanks because he does not think that the tanks will pass the perk tests because of the water table in the area and that there were previous issues in the area with an RV park for the same reason. Vice Chairwoman Shove reminded everyone that building permits do not need to come before the Commission for approval.

Vice Chairwoman Shove inquired if there was any further discussion on the item for Public Hearing, no other speakers came forward. Commissioner Becker motioned to close the Public Hearing and return to Public Meeting, Chairman Scott seconded; Vice Chairwoman Shove called for the vote, motion passed unanimously. The Public Hearing portion was closed and the regular Public Meeting reopened.

5. **ZONING ADMINISTRATORS REPORT:** Mr. Rasmussen spoke about the upcoming meeting on July 13th. He stated that the Town does have an existing medical marijuana ordinance in place that was put into effect about 10 years ago. The upcoming hearing is not to put in a dispensary, even though there are 2 licenses available in town. The meeting is for the Commission to decide if they want to modify the existing ordinance to include adult recreational marijuana use. The modifications to the medical marijuana ordinance were recommended by the Town Attorney, and if the Commission decides to recommend the modifications, the ordinance would still need to go to the Town Council for final approval. Mr. Bob Dyson suggested the Town release a statement about what all the plans are, Mr. Rasmussen stated that advertising for the meeting has been done above and beyond what is required with two notices in the paper as well as on the Facebook page and website, and that the meeting was moved to 6:00 PM so that people could attend if they wanted to. Mr. Dyson read ASRS 36-2857(A)(3), which states that municipalities can decide if they want to allow marijuana dispensaries; Mr. Rasmussen agreed and stated that is what the meeting is for is to decide whether or not to modify the ordinance or to even allow recreational marijuana sales in Town.
6. **CONSENT ITEM:** Chairman Scott motioned to approve consent items a) regular meeting minutes from May 11, 2021 and b) work session minutes from May 26, 2021, Teresa Becker seconded. Vice Chairwoman Shove called for the vote; motion passed unanimously.
7. **LIAISON REPORT:** Vice Chairwoman Shove stated that she was unable to attend the last council meeting, she asked Councilwoman Shelly Reidhead who was in attendance to summarize the meeting. Ms. Reidhead stated that the Council had voted to not renew Robert Pena's contract as Fire Chief and that an ordinance was reverted allowing the Town Manager to appoint the Planning and Zoning Administrator instead of the Town Council doing so.

OLD BUSINESS

8. Discussion was held regarding the Conditional Use Permit application for 24 West Main Street (Parcel #105-20-090). Commissioner Theresa Becker motioned to approve the CUP, Chairman Don Scott seconded. Discussion was held with the Commission still having concerns about the ingress and egress into the parking lot as well as the esthetic of the storage containers on Main Street. Applicant Roger Palmenberg spoke regarding his memo that had been sent to the Commission, stating that he was present to answer any questions. Vice Chairwoman Shove called for the vote; there were no yeas and unanimous nays. The Conditional Use Permit was not approved. Mr. Palmenberg was advised of his right to appeal the Commission's decision.

9. Discussion was held regarding applications for nominees to fill two vacant positions on the Planning and Zoning Commission. Applicant Will Sands stood and gave a brief introduction of himself and why he was interested in being a Commissioner. Applicant Trinity Raymer stood and introduced herself and her interest in the community and the Commission. Commissioner Becker motioned to recommend Trinity Raymer to the Town Council for appointment to the P & Z Commission, Chairman Scott seconded. Vice Chairwoman Shove called for the vote; motion passed unanimously. Commissioner Becker motioned to recommend Will Sands to the Town Council for appointment to the P & Z Commission; Chairman Scott seconded. Vice Chairwoman Shove called for the vote; motion passed unanimously.

NEW BUSINESS

10. Brief discussion was held regarding the Subdivision Application on Becker Lake Road (Parcels #105-15-017C and 105-15-017D). Chairman Scott motioned to continue the item until at least the August meeting; Commissioner Becker seconded. Vice Chairwoman Shove called for the vote; motion passed unanimously.
11. Discussion item only. Mr. Rasmussen stated that the Commission had voted to rezone Parcels #105-18-021E and 105-18-021 from L1-Light Industrial to I1-Industrial when White Mountains Flower was going to be cultivating medical marijuana on them. This recommendation was never forwarded to the Council for final approval. Mr. Rasmussen asked the Commission if they would like him to move forward and have the zoning officially changed. The Commission briefly discussed the matter and then decided to not go forward and to just let the recommendation die.
12. ADJOURNMENT: Vice Chairwoman adjourned the meeting at 4:09 PM

APPROVAL OF MINUTES:

Chairman Don Scott

Date

Minutes Prepared by Stormy Palmer

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Tim Rasmussen, Interim P & Z Administrator
DATE: July 14, 2021,
SUBJECT: Planning and Zoning Commission Appointment

SUGGESTED MOTION:

I move we appoint Trinity Raymer to the Planning and Zoning Commission position that is a 1-year 5-month term ending 12-31-2022.

STAFF REPORT

Planning and Zoning publicly advertised the open position for nine months. Ms. Raymer turned in her application to join the Planning and Zoning Commission on 3-21-2021. During the Planning and Zoning Meeting held on June 29th 2021, the Commission unanimously voted to recommend Ms. Raymer to join the Planning and Zoning Commission.

**Town of Springerville, Arizona
Board Membership Application**

Name: Trinity Raymer
Address: _____
City: Springerville
State: AZ
Zip: 85938
Phone: _____
e-mail: trinityraymer@ekcountryrealty.net

Check the following board you would be willing to serve on. Please fill out a separate sheet for each board you wish to serve on.

Airport Advisory Committee

Board of Adjustment

Cemetery Board Committee

Housing Committee

Municipal Property Corporation

Parks and Recreation Committee

Planning and Zoning Commission

Public Safety Retirement Local Board

Tourism Tax Advisory Committee

Town Council

Please explain why you would like to serve on this board.

I would like to get involved in the community more. I think it's important for the younger generation to take part in the future of the town.

Please attach a resume or any related experience that may apply

Date submitted: 3/31/2021

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Tim Rasmussen, Interim P & Z Administrator
DATE: July 14, 2021
SUBJECT: Planning and Zoning Commission Appointment

SUGGESTED MOTION:

I move we appoint Will Sands to the Planning and Zoning Commission position that is a 5 month term ending 12-31-2021.

STAFF REPORT

Planning and Zoning publicly advertised the open position for nine months. Mr. Sands turned in his application to join the Planning and Zoning Commission on 5-18-2021. During the Planning and Zoning Meeting held on June 29th 2021, the Commission unanimously voted to recommend Mr. Sands to join the Planning and Zoning Commission.

Town of Springerville, Arizona Board Membership Application

Name: Will Sands
Address: _____
City: Springerville
State: Arizona
Zip: 85938
Phone: _____
e-mail: _____

Check the following board you would be willing to serve on. Please fill out a separate sheet for each board you wish to serve on.

- Springerville Town Council (Vacancy only)
- Municipal Property Corporation
- Planning and Zoning Commission

Please explain why you would like to serve on this board.

I am a local business owner who
would like to be more involved
in the community.

Please attach a resume or any related experience that may apply.

Date submitted: 5/18/2021



Town of Springerville Application for Rezoning

Robert E. Boyle
Georgiann Boyle
Name of applicant(s)
(Applicant must be the legal owner or show
power of attorney)

105-21-091A
Parcel number(s) (attach legal description)

675 PINAL ST
Property address

Robert E. Boyle
Georgiann Boyle
Applicant mailing address

Current zoning classification

C-1
Requested zoning classification

Applicant telephone number(s)

See Page 2 for required documentation.

Robert E. Boyle, Georgiann Boyle
Signature of applicant(s)

12-7-2020
Date

Fee: \$200.00
Received by: TNR
Date: 4/22/2021

P&Z hearing: 4/13/2021 Approved: Y N
5/11/2021
Council hearing: _____ Approved: Y N
Effective date of change: _____

All documentation requested MUST be submitted before an application is complete.

Town of Springerville Rezoning Requirements

Letter of explanation: A letter explaining the nature and intent of the proposed development and reasons justifying the request. References to effects produced by the request proposed upon surrounding neighborhoods and the Town at large should be included.

Map and legal description: Include a vicinity map of area and an accurate description of the property; either a lot or tract of a recorded subdivision, or a metes and bounds description.

Title report: A current preliminary title report.

Plat: A legal plat of the property to be rezoned.

Site plan: A map, drawn to scale, at least 8½" by 11", showing the dimensions of the property and name and width of all internal and abutting streets, roads or alleys, and any existing buildings, fences, easements, etcetera, with distances to property lines.

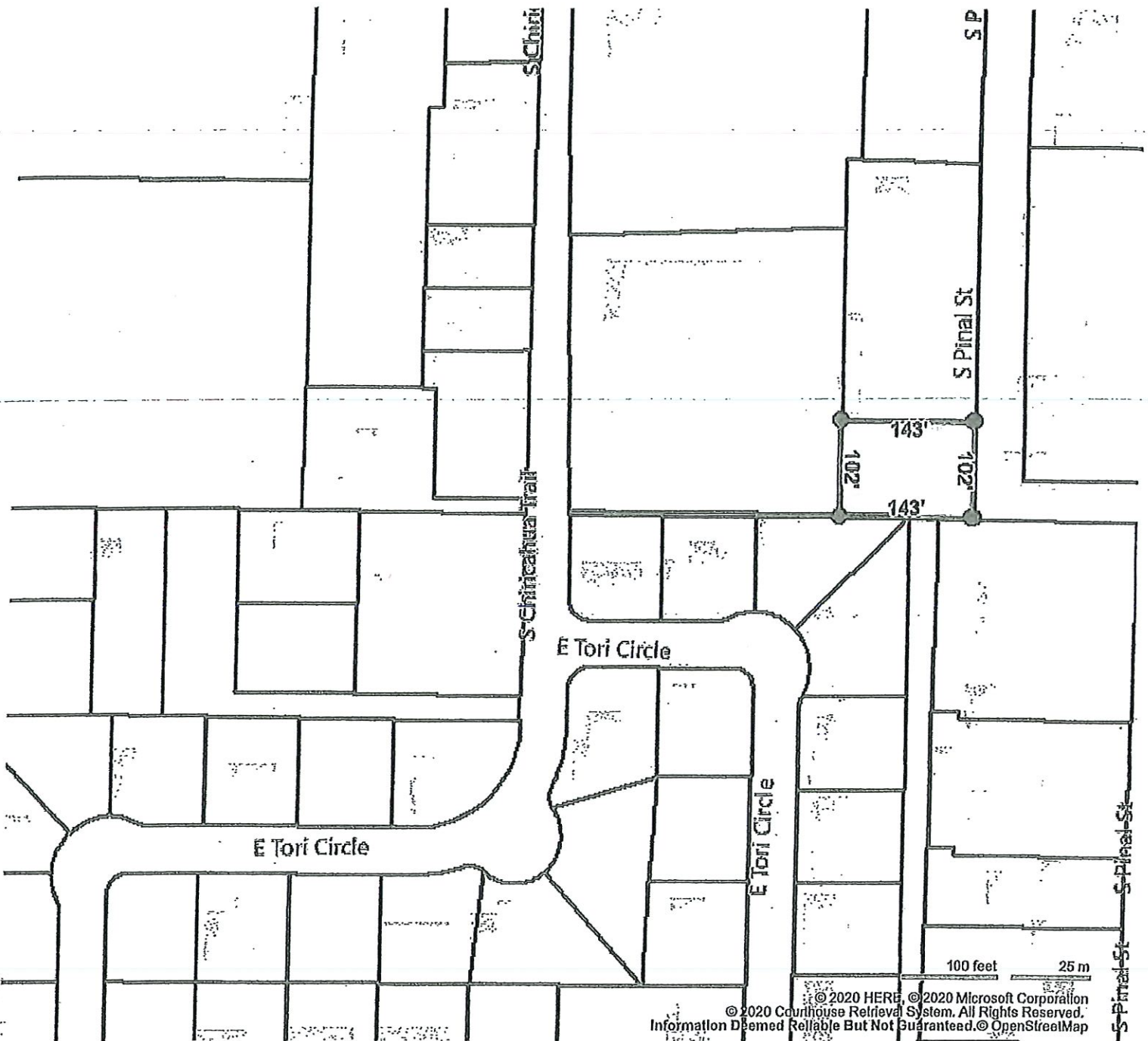
Vicinity map: A map, drawn to scale, at least 8½" by 11", showing all parcels in the vicinity adjacent to and surrounding the property described above, within a radius of one hundred fifty feet (150') from the exterior boundaries of the property.

