



TOWN COUNCIL REGULAR MEETING

Wednesday, March 17, 2021 at 6:00 pm

Attendees: Staff: Interim Town Manager/ Finance Director- Heidi Wink, Town Clerk- Kelsi Miller, Public Works Director- Tim Rasmussen, Robin Aguero- Community Services Director, Chief of Police- Dayson Merrill, Police Assistant- Dennis Gilliam, Animal Control- Shane Phillips, Officers - James Kemp, Quintin McCue, Daniel Walker, Braydon Wiltbank

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

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

TOWN COUNCIL MEETING: 6:00 P.M.

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE:

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

5. CONSENT ITEMS:

- a. **Consider approval of the February 17, 2021 Regular Town Council minutes.**
- b. **Consider approval of the March 8, 2021 Special Town Council minutes.**
- c. **Consider ratification and approval of accounts payable register from 2/10/21 to 3/07/21.**

6. PRESENTATION:

Annual update presentation from the Round Valley Boys and Girls Club.

7. PUBLIC HEARING:

Discussion and possible action to enter into a public hearing regarding traffic fees.

OLD BUSINESS

NEW BUSINESS

8. APPOINTMENT OF INTERIM PLANNING AND ZONING ADMIN:

Discussion and possible action to appoint Tim Rasmussen as the Interim Planning and Zoning Administrator.

9. 5310 GRANT AGREEMENT:

Discussion and possible action on the grant agreement regarding applying for the ADOT 5310 Community Services grant to purchase an ADA mini-van.

10. TOURISM TAX COMMITTEE RECOMMENDATION:

Discussion and possible action regarding a tourism tax donation to Chrome in the Dome.

11. BUDGET ADJUSTMENTS:

- a. **Consider approval of the proposed general fund grant match/admin transfer of \$32,000 as presented.**
- b. **Consider approval of the proposed general fund grant match/ building department capital expenditures transfer of \$125,000 as presented.**
- c. **Consider approval of the proposed general fund general government contingency/ Mayor & Council transfer of \$65,000 as presented.**

12. 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.

Contact: Kelsi Miller, Town Clerk (kmiller@springervilleaz.gov (928) 333-2656 x 224) | Agenda published on 03/11/2021 at 4:03 PM



Town Council Agenda Staff Report

March 1, 2021

AIRPORT MANAGER'S REPORT

1. Recent Fuel Sales

- a. February 2021: \$16,395.23 (5,104.00 gallons ↑ 28% over February 2020)

2. Recent Traffic Operations

- a. February 2021
 - 260 Total** (↑ 10% over February 2020 (237 total))
 - 0 Local, 116 Itinerant, 140 Air Taxi, 4 Military**
 - 256 GA, 4 Military**
 - 102 Medevac**
 - 69% Business Related**
 - 37% Based / 63% Transient**
 - 54 Fuel Purchases**

3. ACIP Projects:

Runway 3/21 Reconstruction: The design is in progress as well as the CatEx for the construction. This project covers the portion of Runway 3/21 at the intersection of Runway 11/29 as well as the removal of the current Taxiway A3, which is serving no real purpose, and installation of a new A3 adjacent to the terminal parking apron.

APMS Runway 3/21 Overlay: The overlay project funded through a State/Local grant is underway. The contract has been executed and the Town's grant match of 10% has been submitted to ADOT. The engineer and the surveyor have already made one site visit each. The engineer expects construction to begin in the spring. This project covers the portions of Runway 3/21 which were not reconstructed in 2013, but excludes the portion at the intersection of Runway 11/29.

4. Comments

Our current based aircraft count is 10.

JTJ Holdings hangar structure has been erected and enclosed, except for the door. They continue to work on the interior.

The South Hangar gate has been delivered and should be installed within the next couple of weeks.

I will be out for vacation from March 17 through March 23.



Town Council Agenda Staff Report

3-2021

Mayor & Council Report for Community Development

Multiple Building Permits issued.

Multiple Building Inspections.

Planning and Zoning is currently working on,

- Combination on airport properties
- Re-zoning the airport property

Implemented a program/ software for Community Development and Code Enforcement. IWorQ.

Updated Arizona Department Housing monthly reports.

Valuations reported to the Apache County Assessors.

Cleaning up and closing out all old building permits.

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

Calls/ e-mails about marijuana dispensaries and cultivation, town code, and land that fits in the correct zoning. AZDHS Adult of Marijuana Zoning Compliance Letters.



Town Council Agenda Staff Report

COMMUNITY SERVICES DEPARTMENT REPORT March, 2021

SENIOR SERVICES:

Our Senior Social Hour began on March 4th and we were excited to see several seniors participate. Everyone entered the building and were offered a mask if they didn't have one and encouraged to wash their hands. We also had hand sanitizer set out for their use. When everyone first came in, they wore their masks while they visited but felt that they were far enough apart to take them off so they could hear each other better. A few men played pool and other games were available but the remainder of the group chose to sit and visit. They expressed how much they have missed getting together and are anxious to be able to come in for meals again soon. I'm hoping that the Spring brings good news for the COVID crisis so we can give our seniors something to look forward to as they have truly missed the social interaction they receive from coming to the center.





Town Council Agenda Staff Report

On February 17th we began a collaborative partnership with the U of A Cooperative Extension to begin a **SILVER FIT** class for seniors which takes place every Wednesday. We have had a consistent group of three people now for three weeks and are expecting a few others to join as the word gets out. The instructor, Holly, also attended our social hour in order to introduce herself and invite others to join. We have additional plans with the U of A which include gardening and Nutrition classes, which should begin this Spring.



On March 1st, we welcomed back three senior workers through our senior employment services program with AARP. They had been restricted from working since June, 2020 due to COVID so they were thrilled to be back and we are grateful to have them back and contributing to the daily work load at the center.

TRANSPORTATION:

On March 1st Brian Carpenter went from being a volunteer transportation driver, to our Senior Transportation driver, as an employee for our department. We offer transportation throughout the community Monday – Thursday for seniors and offer one trip to Show Low on the last Friday of each month. We average approximately 75 units/month.

LOW INCOME ASSISTANCE SERVICES:

In last month's report I shared some numbers with you to show the amount of assistance provided to Eagar and Springerville residents for rental and utility assistance, which I feel was great information and eye opening for sure. I plan to report those numbers to you on a quarterly basis so that you have a clearer picture of not only the need in our community but the impact we are making as the Community Services Department.



Town Council Agenda Staff Report

February – Community Assistance and Senior Services:

Senior Services		Low Income Assistance Services	
Congregate Meals	389	Food Commodity Box (households)	391
Home Delivered Meals	240	Rental Assistance	10
Long Term Care Meals	63	Adult Diapers	1
Indigent Meals	99	Fuel Cards	2
Total Meals Served	791	Emergency Water	2
Senior Food Boxes	123		
Pet Food Bags Delivered	2		
Transportation Units	73		
Volunteer Hours	214		

SUCSESSES:

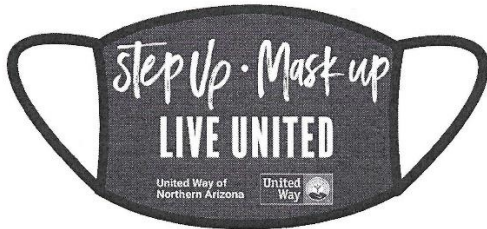
A client who is 82, and lives in a small camp trailer with no running water or electricity reached out to us this month. His only income is a \$427/month, Social Security check. He does not have a vehicle nor does he receive food stamps. He is completely at the mercy of his neighbor who lives ½ mile away. His neighbor takes him to the store every two weeks and gives him a ride to where he can shower and wash his clothes. He is a very pleasant man who is somewhat hard of hearing and all he has asked of us, is to help him get firewood to keep warm and to heat water when needed. We are so happy that we are able to assist him with his request.

Following an interview with the United Way we were featured in their March journal bit. (attached)

Respectfully Submitted,
Robin Aguero



Town Council Agenda Staff Report



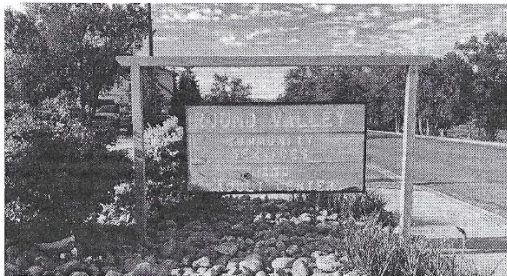
Partner Update: Round Valley Community Center

Hello,

Seniors in Springerville, Eagar and surrounding towns have missed visiting the **Round Valley Community Services and Adult Center** since it stopped hosting lunchtime meals and in-person programs last year due to the pandemic.

In fact, Community Services Director Robin Aguero says she gets calls every week from seniors asking when they can come back.

That long wait might be over soon, as the center - a partner agency of UWNA - works to slowly reopen in-person programs.



The center just began offering "Silver Fitness" classes on Wednesday mornings, with masks and social distancing required. Meanwhile, there are plans to host some socially-distanced morning coffee klatches. Limited to an hour with no more than 5 seniors per room, the Thursday morning events will allow seniors to begin to enjoy each others company again.

"I'm excited to get people back here," said Aguero. "We have to start at some point, but we're going to be very cautious."

During the past year, Round Valley has converted its in-person meals program to at-home meals delivered by volunteers. This was in addition to the center's existing Meals-on-Wheels program. Between the two programs, about 40 meals are delivered daily.

Senior meals and programs are only part of the services provided by Round Valley.

The communities around the center experience a high level of poverty, a situation that has only been exasperated by the pandemic. The center provides rental and utility assistance and appliance repair and replacement for qualifying families. In addition, there is a food bank which distributes 125 boxes of food each week and serves almost 500 families every month.

While Round Valley has enough people to help with its senior programs, it is looking for food bank volunteers. For more information on how to volunteer, call (928) 333-2516.

DOOR TO DOOR TRANSPORTATION SERVICES FOR SENIORS

Local Transportation available throughout
Springerville and Eagar

Monday - Thursday
8:00 am - 2:00 pm

\$2.50 One - Way Donation Request
\$5.00 Round Trip Donation Request

Transportation available to
Show Low on the last Friday of each
month.



\$15 Charge for Round Trip or
Bus Pass required.

Free or Donation only for qualifying
individuals

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



Town Council Agenda Staff Report

Report for February 2021

Springerville Heritage Center & Casa Malpais Archaeological Park

- Visitor count in February for the Heritage Center was estimated to be approximately 48 visitors. Our winter visitor counts continue to be down from the average, as a result of less overall travel by tourists due to COVID-19.
- The Heritage Center remains open during the winter months, however with reduced staffing and a few possible short-term closures.
- The Heritage Center/Casa staff took a trip over to the Casa Malpais site together to review the hiking trail conditions ahead of the tour season start-up in March.
- Susan attended the following webinars via Zoom during February:
 - Arizona Office of Tourism: Tourism Industry Strategic Recovery Plan
 - Archaeology Society Zoom Presentation: Mogollon Archaeology
- The Winter Art Sale at the Heritage Center continues through mid-March, featuring 30% off on local consignment art items.