Other materials: Development plans, elevations, site plans, and other materials that may be required in accordance with the stipulations of the Zoning Code and at the request of the Zoning Administrator.

Publication notice: Notice of the hearing shall be published (one (1) time in local paper at least fifteen (15) days prior to hearing).

Property posting: The property owner is responsible for posting the property at least 15 days prior to the hearing and maintaining the posting.

All documentation requested MUST be submitted before an application is complete.



© 2020 Courthouse Retrieval System. All Rights Reserved.
Information Deemed Reliable But Not Guaranteed.

© 2020 HERE, © 2020 Microsoft Corporation
© 2020 Courthouse Retrieval System. All Rights Reserved.
Information Deemed Reliable But Not Guaranteed. © OpenStreetMap



Wednesday, December 02, 2020

LOCATION

Property Address No Address Available AZ

Subdivision

Carrier Route

County Apache County, AZ

PROPERTY SUMMARY

Property Type Residential

Land Use Miscellaneous Vacant Land

Improvement Type Miscellaneous Vacant Land

Square Feet

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID 105-21-091A

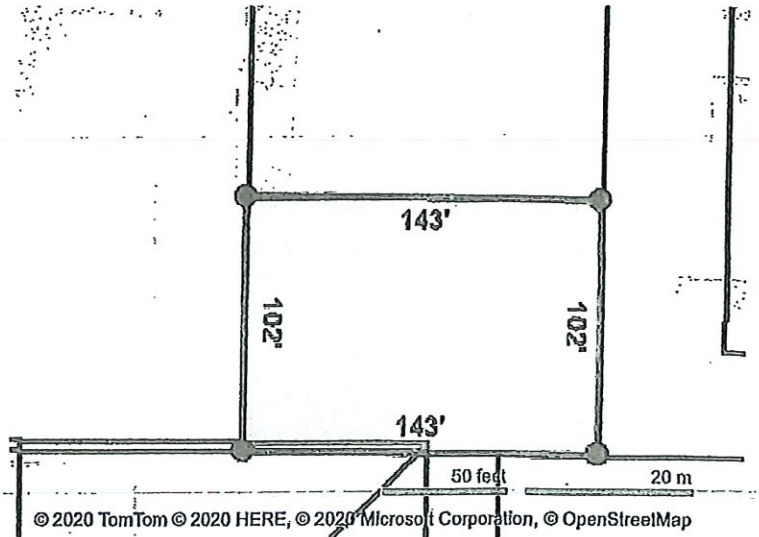
Alternate Parcel ID

Account Number

Tax Area

2010 Census Tract/Blk 9705.01/3

Assessor Roll Year 2020



CURRENT OWNER

Name Boyle Georglann Robert

Mailing Address 850 W Calle Catavinos
Tucson, AZ 85704-4608

SALES HISTORY THROUGH 11/01/2020

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
3/3/2003		Boyle Robert	Chricahua Properties LLC	Quit Claim Deed		2003-002293
7/7/1997		Boyle Georglann & Robert				865/139

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount
Appraisal Year	2021	Assessment Year	2021
Appraised Land		Assessed Land	
Appraised Improvements		Assessed Improvements	
Total Tax Appraisal	\$9,890	Total Assessment	\$1,484
Tax Area		%Improvement	
		Exempt Amount	

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2019			\$169.00
2018			\$162.00
2016			\$118.00
2015			\$200.00
2014			\$215.00

MORTGAGE HISTORY

No mortgages were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Miscellaneous Vacant Land	Condition	Units	1
Year Built	1978	Effective Year	Stories	1
BRs		Baths	Rooms	

Total Sq. Ft.

Building Square Feet (Living Space)

Building Square Feet (Other)

- CONSTRUCTION

Quality	Roof Framing
Shape	Roof Cover Deck
Partitions	Cabinet Millwork
Common Wall	Floor Finish
Foundation	Interior Finish
Floor System	Air Conditioning
Exterior Wall	Heat Type
Structural Framing	Bathroom Tile
Fireplace	Plumbing Fixtures

- OTHER

Occupancy	Building Data Source
-----------	----------------------

PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

PROPERTY CHARACTERISTICS: LOT

Land Use	Miscellaneous Vacant Land	Lot Dimensions	
Block/Lot		Lot Square Feet	18,731
Latitude/Longitude	34.1311287-109.274148°	Acreage	0.43

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Road Type
Electric Source	Topography
Water Source	District Trend
Sewer Source	Special School District 1
Zoning Code	Special School District 2
Owner Type	

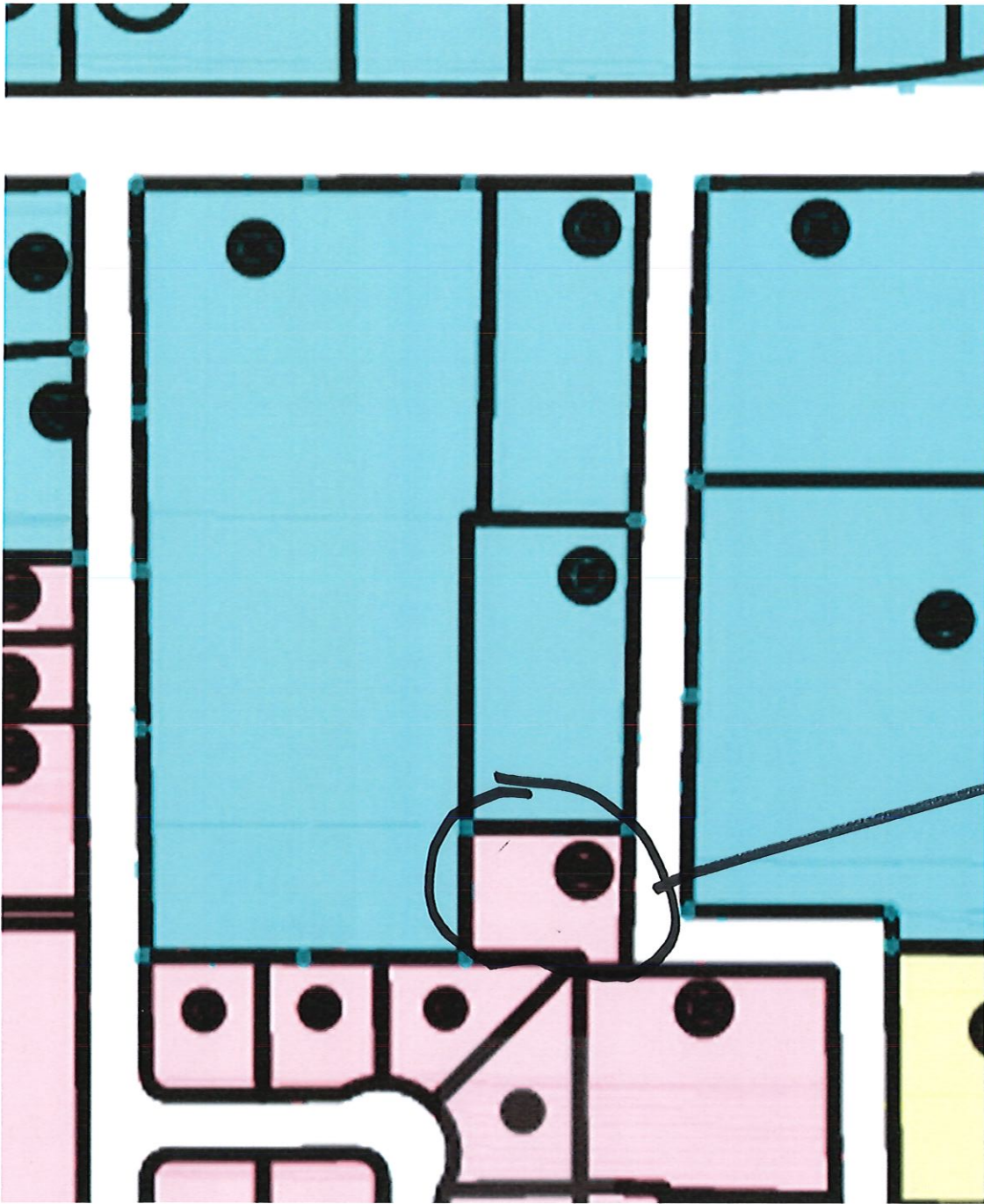
LEGAL DESCRIPTION

Subdivision	Plat Book/Page
Block/Lot	Tax Area
Description	Section: 33 Township: 9N Range: 29E Beg E4 Cor Of W 1039' S 540' To Pob Contin S 110' E 161' N 110' W 161' To Pob And W 16' Thereof.

FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
D	Undetermined		Areas of undetermined flood hazard where flooding is possible.	04001C4519E	09/28/2007

© 2020 Courthouse Retrieval System. All Rights Reserved.
Information Deemed Reliable But Not Guaranteed.



67 S. Pinal
105-21-091A

RE Zone from R1-7 Zone
Single Family Residential
to

C1 - GENERAL COMMERCIAL

PINK is R1-7 Zone

Blue is C1-General Commercial

1st
HEARING
67 S. Pinal

TOWN OF SPRINGVILLE PLANNING AND ZONING COMMISSION
MEETING MINUTES
April 13, 2021

ATTENDEES: Chairman Brian Carpenter, Vice Chairman Don Scott, Terry Shove, Theresa Becker
Zoning Administrator Tim Rasmussen, Administrative Assistant Stormy Palmer

1. **CALL MEETING TO ORDER:** Chairman Brian Carpenter called the meeting to order at 3:01 PM.
2. **ROLL CALL:** Chairman Brian Carpenter-Present, Vice Chairman Don Scott-Present, Commissioner Terry Shove-Present, Commissioner Theresa Becker-Present via telephone, Commissioner Kevin Burk-Absent
3. **PUBLIC PARTICIPATION:** There were members of the public present for the meeting; these members elected to wait until the agenda items they were present for were brought up before speaking.
4. **PUBLIC HEARING:** Ms. Shove motioned that the Commission go into a Public Hearing regarding items 4a and 4b on the agenda, Vice Chairman Scott seconded. Chairman Carpenter called for the vote; motion was approved unanimously. Public Hearing was conducted as follows:
 - a. **Rezoning 67 South Pinal Street:** Mr. Rasmussen did a brief explanation of the application and where the property in question is, along with describing previous structure (RV Park) that was on property. Submitted written correspondences from Chris Buck, Kathryn Buck, and Rye and Michelle Sluiter were read aloud by Administrative Assistant Stormy Palmer; all written correspondences were not in favor of the application for rezoning 67 S. Pinal St., with concerns ranging from what kind of business would go in at the property if it was rezoned, obstruction of views, as well as decrease in residential property values. Ms. Ginger Harding spoke briefly, wanting to know what the purpose of the rezoning was. Mr. Rasmussen explained that the applicant is wanting to sell the property and thinks rezoning may help. Mayor Phil Hanson stated that historically speaking, the Town has previously made "poor" decisions when rezoning property to commercial in residential areas, and that he is "not a fan" of the idea. Mr. Rasmussen explained to the Commission and attending public, that due to appeals from the public a second hearing would be necessary on this matter, and that it would need to be tabled once the item was brought up in New Business.
 - b. **Conditional Use Permit 24 West Main Street:** Mr. Rasmussen did a brief introduction to the item explaining that the applicant wishes to install metal storage containers, as well as fencing and security lighting on the property. Submitted written correspondence from Henry Reyes was read aloud by Administrative Assistance Stormy Palmer; Mr. Reyes stated that he did not think it was a "good idea". Ms. Ginger Harding spoke regarding her concerns about the lighting, the ingress and egress of the property due to it being so close to the traffic light on Highway 60 and South Mountain Avenue, she also had concerns about the esthetic of the structures being a storage unit being in the downtown area and one of the first things travelers see when they come into town. Ms. Harding also stated that she is not against the idea, would just like more discussion and area people to be aware of the situation. Mr. Rasmussen explained that the notification process was completed in accordance with State law and Town Code; notices were placed in the local newspaper and property owners within a 300-foot radius of the

property in question were sent a certified letter. Mr. Greg Moter was in attendance on behalf of the applicant, Mr. Moter responded to questions from the Commission and public regarding layout, what the metal containers would look like, as well as location of the security lighting. Mr. Moter also stated that the business would run on regular business hours and not be a 24-hour type storage facility. Mr. Moter also answered questions and concerns some Commission members had regarding parking and safety when there is a local farmer's market held on the property. Mayor Phil Hanson also spoke on the matter stating that he does not support the application "at all", and has major concerns about the ingress/egress of traffic on Highway 60 so near the traffic light. Mr. Rasmussen stated that this item, like the previous, would need to be continued due to appeals from the public.

Chairman Carpenter inquired if there was any further discussion on the items for Public Hearing, no other speakers came forward. Ms. Shove motioned to close the Public Hearing and return to Public Meeting, Vice Chairman Scott seconded; Chairman Carpenter called for the vote, motion passed unanimously. The Public Hearing portion was closed and the regular Public Meeting reopened.

5. **ZONING ADMINISTRATORS REPORT:** Mr. Rasmussen gave a brief report, stating that the department is still very busy with applicants for building permits and businesses in the area. He also noted that there have been a few code enforcement complaints submitted, but at this time these complaints have not been resolved due to not having a Code Enforcement Officer on staff.
6. **CONSENT ITEM:** Ms. Shove motioned to approve the minutes from the November 10, 2020 meeting, Ms. Becker seconded. Chairman Carpenter called for the vote; motion passed unanimously to approve minutes.
7. **LIAISON REPORT:** Council Liaison Burk was not in attendance; therefore, no liaison report was given.

OLD BUSINESS

8. NONE

NEW BUSINESS

9. Vice Chairman Scott motioned to accept the resignation of Commissioner Kevin Burk, Ms. Shove seconded. Chairman Carpenter called for the vote; motion passed unanimously.
10. Discussion was held on how the Commission Chairman had been previously nominated. Ms. Shove nominated Vice Chairman Scott to be Chairman, there were no other nominations. Ms. Shove motioned to appoint Vice Chairman Scott to be Chairman, Chairman Carpenter seconded. Chairman Carpenter called for the vote; motion passed unanimously. Ms. Becker nominated Ms. Shove to become Vice Chairman, there were no other nominations. Vice Chairman Scott motioned for Ms. Shove to become Vice Chairman; Ms. Becker seconded. Chairman Carpenter called for the vote; motion passed unanimously.
11. Discussion was not held on this item due to appeals during the Public Hearing portion of this meeting. Vice Chairman Scott motioned to table this item until the next meeting on May 11, 2021, Ms. Shove seconded. Chairman Carpenter called for the vote; motion passed unanimously.
12. Discussion was not held on this item due to appeals during the Public Hearing portion of this meeting. Vice Chairman Scott motioned to table this item until the next meeting on May 11,

2021, Ms. Shove seconded. Chairman Carpenter called for the vote; motion passed unanimously.

13. Discussion was held regarding the vacant position on the Commission. Applicant Trinity Raymer introduced herself to the Commission. The Commission discussed allowing more time for further possible applicants before sending their recommendation to the Town Council. Vice Chairman Scott motioned that they wait at least until next meeting for further applicants, Ms. Shove seconded. Chairman Carpenter called for the vote; motion passed unanimously.
14. **ADJOURNMENT:** Ms. Shove motioned to adjourn the meeting; Vice Chairman Scott seconded. Chairman Carpenter called for the vote; motioned carried unanimously and meeting was adjourned at 4:02 PM.

APPROVAL OF MINUTES:

Chairman Don Scott

Date

Minutes Prepared by Stormy Palmer

TOWN OF SPRINGVILLE PLANNING AND ZONING COMMISSION
MEETING MINUTES
May 11, 2021

- 2ND HEARING & APPROVAL
67 S. Pinal
1. **CALL MEETING TO ORDER:** Chairman Don Scott called the meeting to order at 3:01 PM.
 2. **ROLL CALL:** Administrative Assistant Stormy Palmer completed a roll call: Chairman Don Scott-Present, Vice Chairwoman Terry Shove-Present, Commissioner Theresa Becker-Present, Commissioner Brian Carpenter-Absent.
A quorum is present.
 3. **PUBLIC PARTICIPATION:** Kerry Nedrow requested clarification on speaking in the public participation portion of the meeting, and if this portion was only for non-agenda items. Mr. Nedrow was advised that he could speak during either portion (Public Participation or Public Hearing) regarding agenda items, but non-agenda items could only be spoken upon during the Public Participation section. Ms. Kay Dyson requested permission to speak reference to the metal storage units during this portion of the meeting as she was unable to stay for the whole meeting, Chairman Scott granted permission. Ms. Dyson stated that she believed during her tenure as mayor (circa 2008) that the Town Council had voted to not allow metal storage containers within the Town limits, with some containers being grandfathered in. She also stated that she has seen that some containers have "crept" back in, some looking good and some not. Ms. Dyson also stated that she understands that this is a Planning and Zoning Commission and that she sees an emphasis on zoning, but not much planning. She encouraged the Commission to take previous old plans "off the shelf" and look at them, and to "consider everything put on Main Street". She mentioned a study/plan done by The Tejido Group, which even specified where to plant trees along Main Street. She concluded by stating we need to think about who we are and what we want to look like as a Town, and thanking the Commission for their service. There were no further speakers in the Public Participation portion.
 4. **PUBLIC HEARING:** Vice Chairwoman Shove motioned that the Commission go into a Public Hearing regarding items 4a and 4b on the agenda, Ms. Becker seconded. Chairman Scott called for the vote; motion was approved unanimously. Public Hearing was conducted as follows:
 - a. **Rezoning 67 South Pinal Street:** Ms. Beth Conlin spoke stating that she lives next door to the property, and she agrees with rezoning the property to commercial. She stated that with Woodland right there it makes sense to rezone the property. She also stated that the property has been vacant for a long time and that she thinks it would be beneficial to the area to rezone. Ms. Gracie Becker spoke via conference call that the property has been listed for sale for years and due to its size, it hasn't been selling as residential. Ms. Becker also stated that rezoning would make it more appealing to buyers, and that it is commercial property on two sides of it. She also stated that rezoning the property would not increase traffic in the area as Woodland already gets "hundreds" of vehicles in the area each day. Mr. Kerry Nedrow requested clarification on where the property is located at, the location was explained to Mr. Nedrow. Commissioner Theresa Becker asked Gracie Becker if she knew when the last time the property was rented was; Ms. Becker stated she was unsure but knew it had been a long time. Vice Chairman Shove inquired about the last time there was water services at the property; Mr. Rasmussen explained that there is a meter on the property and it had been utilized within the last six years. Ms. Becker spoke again, stating that it is the hope that whomever purchases

the property will do some work on the infrastructure and make it better than it is now. Chairman Scott inquired if there was any further discussion at this time; no other speakers came forward, but Mr. Rasmussen did remind the Commission about the three emails that were read at the previous meeting that were not in favor of the rezoning.

- b. Conditional Use Permit 24 West Main Street:** Mr. Rasmussen advised the Commission that the current Town Zoning Code does allow for metal storage containers with a Conditional Use Permit, he also stated that he is unsure of exactly when the change occurred but they have been allowed in his 9 years of service to the Town. Ms. Cindy Henderson stated that she is a longtime resident of Springerville. She has concerns about the storage units and the impact they would have for people coming into town; that they may “dampen the spirit a little bit on the overall feel for the Town”, and would be “unattractive”. Mr. Kerry Nedrow agreed with other commenters in thinking the units would be “visually unattractive” to anyone coming into town. Mr. Nedrow also had questions on when the ordinance had been signed allowing metal storage containers. He has concerns that the recent zoning changes in Town have been done only using the maps and not ordinances. He requested to know where the ordinance is allowing the metal containers. Ms. Ginger Harding wanted to ensure that comments made on this matter at the last meeting still pertained; Chairman Scott advised that the previous comments were still valid. The applicant, Mr. Roger Palmenberg, introduced himself and his wife and apologized for being unable to attend the previous meeting. He stated that the property in question has been vacant for at least 10-12 years, and was vacant when he purchased it. He wants something that they, the owners, and the Town could be happy with. He described the possible units as being 8’x20’ metal storage units with security fencing and lighting. He stated that they would be doing the project in phases, only continuing with a second phase if the first phase is “good”. He described the property as having 108 feet along Highway 60 west of his property at 24 West Main Street, and that there would be a 60-foot setback from the Highway/Main Street before the fencing would start around the units. The fencing would be commercial grade chain-link, possibly with screening or landscaping to help disguise it. He stated that the security lighting would possibly be “intrusion” lighting that would only be set to go off at night. Phase one would start at the back of the property still allowing for parking and the farmer’s market next to the Honey Shack. Vice Chairwoman Shove and Commissioner Becker had questions about parking and safety for the farmer’s market, as even now there seem to be issues without the storage units there. Mr. Palmenberg stated that there is talk of building awning type structures for the farmer’s market and that the storage units should not interfere or cause a hazard and they would do their best to delineate parking. When questioned by the Commission, Mr. Palmenberg also stated that they would not be doing hardscape to separate access from the storage units and the farmer’s market.

No further speakers on this matter came forward and a letter in support of allowing the storage units from Terri Candelaria was read aloud for the record.

Chairman Scott inquired if there was any further discussion on the items for Public Hearing, no other speakers came forward. Vice Chairwoman Shove motioned to close the Public Hearing and return to Public Meeting, Ms. Becker seconded; Chairman Scott called for the vote, motion

passed unanimously. The Public Hearing portion was closed and the regular Public Meeting reopened.

5. **ZONING ADMINISTRATORS REPORT:** Mr. Rasmussen gave a brief report, stating that he just has a few more items coming up for the next meeting, one being another rezoning application and the other a lot split.
6. **CONSENT ITEM:** Vice Chairwoman Shove motioned to approve the minutes from the April 13, 2021 meeting, Ms. Becker seconded. Chairman Scott called for the vote; motion passed unanimously to approve minutes.
7. **LIAISON REPORT:** New Council Liaison has not been appointed; therefore, no liaison report was given.

OLD BUSINESS

8. Discussion was held regarding Application for Rezoning at 67 South Pinal Street (Parcel #105-21-091A), from current R1-7-Single Family Residential to C-1-Commercial. Vice Chairwoman Shove motioned to approve the Application for Rezoning; Ms. Becker seconded. Chairman Scott called for the vote; motion passed unanimously. Chairman Scott stated, for the record, that the recommendation of the Commission would need to be presented to the Town Council for final approval.
9. Discussion was held regarding the Conditional Use Permit application for 24 West Main Street (Parcel #105-20-090). Commission members voiced concerns about proximity of the location to the stoplight located at Main Street and South Mountain Avenue as well as having storage units located in the downtown area. There was also discussion about checking into the plan that Ms. Kay Dyson had mentioned in the Public Participation portion of this meeting. Vice Chairwoman Shove motioned to table decision on this item until the next meeting; Ms. Becker seconded. Chairman Scott called for the vote; motion passed unanimously to table the item.
10. Discussion was held regarding applications for nominees to fill two vacant positions on the Planning and Zoning Commission. There has been one completed application and no further applicants at this time. Vice Chairwoman Shove voiced concerns about conflicts of interest with the current applicant, Trinity Raymer, being directly related to a council person. Vice Chairwoman Shove stated that when a similar situation had presented itself before, she was advised by an attorney that the council person would have to recuse themselves from any decisions regarding matters of the Commission if a direct relative was on the Commission. Mr. Rasmussen was unsure, but stated that if the Commission would like he would forward the question to the new Town Attorney. This item was for discussion only and no motion or decision was required at this time.