Town Council Agenda Staff Report

Springerville Police Department Agenda Items and staff report

1. Springerville Police Department 2021 Stats

	January	February	Total
Calls for service:	158	179	337
Self-initiated Calls	59	42	101
Citizen:	15	16	31
Agency Assist:	60	74	134
Speed citations:	11	21	25
Nonmoving	4	0	4
Crim Speed:	1	0	1
Total traffic citations:	16	21	37
Verb warning:	24	9	52
Written Warning:	19	14	46
DUI	0	0	0
Felony Cases	8	16	24
Misdemeanor	21	12	33
DV	13	14	27
Arrests	11	8	19

2. Recruit Kevin Davis and Recruit Ronnie Beard are doing well in the academy. We receive weekly updates from the academy director who informs booth recruit Ronnie and Kevin are performing above average.
3. We have been approved and waiting for a final contract from the Governor's Office of Highway Safety for a grant in the amount of \$84,382.50. With these funds, we will be

granted a new vehicle, radar, PBT equipment and overtime pay for officers to include training.

4. Officer Daniel Walker is progressing well as he stars his second week on Field Training.
5. We are working on the 2022 Governor's Office of Highway Safety Grant scheduled to be submitted by March 12th.
6. We are working on a Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant. With help from the Apache County Attorney's Office the Springerville Police Department will participate jointly with the St. Johns Police Department and the Eagar Police Department's community enforcement team that will focus on illegal drug, gang and violent crimes in the three jurisdictions. We are excited to work together to improve our communities and build partnerships that will benefit our town and its citizens.



Town Council Agenda Staff Report

Springerville Police Department Agenda Items and staff report

1. Springerville Police Department Stats

	December 2020	January 2021	Total
Calls for service:	94	158	252
Self-initiated Calls	83	59	142
Citizen:	5	15	20
Agency Assist:	43	60	103
Speed citations:	14	11	25
Nonmoving	3	4	7
Crim Speed:	0	1	1
Total traffic citations:	17	16	33
Verb warning:	28	24	52
Written Warning:	27	19	46
DUI	0	0	0
Felony Cases	8	8	16
Misdemeanor	21	21	42
DV	12	13	25
Arrests	5	11	16

2. Recruit Kevin Davis and Recruit Ronnie Beard are doing well in the academy.
3. We have been approved and waiting for a final contract from the Governor's Office of Highway Safety for a grant in the amount of \$84,382.50. With these funds, we will be granted a new vehicle, radar, PBT equipment and overtime pay for officers to include training.
4. Office David Gregory will be retiring on February 27, 2021
5. Officer Daniel Walker will be starting with the Springerville on Monday March 1st.



Town Council Agenda Staff Report

3-2021

Mayor & Council Report for Public Works

Projects Completed in February 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
- Working on Hooper Ranch Road, new material

Projects Working On

- Town Hall roof
- WIFA- Water projects
- WIFA- Sewer Projects
- HURF- Road Paving Projects Merrill & Sheldon
- CDBG/ ADA- Park and Town Hall
- 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)
- Public safety building- sewer line
- Town Hall roof repairs
- WWTP- New tile in the building
- Painting the Senior Center

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Heidi Wink, Interim Town Manager
DATE: 3/17/2021
SUBJECT: Consent Item(s)

SUGGESTED MOTIONS:

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

OR

I move we table the consent items until next meeting.

STAFF REPORT

Please see attached documentation.



TOWN COUNCIL REGULAR MEETING

Minutes

Wednesday, February 17, 2021 at 6:00 pm

Attendees: STAFF PRESENT: Heidi Wink- Interim Town Manager/
Finance Director, Kelsi Miller - Town Clerk, Dayson Merrill- Chief
of Police, James Kempt- Police Sergeant, Robert Pena Jr. - Fire
Chief

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

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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:
Council Llamas - Present, Vice-Mayor MacKenzie - Present, Mayor Hanson - Present,
Councilor Davis- Present, Councilor Reidhead - Present
A quorum is present.

3. PUBLIC PARTICIPATION:

Minutes:

Terry Shove of Springerville addressed the Council and public. She updated that Little

League basketball season is half over. It has been a great season with about 150 kids from Round Valley and about 60 kids from St. Johns. High School basketball will be over next week, they will have 4 games. There are also wrestling matches. The public may come to the games next week. She is helping with an activity for the eighth graders. She will take about 40 students to the district office to do a virtual tour of ASU. Then they will go around to a variety of local businesses to see what it is like to work in that industry including the Springerville Police Department, Springerville Fire Department, and a number of other businesses. They will finish the day at the Udall Room for a College 101 seminar.

Brian Carpenter a Commissioner on Planning and Zoning as well as a volunteer at the Senior Center addressed the Council and public. He reported Sharon has retired and enjoying retirement. They are excited to have Robin as the new director. They are starting the process of opening the Senior Center. Starting next month, they will be open for Senior Hour on Tuesdays from 8:00 to 9:30 am. Some of the Title Five workers will return next month. Transportation Services are still staying busy taking seniors to the stores, doctor appointments and once a month trips to Show Low. Planning and Zoning will be having their internal election at the next meeting. He thanked Terry Shove for helping with rehoming a dog after the owner passed away, he thanked all the Springerville departments for all they are doing through these difficult times. Terri Candelaria the owner of Springerville Smoke on Main Street addressed the Council and public. She said they own a couple of homes in Springerville and her son and grandson are full time residence here. She appreciates the opportunity to speak tonight, she wants to specifically address adult use marijuana. As a local business member, she is invested in being part of this economic growth in down town revitalization. They want young people to be able to stay in this town, make a living, and be able to raise their families here. She stated there are two recreational marijuana permits available for Apache County in a lottery that ends March 9. The Springerville Zoning Ordinances only address medical marijuana. They exclude business orders from applying for the permit. She is requesting Zoning Ordinances be reviewed and changed to include adult use marijuana and make it possible for business owners on main street be able to use their properties for such business. She feels marijuana is now legal, it is generating economic growth in communities across the state. She went over the dollar sales and tax amounts of medical marijuana in Arizona in 2020, and anticipated growth in sales for 2021. She feels Springerville could do a million dollars in taxes with a 16% consumer excise tax. The retail sale of marijuana is consistent with the 2015-2025 Springerville General Plan. It would increase the tax base, provide jobs, meet public service needs, it could fund many Town needs without impacting the residential taxpayer. She is asking the Town to make the Zoning changes quickly and not let this opportunity expire.