NEW BUSINESS

11. Discussion was held regarding the resignation of Commissioner Brian Carpenter. Mr. Rasmussen noted that Mr. Carpenter, now being a paid Town employee, could no longer serve on the Commission but for many years had served on the Commission and as a volunteer for the Town and his service in both capacities was deeply appreciated. Vice Chairwoman Shove motioned to accept the resignation of Mr. Carpenter; Ms. Becker seconded. Chairman Scott called for the vote; motion passed unanimously.
12. Discussion was held on the appointment of a new Council Liaison. Vice Chairman Shove nominated herself to be the Council Liaison as she currently attends most Town Council

meetings. Ms. Becker motioned to appoint Vice Chairman Shove as Council Liaison; Chairman Scott seconded. Chairman Scott called for the vote; motion passed unanimously.

13. **ADJOURNMENT:** Discussion was held regarding several scheduling conflicts with the regularly scheduled Planning and Zoning Commission meeting (June 9, 2021). Vice Chairman Shove motioned to tentatively reschedule the meeting on or after June 15, 2021; Ms. Becker seconded. Chairman Scott called for the vote; motion to reschedule the meeting passed unanimously. The Commission also requested that a work-session be scheduled before the next meeting to discuss the town plan that Ms. Kay Dyson had brought up. An email will be sent out to the Commissioners by the Administrative Assistant so that date and time of the work-session can be coordinated.

Vice Chairwoman Shove motioned to adjourn the meeting; Ms. Becker seconded. Chairman Scott called for the vote; motion passed unanimously and meeting was adjourned at 4:09 PM.

APPROVAL OF MINUTES:

Vice Chair Jerry Snow
Chairman Don Scott

6/29/2021
Date

Minutes Prepared by Stormy Palmer

**TOWN OF SPRINGVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Tim Rasmussen, Interim P & Z Administrator
DATE: July 14, 2021
SUBJECT: 67 South Pinal Re-Zoning

SUGGESTED MOTION:

I move we approve the re-zoning of 67 South Pinal Street (105-21-019A) from R1-7 Zone, Single Family Residential to C1- General Commercial.

STAFF REPORT

Planning and Zoning received an application for Re-zoning from Robert Boyle on 4-22-2021. Mr. Boyle is requesting to change the zoning at 67 South Pinal Street (105-21-019A) from R1- Zone, Single Family Residential to C1- General Commercial.

The Planning and Zoning Commission held two public hearings on 4-13-2021 and 5-11-2021. The Planning and Zoning Commission unanimously voted to re-zone 67 South Pinal Street to C1- General Commercial on 5-11-2021 in regular session.

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Heidi Wink, Interim Town Manager
DATE: 7/21/2021
SUBJECT: Interim Fire Chief

SUGGESTED MOTIONS:

I motion to appoint Battalion Chief, Robert Pena III as Interim Fire Chief.

OR I motion to not appoint or I motion to table the item.

STAFF REPORT

Town Council directed staff to advertise for a Fire Chief through a Request for Qualification. While staff is advertising it is suggested to appoint an Interim Fire Chief.

Council, Mr. Pena has requested this discussion to be in **public session**, pursuant to A.R.S. 38-431.03A(1).

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Heidi Wink, Interim Town Manager
DATE: 7/21/2021
SUBJECT: Finance Policy Update

SUGGESTED MOTIONS:

I move we approve the proposed changes to the finance policy as presented effective immediately.

OR

I move we do not approve or we table the consent items until next meeting.

STAFF REPORT

Please see the attached proposed changes.

- a. Interest earnings on the reserve fund balances will be used to pay debt service on the bonds unless otherwise committed for other uses or purposes of the project.
 - b. The term of any revenue bond or lease obligation issue will not exceed the useful life of the capital project, facility or equipment for which the borrowing is intended.
1. The town may use short-term debt to cover temporary or emergency cash flow shortages. All short-term borrowing will be subject to Council approval by ordinance or resolution.
 2. The town may issue inter-fund loans, rather than outside debt instruments to meet short-term cash flow needs. Inter-fund loans will be permitted only if an analysis of the affected fund indicates excess funds are available and the use of these funds will not impact the fund's current operations.
 3. The Town will confine long-term borrowing to capital improvements that cannot be funded from current revenues.

Reserve Fund Policies

Adequate reserve levels are a necessary component of the town's overall financial management strategy and key factor in external agencies' measurement of the town's financial strength.

1. The town will strive to maintain a program development fund (rainy day fund) with a target balance of \$2,000,000.00 ~~eight percent (8%) of the total General Fund budgeted taxes, licenses & permits.~~ These operating reserves are maintained to address temporary revenue shortfalls and should be held in the State Treasurer (LGIP). Payment of approved expenditures due to cash flow shortage; reserves for expenditures deemed necessary by the Mayor and Town Council; temporary short-term interfund loans, and other unanticipated expenses as approved by the Town Council. An annual contribution will be budgeted from General Fund resources as available to maintain the target reserve level.

Unclaimed Property

To establish policies and procedures for recording and handling unclaimed property.

1. On a monthly basis, review all checks that are still outstanding on all bank reconciliations.

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Heidi Wink, Interim Town Manager
DATE: 7/21/2021
SUBJECT: Adoption of Final Budget

SUGGESTED MOTIONS:

I motion to adopt the fiscal year 21/22 Final Budget in the amount of \$12,722,889.

OR I motion to adopt with changes or I motion to table the item.

STAFF REPORT

Schedule A is attached.

City/Town of Springerville
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal year 2022

Fiscal year	S c h	Funds									
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds		
2021	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	1	2,850,530	6,442,647	60,000	0	0	1,753,729	0	11,106,906
2021	Actual Expenditures/Expenses**	E	2	2,662,915	1,639,680	39,412	0	0	1,382,285	0	5,724,292
2022	Fund Balance/Net Position at July 1***		3	677,666	334,694				289,913		1,302,273
2022	Primary Property Tax Levy	B	4	0							0
2022	Secondary Property Tax Levy	B	5								0
2022	Estimated Revenues Other than Property Taxes	C	6	4,863,573	5,032,143	0	0	0	1,528,250	0	11,423,966
2022	Other Financing Sources	D	7	0	0	0	0	0	0	0	0
2022	Other Financing (Uses)	D	8	0	0	0	0	0	0	0	0
2022	Interfund Transfers In	D	9	0	42,400	43,350	0	0	0	0	85,750
2022	Interfund Transfers (Out)	D	10	85,750	0	0	0	0	0	0	85,750
2022	Line 11: Reduction for Fund Balance Reserved for Future Budget Year Expenditures										
	Maintained for Future Debt Retirement										0
	Maintained for Future Capital Projects										0
	Maintained for Future Financial Stability										0
											0
											0
2022	Total Financial Resources Available		12	5,455,489	5,409,237	43,350	0	0	1,818,163	0	12,726,239
2022	Budgeted Expenditures/Expenses	E	13	5,455,489	5,409,237	40,000	0	0	1,818,163	0	12,722,889

Expenditure Limitation Comparison

	2021	2022
1 Budgeted expenditures/expenses	\$ 11,106,906	\$ 12,722,889
2 Add/subtract: estimated net reconciling items		
3 Budgeted expenditures/expenses adjusted for reconciling items	11,106,906	12,722,889
4 Less: estimated exclusions	7,591,099	7,560,393
5 Amount subject to the expenditure limitation	\$ 3,515,807	\$ 5,162,496
6 EEC expenditure limitation	\$ 13,459,667	\$ 13,834,995

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

- * Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.
- ** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
- *** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City/Town of Springerville
Tax Levy and Tax Rate Information
Fiscal year 2022

	2021	2022
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ _____	\$ _____
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ _____	\$ _____
<u>Property tax judgment</u>	_____	_____
B. Secondary property taxes	_____	_____
<u>Property tax judgment</u>	_____	_____
C. Total property tax levy amounts	\$ _____	\$ _____
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	_____	
(3) Total primary property taxes	\$ _____	
B. Secondary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	_____	
(3) Total secondary property taxes	\$ _____	
C. Total property taxes collected	\$ _____	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	_____	_____
<u>Property tax judgment</u>	_____	_____
(2) Secondary property tax rate	_____	_____
<u>Property tax judgment</u>	_____	_____
(3) Total city/town tax rate	_____	_____
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating _____ special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**City/Town of Springerville
Revenues Other than Property Taxes
Fiscal Year 2022**

Source of revenues	Estimated revenues 2021	Actual revenues* 2021	Estimated revenues 2022
General Fund			
Local taxes			
City Sales Tax	\$ 1,570,000	\$ 1,710,866	\$ 1,725,000
Licenses and permits			
Building Permits	7,500	11,347	10,500
Conditional Use Permits	250	355	300
Business Licenses	2,600	3,300	3,000
Application & Filing Fees	300	500	500
Other Licenses & Permits	550	2,403	1,500
Intergovernmental			
State Sales Tax	179,309	193,291	202,248
Urban Revenue	282,000	282,683	258,081
VLT	149,000	155,658	159,134
Charges for services			
Cemetery Fees	3,700	7,000	5,000
Fines and forfeits			
Magistrate Court	40,000	33,634	35,000
Interest on investments			
LGIP	58,000	3,292	3,500
In-lieu property taxes			
Contributions			
Litigation Settlement			2,000,000
Miscellaneous			
Public Safety	6,250	6,796	4,450
Misc	5,600	32,940	8,150
White Mountain Apache	5,000	2,875	5,000
Heritage Museum/Casa Malapais	12,200	11,750	12,250
Firefighting Revenue	25,000	53,373	25,000
Fireworks Revenue	20,000	15,000	15,000
Tower Lease	17,500	17,600	17,600
AMRRP Reimbursement	78,093		72,360
GF Sales of Asset		36,780	300,000
Total General Fund	\$ 2,462,852	\$ 2,581,443	\$ 4,863,573

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**City/Town of Springerville
Revenues Other than Property Taxes
Fiscal Year 2022**

Source of revenues	Estimated revenues 2021	Actual revenues* 2021	Estimated revenues 2022
Internal Service Funds			
_____	\$ _____	\$ _____	\$ _____

_____	\$ _____	\$ _____	\$ _____

_____	\$ _____	\$ _____	\$ _____

_____	\$ _____	\$ _____	\$ _____

_____	\$ _____	\$ _____	\$ _____

_____	\$ _____	\$ _____	\$ _____

_____	\$ _____	\$ _____	\$ _____

_____	\$ _____	\$ _____	\$ _____
Total Internal Service Funds	\$ _____	\$ _____	\$ _____
Total all Funds	\$ <u>9,765,061</u>	\$ <u>5,229,741</u>	\$ <u>11,423,966</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City/Town of Springerville
Other Financing Sources/(Uses) and Interfund Transfers
Fiscal year 2022

Fund	Other financing 2022		Interfund transfers 2022	
	Sources	(Uses)	In	(Out)
General Fund				
Senior Center	\$	\$	\$	\$ 35,000
SC Transportation				7,400
MPC				43,350
Total General Fund	\$	\$	\$	\$ 85,750
Special Revenue Funds				
Senior Center	\$	\$	\$ 35,000	\$
SC Transportation			7,400	
Total Special Revenue Funds	\$	\$	\$ 42,400	\$
Debt Service Funds				
MPC	\$	\$	\$ 43,350	\$
Total Debt Service Funds	\$	\$	\$ 43,350	\$
Capital Projects Funds				
	\$	\$	\$	\$
Total Capital Projects Funds	\$	\$	\$	\$
Permanent Funds				
	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
Enterprise Funds				
	\$	\$	\$	\$
Total Enterprise Funds	\$	\$	\$	\$
Internal Service Funds				
	\$	\$	\$	\$
Total Internal Service Funds	\$	\$	\$	\$
Total all Funds	\$	\$	\$ 85,750	\$ 85,750

**City/Town of Springerville
Expenditures/Expenses by Fund
Fiscal year 2022**

Fund/Department	Adopted Budgeted Expenditures/ Expenses 2021	Expenditure/ Expense adjustments approved 2021	Actual Expenditures/ Expenses* 2021	Budgeted Expenditures/ Expenses 2022
General Fund				
General Government	\$ 335,000	\$ (267,000)	\$ 128,423	\$ 467,400
Mayor & Council	63,894	65,000	126,300	65,984
Legal	49,000	45,000	87,869	2,118,000
Magistrate	57,470		55,177	57,570
Administration	267,630	32,000	262,952	491,958
Finance	199,711		178,216	206,888
Planning & Zoning	83,789		68,109	131,864
Police	1,034,276		967,434	1,042,380
Animal Control	58,160		56,086	70,968
Fire	398,018		399,645	420,213
Building Maint	69,824	125,000	128,868	132,949
Heritage/Casa	127,150		110,676	125,773
Mechanic Shop	27,821		25,977	28,498
Parks & Cemetery	78,787		67,183	95,044
Total General Fund	\$ 2,850,530	\$	\$ 2,662,915	\$ 5,455,489
Special Revenue Funds				
HURF	\$ 764,821	\$	\$ 472,298	\$ 606,076
Senior Center	339,738		266,317	402,824
Airport	496,438		445,747	403,421
General Government Grants	3,920,000		270,950	2,993,077
Public Safety Grant	260,000		170,925	496,536
Transportation Grants	600,000			350,000
Culture & Recreation Grants				30,000
Public Works Grants				50,000
Santa Donations	2,500			3,000
Tourism	55,500		12,491	62,000
Fire Fighters Pension	3,650		952	3,650
Fire Fighters CIP				8,653
Total Special Revenue Funds	\$ 6,442,647	\$	\$ 1,639,680	\$ 5,409,237
Debt Service Funds				
MPC	\$ 60,000	\$	\$ 39,412	\$ 40,000
Total Debt Service Funds	\$ 60,000	\$	\$ 39,412	\$ 40,000
Capital Projects Funds				
	\$	\$	\$	\$
Total Capital Projects Funds	\$	\$	\$	\$
Permanent Funds				
	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
Enterprise Funds				
Water	\$ 998,410	\$	\$ 755,465	\$ 1,035,292
Water Contingency	10,000			20,000
Wastewater	735,319		626,820	742,871
Wastewater Contingency	10,000			20,000
Total Enterprise Funds	\$ 1,753,729	\$	\$ 1,382,285	\$ 1,818,163
Internal Service Funds				
Contingency	\$	\$	\$	\$
Total Internal Service Funds	\$	\$	\$	\$
Total all Funds	\$ 11,106,906	\$	\$ 5,724,292	\$ 12,722,889

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**City/Town of Springerville
Full-Time Employees and Personnel Compensation
Fiscal year 2022**

Fund	Full-Time Equivalent (FTE) 2022	Employee Salaries and Hourly Costs 2022	Retirement Costs 2022	Healthcare Costs 2022	Other Benefit Costs 2022	Total Estimated Personnel Compensation 2022
General Fund						
General Fund	20	\$ 1,127,953	\$ 262,625	\$ 322,570	\$ 143,550	\$ 1,856,698
Volunteer Fire Fighters	15	56,500	2,825		6,533	65,858
Special Revenue Funds						
HURF	3	\$ 144,747	\$ 17,102	\$ 54,318	\$ 23,693	\$ 239,860
Community Services	4	137,064	12,875	16,366	13,127	179,432
Airport	2	80,395	9,978	16,331	9,806	116,510
Total Special Revenue Funds	9	\$ 362,206	\$ 39,955	\$ 87,015	\$ 46,626	\$ 535,802
Debt Service Funds						
		\$	\$	\$	\$	\$
Total Debt Service Funds		\$	\$	\$	\$	\$
Capital Projects Funds						
		\$	\$	\$	\$	\$
Total Capital Projects Funds		\$	\$	\$	\$	\$
Permanent Funds						
		\$	\$	\$	\$	\$
Total Permanent Funds		\$	\$	\$	\$	\$
Enterprise Funds						
Water	3	\$ 134,935	\$ 15,884	\$ 46,404	\$ 14,760	\$ 211,983
Wastewater	2	119,221	14,365	39,942	12,882	186,410
Total Enterprise Funds	5	\$ 254,156	\$ 30,249	\$ 86,346	\$ 27,642	\$ 398,393
Internal Service Funds						
		\$	\$	\$	\$	\$
Total Internal Service Fund		\$	\$	\$	\$	\$
Total all Funds	49	\$ 1,744,315	\$ 332,829	\$ 495,931	\$ 217,818	\$ 2,856,751

**TOWN OF SPRINGERVILLE
MEMORANDUM #**

TO: Springerville Town Council
FROM: Sean Kienle, Airport Manager
DATE: 07/21/2020
SUBJECT: Town of Springerville Airport Improvement Program
Grant No. 3-04-0038-027-2021

PROPOSED MOTIONS:

I move we approve an FAA Airport Improvement Program (AIP) grant in the amount of \$160,820.00 for the design of the pavement rehabilitation on runway 3/21 and authorize payment by the Town of the 4.47% match in the amount of \$7,188.66, as well as authorize the Mayor to execute the grant on behalf of the Town.

OR

I move we

STAFF REPORT

Staff requests that Council consider approval of an FAA/ADOT Airport Improvement Program (AIP) grant (Agreement attached) in the amount of \$160,820.00 for the design of the pavement rehabilitation on Runway 3/21. The Town's match is 4.47% (\$7,188.66).



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
Arizona, Nevada

3800 N Central Ave
Suite 1025
Phoenix, AZ 85012

June 28, 2021

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

Dear Mr. Kienle:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-04-0038-027-2021 at Springerville Municipal in Springerville, Arizona Airport. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant by providing their electronic signature.
- c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.
- d. You may not make any modification to the text, terms or conditions of the grant offer.
- e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Tim Morrison, (602) 792-1069, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike N. Williams". The signature is stylized and includes a long horizontal line extending to the right.

Mike N. Williams
Manager

[ADO has discretion to delegate signature authority to Program Manager]



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date June 28, 2021

Airport/Planning Area Springerville Municipal Airport

FY2021 AIP Grant Number 3-04-0038-027-2021

Unique Entity Identifier 002454494

TO: Town of Springerville
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 27, 2021, for a grant of Federal funds for a project at or associated with the Springerville Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Springerville Municipal Airport (herein called the "Project") consisting of the following:

Reconstruct Runway

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$160,820.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 160,820 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 1, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.
- 21. **Trafficking in Persons.**
 - a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
 - c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
 - d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
- 22. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 09/28/2010, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 24. **Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

25. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

26. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Mike N Williams

(Typed Name)

Manager, Phoenix Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

Town of Springerville

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arizona. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor’s Attorney)

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

A. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The (**Town of Springerville**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
 - f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2)

transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of May 27, 2021.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Heidi Wink, Interim Town Manager
DATE: 7/21/2021
SUBJECT: ASPC Inmate Contract

SUGGESTED MOTIONS:

I motion to approve the renewal contract with the Arizona State Prison Complex for inmate labor as presented and authorize the Interim Town Manager to execute the contract.

OR I motion to not approve or I motion to table the item.

STAFF REPORT

Please see the attached proposed contract renewal. The current contract with ASPC for inmates expires this month.

Arizona Department of Corrections Rehabilitation & Reentry



1601 WEST JEFFERSON
PHOENIX, ARIZONA 85007
(602) 542-5497
www.azcorrections.gov



DOUGLAS A. DUCEY
GOVERNOR

DAVID SHINN
DIRECTOR

June 29, 2021

Heidi Wink, Interim Town Manager
Town of Springerville
418 East Main Street
Springerville, Arizona 85938

Re: Contract No. 21-135-26 – Inmate Work Contract, Arizona State Prison Complex (ASPC)-
Winslow/Apache

Dear Ms. Wink:

Attached for your review and authorized signature is the above referenced Contract between the Arizona Department of Corrections, Rehabilitation and Reentry for and on behalf of ASPC-Winslow/Apache and the town of Springerville.

Please sign and return by July 6, 2021 to tcooper@azadc.gov. Please do not make any changes to the enclosed documents prior to discussing them with Procurement Services. Any unauthorized alteration may delay finalization.

A copy of the fully executed Contract will be sent to you for your records.

If you have any questions, please feel free to contact Ted Cooper, Senior Procurement Specialist at 602-364-3795 or me at (602) 542-1172.

Sincerely,

A handwritten signature in black ink, appearing to read "Denel M. Pickering".

Denel M. Pickering
Chief Procurement Officer
Arizona Department of Corrections, Rehabilitation & Reentry

DP/tc

Enclosure

cc: ADCRR Tracking No. 21-135-26

Procurement Services, 1645 W. Jefferson, Mail Code 55302, Phoenix, AZ 85007
Phone: (602) 542-1172

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS, REHABILITATION & REENTRY
1645 West Jefferson Street, Mail Code 55302
Phoenix, Arizona 85007-3002

INMATE WORK CONTRACT

This **Contract** is entered into between **the Town of Springerville**, hereinafter referred to as the **Contractor**, and the **Arizona Department of Corrections, Rehabilitation & Reentry** for and on behalf of its **Arizona State Prison Complex - Winslow/Apache**, hereinafter known as the **Department or ADCRR**.

This document, including the Scope of Services, Special Terms and Conditions, Standard Work Provisions, any addendums, attachments or modifications, shall constitute the entire Contract between the parties and supersedes all other understandings, oral or written.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Contract.

TOWN OF SPRINGERVILLE
FEDERAL TAX I.D. #86-600796

ARIZONA DEPARTMENT OF CORRECTIONS,
REHABILITATION & REENTRY

Signature of Authorized Individual Date

Heidi Wink

Typed Name

Interim Town Manager

Typed Title

418 East Main Street
Springerville, Arizona 85938

Address

Signature of Authorized Individual Date

Denel M. Pickering

Typed Name

Chief Procurement Officer, Procurement Services

Typed Title

1645 West Jefferson Street, Mail Code 328
Phoenix, Arizona 85007-3002

Address

Additional Signatures as Applicable

Signature of Authorized Individual Date

Typed Name

Typed Title

Signature of Authorized Individual Date

Typed Name

Typed Title

Prepared by: Ted Cooper, Sr. Procurement Specialist
Updated: 6.29.21

WITNESSETH

WHEREAS, the Department is duly authorized by A.R.S. § 41-1604, et seq.; § 31-252 and § 31-254, to execute and administer contracts and;

WHEREAS, the Contractor is authorized by A.R.S. § 9-240 et seq. to enter into agreements for services, and;

WHEREAS, the Department desires to implement the requirement that each able-bodied inmate under commitment to the Department shall engage in work activity during such term of imprisonment, and;

WHEREAS, the Director of the Department has the authority to maintain and administer facilities and programs as may be required for the custody, control and rehabilitation of all inmates committed to the Department, and;

WHEREAS, the Director of the Department may authorize inmate work crews to perform acceptable tasks in any part of the State, and;

WHEREAS, the Contractor has a need for a labor force to support its Public Works and Parks and Recreation Departments' projects, and;

WHEREAS, the Department is able to supply an inmate labor pool to support this work program for its Arizona State Prison Complex – Winslow/Apache, as identified herein.

NOW, THEREFORE, the Department and the Contractor do hereby agree as follows:

1 THE CONTRACTOR AGREES:

- 1.1 To provide the tools, equipment, and supplies necessary to properly and safely perform assigned work, including, but not limited to, drinking water, sanitary facilities, and any special clothing items appropriate to the work performed, such as facial coverings, safety glasses, gloves, goggles, hats, protective outerwear or footwear, etc. Any personal protective equipment (PPE) shall be provided by Contractor at the beginning of each shift and prior to each use shall be inspected by a supervisor for completeness and functionality.
- 1.2 To appoint a work crew leader who may provide both technical and job supervision as necessary. Appointed supervisors shall abide by and put into operational practice the Standard Work Provision for Inmate Work Programs included as Attachment #1 of this contract.
 - 1.2.1 Technical supervision means the Contractor shall provide staff who know the types of work tasks to be accomplished and correct way to complete each task. Technical supervisors teach assigned inmates how to complete their job assignments, and ensure the proper deployment and use of any job-related PPE.
 - 1.2.2 Job supervision means that Contractor personnel shall remain with assigned inmates for the length of the work day to ensure inmates are supervised and accounted for, and report results to the Department liaison. If an inmate fails to remain at the work site, if an inmate becomes ill at the work site and needs to be returned to the prison and if an inmate poses security concerns, the liaison shall be contacted immediately.
- 1.3 To obtain the Department's written approval for the Contractor's technical supervisor prior to initiation of this contract.