Larry Hill a 13-year resident of the area address the Council and public. He is very active at the Airport. There has been an issue with a public use restroom at the Springerville Airport. He wanted to thank Sean the Airport Manager for working with him and getting with Heidi the Interim Town Manager in helping resolve the problem

that has been ongoing for many years. The problem is well solved and he is pleased. Joseph Jarvis addressed the Council and public. He said his reasoning for being present tonight is to push back on inaccurate statements that have been circulated by members of the community. He read a script from the Book of Exodus. He believes one of more individuals are borne false witness against him and continue to do so. He calls on them to stop now. He said they will be caught in lies and he is preparing his legal recourse against them. He calls on everyone to not spread inaccuracies. He explained inaccurate statements ruins trust. Without trust it will cause struggles in meeting objectives. He is obtaining witnesses of community members to confirm a statement that includes he acted in accordance as the Town Manager, he acted in accordance with the direction he received from the Council in public meetings, his actions were completed in a professional manner with integrity, as a result of his leadership many beneficial projects were completed, he spent time strengthening relationships to benefit the town, he strove for open communication, he made decisions after discussing them with the management team, and he responded to the public quickly and provided them the information. He feels his success is a result of his hard work and the assistance of heavenly father. He worked with a great team including Council, the management team, and the frontline staff. Since April 3, 2019, he has been worried about Springerville's future unless a diverse economy is created. He asks the Council to lead Springerville into a diverse economy. He is here as a resource to help the Town, if he can be of assistance please contact him. He is the best resource to affirm his actions, comments, and intentions. He would not expect anyone to trust him due to the position he held and religion. He explained when he researched a topic, he would learn about it from multiple sources and expects fellow community members to do so also. He asked if the Council has any questions for him? Council did not have any questions. His final comment was that he intended to put an item on the agenda regarding the roof for Town Hall and the Museum. He sees that has been removed. He hopes it will be on a future agenda quickly.

Kay Dyson thanked the Council for allowing this public participation. She said on January 20th she presented Council with a moratorium petition that was handed to each Council member due to the fact that public participation was not allowed. She is here to update Council. She said she appreciates Heidi and Tim for supplying her with the AZ Department of Water Resources analysis of water conditions in our LCR. She said from what she can tell it is not looking good. That along with the Forest Services information on the drought monitoring. She feels it is not a good outlook here for water. Three issues were addressed on the moratorium, 66 people signed that petition all over the town. The first issue was legal issues regarding conflicts regarding the Mayor and Councilor Llamas voting on items and employment with WMF, zoning ordinances being ignored specifically regarding distances of homes, posting notices, and FAA land. It looks like phase 2 isn't happening. How will this affect WMF? Unless we help find them another location. Resource and environmental issues have not been resolved. She is still very concerned about water. Groundwater analysis is where we need to focus. She feels there has been a breach of faith. She is here to ask for the

resignation of Mayor Hanson and Councilman Llamas. She read the Oath of Office that the Councilmembers took. She feels they did not support the laws, bear true faith and allegiance, and faithfully and impartially discharge the duties of Mayor and Council. There was no neighborhood meeting, but there was a public meeting. She suggests they step up and step down and allow the other people to appoint people that will faithfully and impartially discharge their duties.

Kelsi Miller read a letter submitted for Public Participation from Vipul Shah. Vipul expressed he is a stakeholder in the future of Springerville as an investor. His objectives are community development and preventing money from flowing out of our area. He encourages and supports retail sales of recreational marijuana in Springerville. He feels it would improve tourism. He explained how increases in tourism will stimulate other areas of our town. He commented on the location and zoning regulations and his suggestion of changing distances to 100' instead of 200'. He explained how this will trigger wide ranges of economic growth through a larger tax base. In closing he thanked the Council for an opportunity to be heard.

4. COUNCIL, MANAGER AND STAFF REPORTS:

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

Minutes:

Vice-Mayor MacKenzie reported he had a Blue Hills meeting on Tuesday, They are purchasing the land they have been on in Eagar. The owner is ready to sell that property.

Mayor Hanson reported he has resigned from White Mountains Flower, which never started. He reiterated he was never compensated by them and had signed a letter of intent to work for them but never actually started.

Councilor Davis reported he attended the Pioneer Irrigation annual meeting. One reservoir is about 2/3 full, another is half full, and River is very low. This is decent considering how little moisture we have had.

b. Staff Reports: Summary Updates

Minutes:

Police Chief Dayson Merrill addressed the Council he thanked them for the support they give to the Police Department. He apologized for not getting a staff report into the packet. It will be added to the March agenda. He updated that the GOHS grant has an extension, meaning funds will be added. A new employee will be starting March 1st. The department is sad to lose an amazing employee who will be retiring on February 28. Mayor Hanson asked if there will be a retirement party. Chief Merrill said the officer does not want a party, but we have a few things for him. Councilor Llamas asked how the cadets in the academy are doing? Chief Merrill said they are doing well, he had an email from the Director received today to read to the Council. The email stated the entire class had passed the physical fitness testing, in fact, as a group they tested higher than they have ever had. Academically they are where they should be.