- 1.3.1 Subsequent to Contract initiation, should the Contractor's technical supervisor(s) change, the Contractor shall notify the Department at least two (2) workdays prior to the impending change to permit completion of the Department's approval process.
- 1.3.2 If prior notice is not possible, the Department may withhold the inmate work crew from further service until the necessary approval process is completed for the new supervisor.
- 1.4 To provide, if applicable, pesticide protection and Hazardous Material Training (HAZMAT) for inmates prior to initiating the work activities described in this Contract.
 - 1.4.1 The Contractor shall comply with the Site Safety and Health Plan included as Attachment #2 of this contract.
 - 1.4.2 Inmates shall not be allowed to be present while hazardous materials, inclusive of pesticides, are being used or applied. Pursuant to the Arizona Office of Pest Management, no inmate shall be allowed to handle or to apply pesticides. However, all hazardous materials (inclusive of pesticides), if stored and/or used on this site, and while ADCRR staff and/or inmates are present, require they be trained to recognize such hazardous materials and relative adverse medical signs and symptoms associated with the chemical, in accordance with the federal chemical "Right-to-Know Act" (SARA Title III).
- 1.5 To provide a working environment which meets the requirements of the Occupational Safety and Health Act (OSHA), Safety and Health Standards for General and or Construction Industry, 29 CFR Part 1910 and 1926, as adopted by the State of Arizona.
- 1.6 To provide emergency first aid for minor injuries or to contact the nearest medical provider to assist if more extensive first aid services are needed.
- 1.7 The Contractor shall follow all Department Orders (DO's), and Director's Instructions (DI's), i.e. drug-free workplace, grooming code, etc. The policies, procedures, DO's, and DI's are available on the following web site www.corrections.az.gov.
- 1.8 To designate a staff member who shall serve as liaison between the Contractor and the Department. The Contractor shall ensure that the Department is given the name and phone number/extension of the contact person.
- 1.9 To notify the Department twenty-four (24) hours prior to necessity should workload require inmates to stay beyond their normal work hours. Said notice shall be provided by contacting the Department's institution contact person.
- 1.10 To assign work hours, work location(s), and job assignments subject to the concurrence of the Department. Work sites shall be confined to locations which are within the Contractor's authority to manage, maintain and finance.
- 1.11 To allocate sufficient time from job responsibilities to allow Contractor's staff assigned to this work program to attend mandatory training given by the Department prior to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this program must receive Department training prior to assuming work responsibilities.
- 1.12 To maintain the work site in the manner/condition in which it was approved by the Department as complying with the requirements imposed by the custody level of assigned inmates and assigned work responsibilities. If, during the term of this Contract, security/safety concerns become evident, or the Contractor wishes to change or alter the work site(s), the following procedures shall be

followed:

- 1.12.1 Security/safety concerns shall be rectified immediately by the Contractor in accordance with direction received from the Department.
 - 1.12.2 The Contractor shall provide written notice to the Department if changes or alterations are planned for the work site(s) prior to any changes or alteration being accomplished.
 - 1.12.3 Representatives from the Department and the Contractor shall conduct an inspection of the work site(s). If the proposed change or alteration shall negatively impact the security and/or safety of assigned inmate workers, corrective action shall be determined by the Department.
 - 1.12.4 If in the opinion of the Department, said security/safety concern(s) poses an immediate threat to the inmate workers, the Department may withhold further assignments of the inmate work crew until the concern is rectified.
- 1.13 To pay for inmate labor at the rate of fifty cents (50¢) per hour, to include approved extra hours, if applicable as authorized by the Department.
 - 1.14 To pay for Correctional Officer (CO) supervision of inmate work crews under this Contract, including overtime approved by Contractor, if applicable, and all employee related expenses. Should additional crews be needed, Contractor will hire additional staff to supervise inmate work crews. The Contractor in agreement with the Department must authorize the expense of additional Departmental staff before the expense is incurred.
 - 1.15 In addition to payment for inmate labor and CO overtime, the Contractor shall pay the Department for transportation costs at the State prevailing rate per mile, as determined by the Arizona Department of Administration, General Accounting Office, for distance traveled by each Department transportation vehicle to and from the work site(s). Such payment shall be rendered by separate check or warrant at the same time and place as payment for inmate wages.
 - 1.16 To comply with the following procedures in recording inmate work hours and rendering all payments due under this Contract:
 - 1.16.1 The bi-weekly **Inmate Payroll Summary** and the corresponding **Daily Time Sheet(s)**, shall be completed by Contractor and include the appropriate signature(s) of the inmate(s), and Contractor's inmate work crew Supervisor as provided for in Attachments #4, and #5.
 - 1.16.1.1 The original Attachments #4 and #5 shall be sent to the address below within three (3) work days following the end of the Contractor's scheduled pay period.

Arizona State Prison Complex – Winslow/Apache
Attention: Business Manager
2100 South Highway 87
Winslow, Arizona 86047
 - 1.16.1.2 On rare occasions, for technical reasons, the Inmate Payroll Summary may not be of biweekly duration. When these occur, the inmate pay period will be adjusted accordingly.
 - 1.17 Payments as invoiced shall be paid within thirty (30) calendar days of the invoice date. The

check or warrant shall be made payable to Arizona State Prison Complex – Winslow/Apache and sent to the following address (electronic payment may be made if mutually agreed):

Arizona State Prison Complex – Winslow/Apache
Attention: Business Manager
2100 South Highway 87
Winslow, Arizona 86047

- 1.18 To maintain records and other evidence sufficient to reflect properly all payments related to this work program. Such records shall be made available for inspection and audit upon request by the Department.
- 1.19 Prior to pursuing any press or publicity regarding these services, the contractor shall work with ADC'S Communications Department. ADC retains final approval rights concerning any such efforts.
- 1.20 That inmates assigned to this work program **shall not** drive any licensed, over-the road vehicle as part of their job responsibilities. However, assigned inmates may be permitted to operate the Contractor's off-road mobile equipment, in accordance with the following guidelines.
 - 1.20.1 The Contractor shall provide written notice to the Department advising of the need to have inmates operate mobile equipment. The notice shall describe the type(s) of off-road mobile equipment to be operated in accordance with Attachment #3.
 - 1.20.2 No inmate shall operate any mobile equipment until the Contractor receives written authorization from the Department in accordance with Attachment #3.
 - 1.20.3 If the Contractor receives written authorization from the Department, the Contractor shall document training provided to inmates specific to each type of off-road mobile equipment to be operated.
 - 1.20.4 Acquire and maintain applicable insurance in compliance with State requirements.
 - 1.20.5 Designated off-road mobile equipment may be:
 - 1.20.5.1 Riding lawnmowers and golf carts or similar type equipment.
- 1.21 That any of Contractor's employees who have, or may have, contact with any inmate workers or ADCRR staff who have contact with the inmate workers, are required to provide proof of a negative result from a test for infection of the COVID-19 coronavirus (SARS-CoV-2) within a preceding time period as required by ADCRR (which may normally range from one (1) week to one (1) month). Such test results must be confirmed at least two (2) days before Contractor's employee is expected to have contact with inmate workers or ADCRR staff who have contact with the inmate workers. Contractor is responsible for the testing, testing costs, and confirmation of test results to ADCRR.
 - 1.21.1 Contractor shall notify ADCRR within two (2) hours upon learning that any of its employees associated with this work program has received a positive COVID-19 test result, along with all relevant information.
 - 1.21.2 This will be an ongoing requirement, requiring such employees to be tested on a frequency determined by ADCRR requirements as long as they continue to have, or may have,

contact with the inmate workers or ADCRR staff who have contact with the inmate workers. The validation of ongoing negative test results must be provided to ADCRR's Prison Operations and accepted by ADCRR in a time frame acceptable to ADCRR.

- 1.21.3 For the purposes of these provisions, "contact" shall mean being within twelve (12) feet of another person at any time, or having the potential to be within that distance of another person at any time. ADCRR shall exercise its sole discretion in resolving any questions or disagreements about whether contact is occurring or may occur.
- 1.21.4 ADCRR will provide inmate workers with a face cover to assist with virus protection. Any additional COVID-19 related PPE (such as plastic or rubber gloves, hand sanitizer, etc.) shall be considered as part of the PPE referred to in Section 1.1, and shall be provided by Contractor as determined by ADCRR.
- 1.21.5 All test results shall be from a medical provider acceptable to ADCRR.
- 1.21.6 All testing shall be a diagnostic molecular, or antigen, type of test for current infection (not an antibody test). If an antigen test is used, it must be of the type using the BinaxNOW COVID-19 Ag CARD authorized by the FDA, or any other antigen test type which may be acceptable to ADCRR.
- 1.21.7 Specific testing and other related requirements above are subject to change depending on new guidance from the federal U.S. Centers for Disease Control and Prevention (CDC), State of Arizona guidelines or directives, ADCRR policy changes, and/or any other dynamic aspects of the COVID-19 pandemic. Upon notification, Contractor shall abide by and carry out revised written direction from ADCRR. Whenever ADCRR determines any guidelines or conditions impacting this Contract must be tightened or may be relaxed, Contractor will likewise be informed of any changes in writing (to include via email).
 - 1.21.7.1 Contractor's employee(s) who have been fully vaccinated against the COVID-19 coronavirus are not subject to the requirements for testing and proof of negative test result(s) stated in Sections 1.21 and 1.21.2 above; however, the following provisions shall apply to Contractor's employee(s) who have, or may have, contact with inmate workers or ADCRR staff who have contact with inmate workers:
 - 1.21.7.1.1 If a fully vaccinated employee becomes symptomatic for possible COVID-19 infection, or has known exposure to COVID-19, the required testing and proof of negative test result(s) stated in Sections 1.21 and 1.21.2 shall apply to such employee(s) until lifted by ADCRR.
 - 1.21.7.1.2 Contractor shall notify ADCRR within two (2) hours upon learning that its fully vaccinated employee(s) has become symptomatic for possible COVID-19 infection or has had known exposure to COVID-19, along with other relevant information.
 - 1.21.7.1.3 For the purposes of this relaxation of the requirements, "fully vaccinated" shall mean that two (2) weeks or more have passed since Contractor's employee(s) completed the vaccine series (either single- or double-dose, depending on the vaccine manufacturer's prescribed usage). Proof of "full vaccination" is required upon ADCRR request, and Contractor employee's participation in the

work program may be delayed until such proof is provided.

1.21.8 While the above Sections 1.21 through 1.21.7 address specific concerns associated with the COVID-19 coronavirus (SARS-CoV-2) pandemic, the same or similar provisions may be applied, without a Contract amendment, in the event some other type of virus, bacteria, or other public health hazard should bring about the need for similar efforts to help control or limit the spread of illness or disease to the inmate population, ADCRR staff, or the public at large. Contractor will be notified and informed in writing (to include via email), should any such matters arise, and Contractor will be likewise obligated to abide by ADCRR's direction.

2 THE DEPARTMENT AGREES:

- 2.1 To provide a mutually agreed number of inmates, subject to availability of said work force, to support the Contractor's property maintenance and construction projects as agreed between the Department and Contractor.
- 2.2 Inmates classified as sexual predators/offenders **shall not** be utilized for this public works Contract.
- 2.3 That work assignments shall be performed at the Contractor's business location(s) as shown on Attachment No. 6.
- 2.4 To provide transportation of inmate workers to and from selected work site(s) in Department owned vehicles. Inmate workers shall not be transported in privately owned vehicles at any time.
- 2.5 To provide sack lunches for inmates and furnish all clothing, except special protective clothing or footwear.
- 2.6 To provide security supervision of inmate workers in accordance with Department written instructions.
- 2.7 When mutually agreed to by the Department and the Contractor: to provide a Correctional Officer (CO) who shall remain on site to provide security supervision of the inmate workers each workday. The assigned CO shall follow Department notification procedures if:
 - 2.7.1 An inmate fails to remain at the work site.
 - 2.7.2 An inmate has an accident or becomes seriously ill at the work site.
- 2.8 To remove and replace as soon as possible any inmate who does not perform to the satisfaction of the Contractor.
- 2.9 To approve/disapprove the Contractor's technical supervisor(s) assigned to this work program in accordance with Department written instructions.
- 2.10 To present training to Contractor's staff who will be involved in supervising or interacting with inmate workers. This training shall be given **prior** to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this work program must receive Department training prior to assuming work responsibilities.
- 2.11 To keep the Contractor fully informed of Department written instructions and activities that have bearing upon the Contractor fulfilling assigned obligations under this Contract.