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

Minutes:

Mayor Hanson welcomed Heidi Wink, he announced for those who do not know Heidi is serving as Interim Town Manager. She reported Mr. Shaffery has submitted a letter of resignation to the Mayor and Council. He plans on retiring. He will help us through the end of April and if we need help finding another attorney he will be more than willing to assist with that. Mayor Hanson asked when will we advertise this? Mrs. Wink said as soon as Council directs staff to, they agreed staff should start advertising. They asked if staff has sent anything out regarding a Town Manager. She reported we have not yet. He asked if she is comfortable with it right now, she said yes. He said he brings it up because the end of the fiscal year is coming up and she will be very busy. Heidi explained we need to put together a job description for the Town Manager before we can advertise.

5. CONSENT ITEMS:

Minutes:

ACTION: Robert MacKenzie/ Shelly Reidhead motioned to approve consent items 5a, 5b, 5c as presented.

DISCUSSION: None

Vote results:

Ayes: 5 / Nays: 0

- a. Consider approval of the January 20, 2021 Regular Town Council minutes.**
- b. Consider approval of the January 26, 2021 Special Council Meeting minutes.**
- c. Consider ratification and approval of accounts payable register from 1/13/2021 through 02/09/2021.**

OLD BUSINESS

6. COVID-19:

Minutes:

DISCUSSION: Councilor Llamas continued to remind everyone to take care of themselves.

NEW BUSINESS

7. PROJECT AWARD FOR CDBG PARK IMPROVEMENTS:

Minutes:

ACTION: Robert MacKenzie/ Shelly Reidhead motioned to award the bid and approve payment to McCauley Construction, Inc. in the amount of \$126,654.00, authorize change order authority to the interim Town Manager for 10% of the bid amount, and authorize the interim Town Manager to execute the necessary documents.

DISCUSSION: None

Vote results:

Ayes: 5 / Nays: 0

8. RESOLUTION 2021-R005: LEASE PURCHASE AGREEMENT:

Minutes:

ACTION: Ruben Llamas / Robert MacKenzie move to adopt Resolution 2021-R005, regarding a lease-purchase agreement with Zions Bank for Self-Contained Breathing Apparatus equipment for the fire department.

DISCUSSION: None

Vote results:

Ayes: 4 / Nays: 1

9. ADJOURNMENT:

Minutes:

ACTION: Robert MacKenzie / Shelly Reidhead motioned to adjourn at 6:32 p.m.

DISCUSSION: None

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. 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 SPECIAL MEETING

Minutes

Monday, March 8, 2021 at 5:00 pm

Attendees: Staff: Heidi Wink - Interim Town Manager, Kelsi Miller - Town Clerk, Tim Rasmussen - Public Works Director / Interim Planning and Zoning Admin, Frank Cassidy - Legal Counsel

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

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

TOWN COUNCIL SPECIAL MEETING: 5:00 P.M.

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE:

Minutes:

Mayor Hanson called the meeting to order at 5:00 p.m.
Tim Rasmussen led the pledge of allegiance.

2. ROLL CALL:

Minutes:

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

3. COUNCIL, MANAGER AND STAFF REPORTS:

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

Minutes:

Mayor Hanson reported he attended a Zoom NACOG meeting.
Councilor Davis reported he attended a PSPRS meeting. They approved the new

hire of Officer Daniel Walker and the retirement of Sergeant David Gregory.

b. Staff Reports: Summary Updates

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

OLD BUSINESS

NEW BUSINESS

4. 809 WEST AIRPORT ROAD SETTLEMENT:

Minutes:

Councilor Llamas announced he will be recusing himself from items 4a, 4b, 5a, and 5b. He left the meeting at 5:03 p.m.

a. Executive Session

Minutes:

ACTION: Richard Davis / Robert MacKenzie motioned to enter Executive Session.

DISCUSSION: Frank Cassidy the Towns secondary Legal Council, let Council know there is another Executive Session item on the agenda for tonight. He asked if Council would like to motion to discuss both items in this Executive Session to be more efficient instead of having to come back out then go back in.

ACTION AMENDED MOTION: Richard Davis/ Shelly Reidhead motioned to enter Executive Session for items 4 and 5.

Ayes: 4

Nays: 0

Entered Executive Session at 5:03 p.m.

ACTION: Robert MacKenzie/ Shelly Reidhead motioned to enter regular session at 6:35 p.m.

Ayes: 4

Nays: 0

b. Direction / Action

Minutes:

DISCUSSION: Mr. Cassidy explained we have been sent a letter from the Leflers regarding 809 W. Airport Road dated February 25, 2021. He gave staffs recommendation.

ACTION: Robert MacKenzie / Shelly Reidhead motioned to authorize the Interim Town Manager to proceed with completing the settlement as proposed in the Leflers letter and to authorize the Interim Town Manager to formalize it in an agreement approved by the Town Attorney.

Vote results:

Ayes: 4 / Nays: 0

5. WHITE MOUNTAINS FLOWER:

a. Executive Session

b. Direction / Action

Minutes:

DISCUSSION: Mr. Cassidy gave his recommendation.

ACTION: Robert Mackenzie/ Shelly Reidhead motioned authorizing staff to proceed consistent with the general discussion that occurred in Executive Session to include trying to work with White Mountains Flower, to include hiring an attorney familiar with FAA rules to do the Towns best to eliminate FAA restrictions from Town properties, to include hiring an outside building code firm that will review what is happening on the property and to assist Town staff in enforcing building code issues, and to include directing Town staff for any construction staff believes requires a building permit according to staffs determination to include the authorization for Town staff to issue a cease and desist order for those constructions, but not to include the greenhouses.

Vote results:

Ayes: 4 / Nays: 0

6. ADJOURNMENT:

Minutes:

ACTION: Shelly Reidhead/ Richard Davis motioned to adjourn at 6:40 p.m.

DISCUSSION: None

Vote results:

Ayes: 4 / 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. 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 OF SPRINGERVILLE

"GATEWAY TO THE WHITE MOUNTAINS"

Council Meeting March 17, 2001

Check Register

02/10/21 thru 03/07/21 Accounts Payable Expenses	\$188,552.46
Pay Period End 02/13/21 & 02/27/21	\$270,231.93
Total Expensed Dollar Amount for Consent Agenda	\$458,784.39
Total Revenue Received 02/10/21 thru 03/07/21	\$286,381.29

Balances on all cash accounts as of March 7, 2021

Checking Account	\$5,054,027.03
LGIP Savings	\$3,031,032.62

Report Criteria:

Report type: GL detail

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
02/10/2021	97818	Albertsons / Safeway	Red peppers, dressing, spring mix, garlic, cabbage, parsley, oranges,	12.63	19-255-5060
02/10/2021	97818	Albertsons / Safeway	cucumbers, bananas	53.43	19-255-5060
02/10/2021	97819	Apache Co Board of Supervisor	Monthly Payment	3,356.25	01-110-5056
02/10/2021	97820	Ascent Aviation Group, Inc.	100LL fuel purchase	25,962.96	04-180-5091
02/10/2021	97820	Ascent Aviation Group, Inc.	wing points	11.03	04-180-5027
02/10/2021	97821	AZ Dept of Revenue	Sales Tax Payable	10.00	16-240-5025
02/10/2021	97822	Brown & Brown Law Offices	water adjudication	4,617.33	10-210-5033
02/10/2021	97823	LN Curtis	Ready Rack Hangers-25	1,582.23	01-140-5071
02/10/2021	97824	Napa Auto Parts	wiper-blades/motor tune-up	39.79	03-175-5024
02/10/2021	97824	Napa Auto Parts	Filters, oil	305.87	02-170-5061
02/10/2021	97824	Napa Auto Parts	oil/filters	58.22	03-175-5024
02/10/2021	97824	Napa Auto Parts	oil/filters	84.43	03-175-5024
02/10/2021	97824	Napa Auto Parts	oil filter/oil	6.59	03-175-5024
02/10/2021	97824	Napa Auto Parts	windshield washer fluid	21.34	02-170-5028
02/10/2021	97824	Napa Auto Parts	oil filter/oil	78.42	11-215-5024
02/10/2021	97824	Napa Auto Parts	oil/filter	62.75	01-130-5024
02/10/2021	97824	Napa Auto Parts	Booster cable	109.09	02-170-5024
02/10/2021	97824	Napa Auto Parts	oil filter/oil	20.48	02-170-5024
02/10/2021	97825	Quill	tape, pencils, push pins, clips, pens, ink	461.32	01-140-5009
02/10/2021	97826	RAGHT	Feb Prem	5,978.43	01-000-2020
02/10/2021	97826	RAGHT	Feb Prem	1,667.68	01-115-5004
02/10/2021	97826	RAGHT	Feb Prem	1,982.05	01-120-5004
02/10/2021	97826	RAGHT	Feb Prem	387.78	01-125-5004
02/10/2021	97826	RAGHT	Feb Prem	12,652.05	01-130-5004
02/10/2021	97826	RAGHT	Feb Prem	1,229.57	01-135-5004
02/10/2021	97826	RAGHT	Feb Prem	1,675.04	01-140-5004
02/10/2021	97826	RAGHT	Feb Prem	507.77	01-145-5004
02/10/2021	97826	RAGHT	Feb Prem	681.27	01-150-5004
02/10/2021	97826	RAGHT	Feb Prem	502.52	01-155-5004
02/10/2021	97826	RAGHT	Feb Prem	990.35	01-160-5004
02/10/2021	97826	RAGHT	Feb Prem	4,197.01	02-170-5004
02/10/2021	97826	RAGHT	Feb Prem	1,233.82	03-175-5004
02/10/2021	97826	RAGHT	Feb Prem	1,233.82	04-180-5004
02/10/2021	97826	RAGHT	Feb Prem	3,453.49	10-210-5004
02/10/2021	97826	RAGHT	Feb Prem	2,575.30	11-215-5004
02/10/2021	97827	Shamrock Foods Co	Bean, biscuit mix, cornbread mix	738.64	16-240-5060
02/10/2021	97827	Shamrock Foods Co	foil containers	65.64	16-240-5089
02/10/2021	97828	Sierra Propane	Propane	260.26	01-115-5022
02/10/2021	97828	Sierra Propane	Propane	156.16	01-120-5022