- 2.12 To designate an institutional contact person who shall function as a liaison between the Institution, Department and the Contractor in developing and coordinating work schedules, assignments, hours and transportation. The Department shall ensure the Contractor is given the name and telephone number/extension of the contact person.
- 2.13 To ensure that any inmate(s) who drives the Contractor's off-road mobile equipment as an assigned work duty is in compliance with Department written instructions governing the use of inmate drivers.
- 2.14 That prior to the initiation of this work program, the proposed work site shall be inspected relative to security and safety concerns to ensure the work environment satisfies all requirements imposed by custody level of assigned inmate workers and assigned work responsibilities. If, during the term of this Contract, security or safety concerns should become evident, or the Contractor wishes to change or alter the work site, the procedure described in Section 1.12 of this Contract shall be followed.
- 2.15 To invoice the Contractor for payments due no later than the fifth (5th) business day of each month. Invoices shall identify the following:
- 2.15.1 Inmate name and ADCRR number
 - 2.15.2 Hours worked
 - 2.15.3 Rate of pay
 - 2.15.4 Mileage (if applicable)
 - 2.15.5 Vehicle repair expense (if applicable)
 - 2.15.6 Total amount invoiced
- 2.16 Invoices for CO supervision shall identify at a minimum the following:
- 2.16.1 CO name(s)
 - 2.16.2 CO hours worked including overtime hours, if applicable
 - 2.16.3 Rate of pay
 - 2.16.4 Total amount invoiced
- 2.17 That invoices shall be sent to the Contractor at the following address:
- Town of Springerville
Attn: Accounts Payable
418 East Main Street
Springerville, Arizona 85938

3 SPECIAL TERMS AND CONDITIONS

- 3.1 Term of Contract This Contract is expected to commence with the expiration of the current Contract, in effect through **July 19, 2021** and shall continue for a period of five (5) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
- 3.2 This Contract may be extended by written mutual agreement for up to an additional five (5) year period.
- 3.3 This Contract may be terminated, without cause, by either party by provision of prior written notice to the other. Such Notice of Termination shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.
- 3.4 Circumstances may arise during the term of this Contract which may prohibit the assignment of inmates for work assignments. Such circumstances could include acts of nature, institution riots, lockdowns, inmate work strikes, etc. The following guidelines shall govern, if such circumstances should occur:
- 3.4.1 The Department shall provide verbal notice within 24 hours to the Contractor if circumstances will impact work activities.
- 3.4.2 The Contractor shall not hold the Department liable for failure to perform, or in default of Contract terms due to circumstances described above.
- 3.5 Inmates working under this Contract are not employees of the Contractor and any compensation is provided solely pursuant to A.R.S. § 31-254.
- 3.6 Non-Availability of Funds In accordance with A.R.S. § 35-154, every payment obligation of the State and City under this Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State or City at the end of the period for which funds are available. No liability shall accrue to the State or City in the event this provision is exercised, and the State or City shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 3.7 Cancellation for Conflict of Interest In accordance with A.R.S. § 38-511, State or City may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State or City, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.
- 3.8 The Department reserves the right to terminate the contract for default in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Contractor.
- 3.9 Changes to the Contract shall be handled by formal amendment through Procurement Services.
- 3.10 Arbitration In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

- 3.10.1 Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Contract as to which exception has been taken by either party, or their designees, shall be retained by the parties until such appeals, litigations, claims or exceptions have been finally resolved.
- 3.11 Applicable Law In accordance with A.R.S. § 41-2501, et seq. and AAC R2-7-101, et seq. Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.
- 3.12 Non-Discrimination In accordance with A.R.S. § 41-1461, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.
- 3.13 Each party to this contract shall be responsible for any and all costs, including but not limited to, attorney fees, court costs and other litigation expenses incurred as a result of the errors and omissions of its officers, employees, agents, or assigns arising out of the performance of this contract.
- 3.14 Audit of Records In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- 3.15 Notices. Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as shown on the signature page of this document.
- 3.16 Third Party Antitrust Violations The Contractor assigns to the State any claims for charges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor.
- 3.17 Notice Warning Any person who takes into or out of or attempts to take into or out of correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property of packages.

Definition: A.R.S. § 13-2501:
 A.R.S. § 13-2505:
 ADC Department Order 708

3.18 Unlawful Sexual Conduct

- 3.18.1 A person commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, Rehabilitation and Reentry (ADCRR), the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county. For the purposes of this subsection, "person" means a person who:

- Is employed by ADCRR or the Department of Juvenile Corrections.
- Is employed by a private prison facility or a city or county jail.
- Contracts to provide services with ADCRR, the Department of Juvenile Corrections, a private prison facility or a city or county jail.
- Is an official visitor, volunteer or agency representative of ADCRR, the Department of Juvenile Corrections, a private prison facility or a city or county jail.

3.18.2 This section does not apply to a person who is employed by ADCRR, a private prison facility or a city or county jail or who contracts to provide services with ADCRR, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to ADCRR or was incarcerated in a city or county jail.

3.18.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

3.18.4 Unlawful sexual conduct; correctional facilities; classification; Definition
A.R.S. § 13-1419.

3.19 Federal Prison Rape Elimination Act 2003. The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003. Reference 28 C.F.R., Part § 115.

3.20 Contraband

3.20.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medications, etc.

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority A.R.S. § 13-2501
 A.R.S. § 13-2505
 ADC Department Order 708

3.21 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United

States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

3.22 Electronic and Information Technology. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and A.R.S. § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

3.23 E-Verify Requirement

3.23.1 In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.

3.24 Indemnification:

3.24.1 Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Department of Corrections is self-insured per A.R.S. 41-621.

INMATE WORK PROGRAM UTILIZING CONTRACTOR SUPERVISION

- A. No inmate shall be placed in a supervisory capacity over any other inmate.
- B. Department authorities shall be notified of unsatisfactory work or malingering of inmates and, if requested, the Contractor shall furnish a written account of such unsatisfactory performance.
- C. The Department shall receive immediate notification of an inmate's failure to remain at work in accordance with assigned job duties.
- D. The Department shall receive immediate notification of the discovery or suspicion of any intoxicant or un-prescribed drug in the possession of any inmate worker.
- E. In the event of accident or serious illness while on the job, the Contractor may administer first aid as necessary and shall notify Department authorities without delay. If necessary, in the interest of life or limb, the inmate may be transported to the nearest hospital. Inmate workers **shall not** be transported in privately owned vehicles at any time.
- F. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.
- G. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- H. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- I. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- J. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.
- K. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. § 31-221, and **no** information shall be released without prior written authorization from a representative of the Department.
- L. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs.
- M. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.

- N. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.
- O. **The visiting of an inmate by any unauthorized person shall not be permitted.** If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.
- P. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.

**STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN**

**Attachment #2
ADCRR Contract No. 21-135-26**

Developed by: State of Arizona, Department of Administration
Risk Management Section

Provided by: Fire and Life Safety Administrator
Prison Operations Division

1 PROGRAM OBJECTIVES

- 1.1 This Safety and Loss Prevention Program is established to exercise all available means of eliminating or controlling hazards and risks associated with renovation and construction projects.
 - 1.1.1 Minimize Personal injuries;
 - 1.1.2 Maximize Property Conservations;
 - 1.1.3 Achieve Greater Efficiency; and
 - 1.1.4 Reduce Direct and Indirect Costs
- 1.2 The effectiveness of Safety and Loss Prevention Program will depend on the active participation and full cooperation of all involved with the project to include management, supervisors, inmates, and employees, and their efforts in carrying out the following basic responsibilities.
 - 1.2.1 Plan all work to minimize personal injury, property damage and loss of productive time.
 - 1.2.2 Properly select inmates/employees based upon their skill level for the necessary job tasks.
 - 1.2.3 Provide for the protection of adjacent property and safety of the public.
 - 1.2.4 Coordinate activities with others at the work location.
 - 1.2.5 Establish and conduct an educational program to stimulate and maintain interest and participation of all inmates and employees through:
 - 1.2.5.1 Safety Meetings;
 - 1.2.5.2 Prompt investigation of all accidents and serious potential incidents to determine cause or causes and take necessary corrective action to eliminate a recurrence of a loss or incident;
 - 1.2.5.3 Use of proper work methods, personal protective equipment, and mechanical guards;
 - 1.2.5.4 Employee/inmate safety instructions to all assigned work; and
 - 1.2.5.5 Safety training programs.

2 RESPONSIBILITIES

- 2.1 It is the purpose of the program to organize and direct activities, which will:
 - 2.1.1 Avoid injuries.
 - 2.1.2 Reduce construction interruption due to an accident.
 - 2.1.3 Assure a safe and healthy place to work.

**STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN**

**Attachment #2
ADCRR Contract No. 21-135-26**

- 2.2 The Project Manager is required to establish and administer a site-specific safety program and will:
- 2.2.1 Make periodic loss prevention surveys.
 - 2.2.2 Submit written recommendations.
 - 2.2.3 Periodically attend safety meetings.
 - 2.2.4 Assure safety orientation meetings for employees/inmates are conducted and documented.
 - 2.2.5 Provide warning signs, safety literature, reporting forms, and other educational and training materials as deemed appropriate.
 - 2.2.6 Maintain a written comprehensive Safety and Loss Prevention manual.
 - 2.2.7 Give due consideration to all safety factors during pre-planning.
 - 2.2.8 Employ only those individuals physically and mentally capable of performing in a safe manner.
 - 2.2.9 Comply with the Occupational Safety and Health Act and all other applicable Federal, State and Local regulations.
 - 2.2.10 Provide and enforce the use of all necessary testing equipment for employee/inmate health and safety. Provide and enforce the use of personal protective equipment and use only where Engineering controls are not feasible.
 - 2.2.11 Provide properly guarded and maintained tools, machinery and equipment.
 - 2.2.12 Maintain necessary accident records and promptly file the reports required by the State or Federal authorities and the insurer.
 - 2.2.13 Promptly investigate any incident that causes injury or damage to property.
 - 2.2.14 Plan and schedule work operations so as to control personal injury and property damage hazards.
 - 2.2.15 Maintain good housekeeping conditions and fire protection equipment.
 - 2.2.16 Maintain an effective equipment inspection and maintenance program.
 - 2.2.17 Provide proper and specific work task training for employees/inmates regarding the hazards of their jobs and how to work safely.
 - 2.2.18 Correct unsafe work habits of employees/inmates as soon as they are observed.
 - 2.2.19 Eliminate unsafe conditions under their control and promptly report those they cannot eliminate to the proper authority.
 - 2.2.20 Conduct weekly toolbox meetings with all employees/inmates and maintain written records of these meetings. The written record shall include the date, topic discussed, comments, and attendees.

- 2.2.21 Ensure each employee/inmate understands that violations of the project safety program will not be tolerated and that proper disciplinary action will be administered, including removal from the Project for violation of safety policy.

3 GENERAL SAFETY REQUIREMENTS

3.1 Laws and Regulations:

- 3.1.1 Responsible project management representatives shall comply with and enforce all local, state and federal laws, rules, statutes and regulations of governing or regulatory bodies within the geographical scope of its operations. They will also cooperate with all regulatory agencies regarding job site safety and health, and allow full access to the project for visitation.

3.2 Audit Procedures:

- 3.2.1 All documentation regarding safety training, hazard communication, electrical safety programs, equipment safety programs, equipment inspection and maintenance records, and fire protection inspection shall be kept on the job site.

3.3 Drug and Alcohol Policy:

- 3.3.1 The possession or use of any non-prescribed drug or any alcohol beverage on the job site is strictly prohibited.

4 SPECIFIC REQUIREMENTS

4.1 Emergency Procedures Guideline:

- 4.1.1 The Project Manager will set up emergency procedures for the following categories:

- 4.1.1.1 Fire
- 4.1.1.2 Injuries
- 4.1.1.3 Injury to the general public
- 4.1.1.4 Property damage, particularly to utilities; i.e., gas, water, sewage, electrical, telephone, or pedestrian and vehicle routes.
- 4.1.1.5 Public demonstrations
- 4.1.1.6 Bomb threats
- 4.1.1.7 Other exposures at the construction site

- 4.1.2 In order that necessary emergency services are supplied promptly, the Project Manager shall:

- 4.1.2.1 Post in a conspicuous place, a list of emergency phone numbers, along with the type of information to be transmitted for each emergency situation.
- 4.1.2.2 Delegate responsibility for making emergency calls.