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
02/10/2021	97828	Sierra Propane	Propane	104.10	01-125-5022
02/10/2021	97828	Sierra Propane	Propane	399.18	01-130-5022
02/10/2021	97828	Sierra Propane	Propane	273.04	01-135-5022
02/10/2021	97828	Sierra Propane	Propane	1,264.10	01-140-5022
02/10/2021	97828	Sierra Propane	Propane	520.51	01-150-5022
02/10/2021	97828	Sierra Propane	Propane	91.09	01-155-5022
02/10/2021	97828	Sierra Propane	Propane	91.09	01-160-5022
02/10/2021	97828	Sierra Propane	Propane	136.64	02-170-5022
02/10/2021	97828	Sierra Propane	Propane	276.01	04-180-5022
02/10/2021	97828	Sierra Propane	Propane	68.32	10-210-5022
02/10/2021	97828	Sierra Propane	Propane	68.32	11-215-5022
02/10/2021	97828	Sierra Propane	Propane	324.99	16-240-5022
02/10/2021	97829	Sunstate Technology Group	Rewire of town hall & police department	8,322.49	01-145-5062
02/10/2021	97830	Timothy B. Shaffery Law Office	legal fee Jan 2021	3,078.00	01-106-5138
02/10/2021	97831	Daniel Muth	515 Thunderbird-Mluth	41.13	10-000-2025
02/10/2021	97832	Valley Imaging Solutions	Lanier Print Cart	28.75	16-240-5061
02/10/2021	97833	Verizon Wireless	Jan Cell Phone	48.88	04-180-5016
02/10/2021	97833	Verizon Wireless	Jan Cell Phone	28.34	10-210-5016
02/10/2021	97833	Verizon Wireless	Jan Cell Phone	28.34	11-215-5016
02/10/2021	97833	Verizon Wireless	Jan Cell Phone	38.77	42-365-5016
02/10/2021	97834	Virtower LLC	Monthly Access	400.00	04-180-5025
02/10/2021	97835	Western Drug Co	Sealing tape, decoupage	12.31	02-170-5009
02/10/2021	97835	Western Drug Co	sponge brushes,	5.93	02-170-5073
02/17/2021	97839	Apache Co Treasurer	Jan Docket Fees	13.92	01-000-2011
02/17/2021	97840	Ascent Aviation Group, Inc.	Jet A Fuel	17,682.66	04-180-5090
02/17/2021	97841	Axon Enterprises	3-Taser Cartridges, batteries, camera	1,358.90	01-130-5061
02/17/2021	97842	AZ State Treasurer	citation sucharge Jan 2021	2,203.66	01-000-2011
02/17/2021	97843	Brewer Law Office	Court appointed- Horak, Watkins	120.00	01-106-5055
02/17/2021	97844	Mohave Environmental Lab corp	Monitor well-MWA-Collect, 4 fecal coliform, 4-courier service	250.00	11-215-5123
02/17/2021	97845	Navopache Electric Co-Op	Electricity	514.56	01-115-5021
02/17/2021	97845	Navopache Electric Co-Op	Electricity	27.09	01-120-5021
02/17/2021	97845	Navopache Electric Co-Op	Electricity	18.07	01-125-5021
02/17/2021	97845	Navopache Electric Co-Op	Electricity	321.69	01-130-5021
02/17/2021	97845	Navopache Electric Co-Op	Electricity	61.96	01-135-5021
02/17/2021	97845	Navopache Electric Co-Op	Electricity	234.09	01-140-5021
02/17/2021	97845	Navopache Electric Co-Op	Electricity	405.48	01-150-5021
02/17/2021	97845	Navopache Electric Co-Op	Electricity	162.84	01-155-5021
02/17/2021	97845	Navopache Electric Co-Op	Electricity	725.46	01-160-5021
02/17/2021	97845	Navopache Electric Co-Op	Electricity	2,914.03	02-170-5021
02/17/2021	97845	Navopache Electric Co-Op	Electricity	1,942.17	04-180-5021
02/17/2021	97845	Navopache Electric Co-Op	Electricity	3,589.01	10-210-5021
02/17/2021	97845	Navopache Electric Co-Op	Electricity	2,744.48	11-215-5021