- 4.1.3 It is the responsibility of the Project Manager to ensure immediate (5 min or less) reliable emergency medical response is available or to provide full time dedicated, trained emergency medical staff and facilities to be available to all employees/inmates If employees/inmates are working with materials that could adversely affect their respiration, or are subject to electrical shock that could cause loss of the breathing function, and medical response is longer than 3 to 4

**STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN**

**Attachment #2
ADCRR Contract No. 21-135-26**

minutes, the Project Manger must adhere to the OSHA rules and regulations, 29 CFR 1926.50, regarding medical response for a construction site.

4.1.4 The Project Manager's emergency procedures should be reviewed regularly and, where necessary, adjusted to provide maximum effectiveness.

4.2 Protection of the Public:

4.2.1 The Project Manager shall take all necessary precautions to prevent injury to the public or damage to property of others. The term "public" shall include all persons not engaged in the project or others working under his/her direction. Precautions to be taken shall include, but not limited to, the following:

4.2.1.1 Work shall not be performed in any area occupied by the public unless specified permitted by the contract or in writing by the Project Manager.

4.2.1.2 When it is necessary to maintain public use of work areas involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways and vehicular roadways, the Project Manager s shall protect the public with appropriate guardrails, barricades, temporary partition shields, and adequate visibility. Such protection shall guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gasses, open flames, energized circuits or other harmful exposures.

4.2.1.3 Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors or exits shall be kept clear of obstructions to permit safe ingress and egress of the public at all times.

4.2.1.4 Appropriate warnings, signs, and instructional safety signs shall be conspicuously posted where necessary. In addition, a signal shall control the movement of motorized equipment in areas where the public might be endangered.

4.2.1.5 Sidewalk sheds, canopies, catch platforms and appropriate fences shall be provided when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural, alteration of outside walls on any structure. The protection required shall be in accordance with the laws and regulations of the regulatory bodies.

4.2.1.6 A temporary fence shall be provided around the perimeter of above ground operations adjacent to public areas except where a sidewalk shed or fence is, if provided by the contract or as required by Subparagraph 5 above. Perimeter fences shall be at least six feet high and/or in compliance with the laws and regulations of the regulatory bodies involved.

4.2.1.7 Guardrails shall be provided on both sides of vehicular and pedestrian bridges, ramps, runways and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds or fences are provided as required by Subparagraph 5 above. Guardrails shall be made of

rigid materials capable of withstanding a force of at least 200 pounds applied in any direction at any point in their structure. Their height shall be approximately 42-inches. Top rails and post may be 2-inches by 4-inches dressed wood or equal. Intermediate horizontal rails at mid-height and toe boards at platform level may be 1-inch by 6-inch wood or equal. Posts shall not be over eight feet apart.

- 4.2.1.8 Barricades meeting the requirements of the political subdivision involved shall provide where sidewalk sheds, fences or guardrails as referenced above, are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained to perform the work. During the period a barricade is removed temporarily for the purposes of work, a watchman shall be placed at all openings.
- 4.2.1.9 Temporary sidewalks shall be provided when a permanent sidewalk is obstructed by the Trade Subcontractor's or any tier operations. They shall be in accordance with the requirements of the political subdivision involved. Guardrails shall be provided on both sides of temporary sidewalks.
- 4.2.1.10 Warning signs and lights including lanterns, torches, flares and electric lights, meeting requirements of the political subdivision involved, shall be maintained from dusk to sunrise along guardrails, barricades, temporary sidewalks and at every obstruction to the public. These shall be placed at both ends of such protection or obstructions and not over 20 feet apart alongside of such protection or obstructions.

4.3 Housekeeping:

- 4.3.1 During the course of construction/renovation, housekeeping practices will be followed to keep the work areas, passageways, and stairs in and around the buildings or other structures, free from debris of all types.
 - 4.3.1.1 This shall include scrap lumber and form lumber with protruding nails.
 - 4.3.1.2 Combustible scrap and debris shall be removed at regular intervals. Containers shall be provided for the collection of scrap, trash and other debris.

4.4 Personal Protective Equipment:

- 4.4.1 The Project Manager shall be responsible for requiring the wearing of appropriate personal protective equipment in all operation where there is an exposure to hazardous conditions or where there is an indication of the need for using such equipment to reduce the hazard to employees/inmates. Such equipment will be used where engineering out the hazard is not feasible.

4.5 Flammable and Combustible Liquids:

- 4.5.1 Flammable and combustible liquids shall be stored and dispensed in compliance with regulations and rules established by the governing regulatory bodies.

**STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN**

**Attachment #2
ADCRR Contract No. 21-135-26**

- 4.5.2 Any leakage or spillage of flammable or combustible liquids shall be cleaned up immediately and disposed of promptly and safely.
- 4.5.3 Transfer of flammable liquids from one container to another shall require electrically bonding the containers.
- 4.5.4 Small quantities of flammable liquids that may be used at various points on the Job Site shall be handled in approved safety cans.
- 4.5.5 No smoking, matches, or open flames will be permitted within 50 feet of the area where flammable liquids are used or transferred, unless conditions warrant greater clearance.
- 4.5.6 Fuel trucks will properly marked, contents clearly identified, posted and with proper fire protection.
- 4.5.7 Fuel tanks over 500 gallons will be diked, grounded, and protected from contact by vehicles on all sides. Proper identification of tanks and access for measurement will be maintained.
- 4.6 Tools – Hand and Power:
 - 4.6.1 All hand and power tools and equipment shall be maintained in a safe condition. The Project Manager shall be responsible for the condition of all tools or equipment used by employees/inmates.
 - 4.6.2 Power operated tools that are designed to accommodate guards shall be equipped with such guards while in use.
 - 4.6.3 Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating or moving parts of such equipment or tools shall be guarded if such parts are exposed to contact.
 - 4.6.4 Wrenches shall not be used when the jaws are sprung or worn to the point that slippage occurs.
 - 4.6.5 Impact tool such as wedges and chisels shall be kept free of mushroomed heads.
 - 4.6.6 Wooden handles of tool shall be kept free of splinters and cracks and shall be kept tight in the tool.
 - 4.6.7 All hand-held powered drills, fastener drivers, grinders with wheels greater than 2-inches in diameter, disc sanders, belt sanders, reciprocating saws, saber saws and similar operating power tools shall be equipped with a momentary contact off-on control and may have a lock-on control provided that turn off can be accomplished with a single motion of the same finger or fingers that turn it on.
 - 4.6.8 All other hand-held powered tools such as circular saws, chain saws, and percussion tools with positive accessory holding means, shall be equipped with a constant pressure switch that will shut off power when the pressure is released.
 - 4.6.9 The use of electrical cords for hoisting or lowering tools shall not be permitted.

**STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN**

**Attachment #2
ADCRR Contract No. 21-135-26**

- 4.6.10 Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected. Each section of supply hose to pneumatic tool shall also be secured by some positive means to prevent accidental disconnection.
- 4.6.11 Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.
- 4.6.12 Pneumatic hoses shall not be used as a means of hoisting or lowering tools.
- 4.6.13 Only employees/inmates who have been trained in the operation of the particular tool in use shall be allowed to operate a power-actuated tool.
- 4.6.14 Power-actuated tools shall be tested each day before loading to see that safety devices are in proper working condition. The testing shall be done in accordance with the manufacturer's recommended pressure.
- 4.7 Earth Moving Equipment:
 - 4.7.1 Operators will receive instructions on proper mounting and dismounting of equipment.
 - 4.7.2 Operators shall wear seat belts while vehicle is in motion.
 - 4.7.3 Equipment shall be in safe operating condition and inspected daily for proper braking and hydraulic systems and tires.
 - 4.7.4 Dozer, loader, scraper, backhoe buckets, glades and pans will be grounded before the operator dismounts.
 - 4.7.5 Prior to mounting any equipment, the operator will visually inspect the area not visible from the operator's station.
 - 4.7.6 Equipment will have audible warning devices in good working order.

LETTER OF INSTRUCTION
REQUEST FOR AUTHORIZATION

UTILIZING INMATE WORKERS FOR OPERATION OF OFF-ROAD MOBILE EQUIPMENT

Inmate Work Contracts between the Department and the Contractor provide authorization for assigned inmate workers to operate off-road mobile equipment under certain conditions. This Letter of Instruction provides the procedure for obtaining approval to utilize inmate workers on Contractor's off-road mobile equipment.

- 1 The Contractor shall provide written notice advising of the need to utilize inmate workers to operate specific off-road mobile equipment. The request shall include the following information:
 - 1.1 A complete list describing the type(s) of off-road mobile equipment to be operated;
 - 1.2 Identification of specific training inmates will receive for each type of off-road mobile equipment; and
 - 1.3 A list of inmates, to include the inmate's Department identification number, for whom approval is being requested. The list **shall** reflect the type(s) of mobile equipment to be operated, specific to each inmate worker.
- 2 The Department shall acknowledge the Contractor's request and, after coordinating with institution officials, notify the Contractor in writing of those inmates approved to be trained to operate off-road mobile equipment. The Contractor **shall not** proceed with training until written notice of authorization is received from the Department.
- 3 Once approval to proceed with training is received, the Contractor shall provide safety and operational training to approved inmates for each type of specified off-road mobile equipment. The manufacturer's supplied training materials and/or materials developed in accordance with Occupational Safety and Health Act (OSHA) guidelines, for each specific type of mobile equipment, should meet the training requirements for each inmate operator. Copies of training materials shall be provided to the Department for record keeping purposes.
- 4 Once training is complete, the Contractor shall furnish documentary evidence of satisfactory completion of training for each inmate. The documentation shall include the inmate's certification by signature that he/she understands the operation and safety issues of each type of mobile equipment he/she has been trained to operate.
- 5 Following review of training documents provided by the Contractor, and/or designee, the Department shall furnish the Contractor with notification of approval for individual inmates. Contractor shall maintain records of training and authorization for all inmate workers as long as they are engaged in this inmate work program.
- 6 The Contractor shall acquire and maintain applicable insurance in compliance with State requirements.

**CONTRACTOR
INMATE WORK PROGRAMS**

**Attachment #5
ADCRR Contract No. 21-135-26**

ARIZONA STATE PRISON COMPLEX – WINSLOW/APACHE

Page ____ of ____

DAILY TIME SHEET

DATE: _____

Town of Springerville /LOCATION: _____

Inmate Name & ADCRR #	Time Arrived	Time Departed	Total Hours	Lunch Break/ Other Adjustments	Adjusted Total Hours	Signature

APPROVAL SIGNATURES:

Town of Springerville Date

Correctional Officer Date

Electronic facsimile of this form is permitted.

Copy to Institution Providing Labor
ASPC–Winslow/Apache
Attention: Business Manager
2100 South Highway 87
Winslow, Arizona 86047

**CONTRACTOR
INMATE WORK PROGRAMS**

**Attachment #5
ADCRR Contract No. 21-135-26**

**ARIZONA STATE PRISON COMPLEX – WINSLOW/APACHE
INMATE PAYROLL SUMMARY**

Page ____ of ____

PAY PERIOD: ____ / ____ / ____ TO ____ / ____ / ____

Town of Springerville /LOCATION: _____

ADCRR #	Name	Hourly Wage Rate	Regular Hours Worked	Overtime Hours Worked	Total Hours Worked	Total Wages	Remarks

Completed By: _____
Town of Springerville

Electronic facsimile of this form is permitted.

Copy to Institution Providing Labor
ASPC–Winslow/Apache
Attention: Business Manager
2100 South Highway 87
Winslow, Arizona 86047

**CONTRACTOR
AUTHORIZED WORK LOCATION**

**Attachment #6
ADC Contract No. 21-135-26**

Work Hours	Monday through Thursday (Approximate Hours) 6:00am to 4:00pm		
	Location	Preferred Number of Inmates	Supervision
40	418 East Main St Springerville, AZ 85938 (Various locations within Town of Springerville)	10-12	Contractor