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
02/17/2021	97845	Navpache Electric Co-Op	Electricity	759.58	22-270-5021
02/17/2021	97846	Pinetop-Lakeside Chamber of Commerce	Membership Dues - Heritage Center	120.00	01-160-5025
02/17/2021	97847	United Food Bank	snacks, beverages	31.54	19-255-5060
02/17/2021	97848	WMRMC	Med Clearance-N. Benta	77.25	01-130-5134
02/24/2021	97849	Aflac	Feb UY855	213.18	01-000-2024
02/24/2021	97850	Albertsons / Safeway	flowers, cake, cards-retirement & birthday	67.56	01-115-5030
02/24/2021	97850	Albertsons / Safeway	6-dish soap, kleenex, waters	50.18	01-135-5059
02/24/2021	97851	Compucolor West Inc	Utility Billing Forms	400.38	10-210-5019
02/24/2021	97851	Compucolor West Inc	Utility Billing Forms	400.38	11-215-5019
02/24/2021	97852	Continuous Raingutter Systems	Garage Doors Install/Repair	20,235.00	01-140-5071
02/24/2021	97853	Daniel Walker	Uniform Allowance	600.00	01-130-5008
02/24/2021	97854	Frontier	Telephone	85.78	01-115-5016
02/24/2021	97854	Frontier	Telephone	19.50	01-120-5016
02/24/2021	97854	Frontier	Telephone	19.50	01-125-5016
02/24/2021	97854	Frontier	Telephone	155.98	01-130-5016
02/24/2021	97854	Frontier	Telephone	131.57	01-140-5016
02/24/2021	97854	Frontier	Telephone	19.50	01-150-5016
02/24/2021	97854	Frontier	Telephone	97.68	02-170-5016
02/24/2021	97854	Frontier	Telephone	325.84	04-180-5016
02/24/2021	97854	Frontier	Telephone	38.98	10-210-5016
02/24/2021	97854	Frontier	Telephone	31.20	11-215-5016
02/24/2021	97855	LegalShield	0028900 Feb 2021	59.80	01-000-2019
02/24/2021	97856	LN Curtis	Air Packs	262.91	01-140-5064
02/24/2021	97856	LN Curtis	Turnouts	5,538.00	34-335-5043
02/24/2021	97857	Mohave Environmental Lab corp	Nitrogen, PH/Trihalomethanes/Residual Chlorine	350.00	11-215-5123
02/24/2021	97857	Mohave Environmental Lab corp	Gross Apia/Radium 226 & 228 Isotopic Uranium	415.00	10-210-5123
02/24/2021	97858	NBA Bank Card Center	Aimedcare Network	1,030.00	01-000-2023
02/24/2021	97858	NBA Bank Card Center	Sling TV	60.00	04-180-5025
02/24/2021	97858	NBA Bank Card Center	Quill-keyboard, mouse pad, dymo label writer, thermal laminator, po	247.35	16-240-5064
02/24/2021	97858	NBA Bank Card Center	22 year recognition D. Gregory	61.95	01-115-5057
02/24/2021	97858	NBA Bank Card Center	S-200 Training Course	745.88	01-140-5017
02/24/2021	97858	NBA Bank Card Center	Booga Reds-Year Beginning Party	297.84	01-105-5020
02/24/2021	97858	NBA Bank Card Center	Amazon-Christmas party	86.18	01-105-5020
02/24/2021	97858	NBA Bank Card Center	USPS-Gun shipment	19.75	01-130-5010
02/24/2021	97858	NBA Bank Card Center	Bashas-lunch items for Casa team	26.67	01-150-5060
02/24/2021	97858	NBA Bank Card Center	work gloves	45.68	01-145-5978
02/24/2021	97858	NBA Bank Card Center	work gloves	45.68	01-160-5978
02/24/2021	97858	NBA Bank Card Center	work gloves	45.69	02-170-5978
02/24/2021	97858	NBA Bank Card Center	work gloves	45.69	11-215-5978
02/24/2021	97858	NBA Bank Card Center	work gloves	45.69	10-210-5978
02/24/2021	97858	NBA Bank Card Center	radio replacement batteries	49.90	01-145-5061
02/24/2021	97858	NBA Bank Card Center	radio replacement batteries	49.90	01-160-5061

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
02/24/2021	97858	NBA Bank Card Center	radio replacement batteries	49.91	02-170-5061
02/24/2021	97858	NBA Bank Card Center	radio replacement batteries	49.91	11-215-5061
02/24/2021	97858	NBA Bank Card Center	radio replacement batteries	49.91	10-210-5061
02/24/2021	97858	NBA Bank Card Center	Mailing of Easement Docs	6.40	01-115-5010
02/24/2021	97859	Nolan Udall	Rekey Town Hall	50.00	01-145-5062
02/24/2021	97860	R. Davis Drilling, LLC	Hydro vac east lift station - labor	800.00	11-215-5012
02/24/2021	97861	Town of Eagar	1/2 NPC Electric Feb 2021	109.41	01-115-5048
02/24/2021	97862	Rebekah Wilkinson	water deposit refund	2.16	10-000-2025
02/24/2021	97863	Veritas Polygraphy & Investiga, LLC	Polygraph test-D. Walker	225.00	01-130-5012
03/03/2021	97869	Blue Hills Env Assn Inc.	March Services	22.96	01-115-5018
03/03/2021	97869	Blue Hills Env Assn Inc.	March Services	11.05	01-120-5018
03/03/2021	97869	Blue Hills Env Assn Inc.	March Services	11.05	01-125-5018
03/03/2021	97869	Blue Hills Env Assn Inc.	March Services	11.05	01-130-5018
03/03/2021	97869	Blue Hills Env Assn Inc.	March Services	21.96	01-135-5018
03/03/2021	97869	Blue Hills Env Assn Inc.	March Services	44.96	01-140-5018
03/03/2021	97869	Blue Hills Env Assn Inc.	March Services	22.10	01-150-5018
03/03/2021	97869	Blue Hills Env Assn Inc.	March Services	44.20	01-160-5018
03/03/2021	97869	Blue Hills Env Assn Inc.	March Services	38.25	02-170-5018
03/03/2021	97869	Blue Hills Env Assn Inc.	March Services	44.96	04-180-5018
03/03/2021	97869	Blue Hills Env Assn Inc.	March Services	38.25	10-210-5018
03/03/2021	97869	Blue Hills Env Assn Inc.	March Services	44.96	11-215-5018
03/03/2021	97869	Blue Hills Env Assn Inc.	March Services	44.96	22-270-5018
03/03/2021	97870	Ascent Aviation Group, Inc.	Equipment Rental	350.00	04-180-5023
03/03/2021	97871	Certizona Fire & Safety	Extinguisher maintenance	271.00	01-140-5061
03/03/2021	97872	Dakota Pump Inc	motor for west lift pump	1,925.58	11-215-5061
03/03/2021	97873	Davis Hardware	Antifreeze	10.02	01-140-5062
03/03/2021	97873	Davis Hardware	Carriage bolts, nuts, washers	16.50	01-160-5047
03/03/2021	97873	Davis Hardware	Rocksalt	23.82	01-160-5047
03/03/2021	97873	Davis Hardware	Rocksalt	23.82	01-145-5062
03/03/2021	97873	Davis Hardware	Rocksalt	23.62	02-170-5062
03/03/2021	97873	Davis Hardware	Legal Fees	4,192.50	01-106-5131
03/03/2021	97874	Frank Cassidy P.C.	Telephone	50.98	01-140-5016
03/03/2021	97875	Frontier	TH Lanier Lease Interest	33.05	01-115-5094
03/03/2021	97876	GreatAmerica Financial Svcs	TH Lanier lease principal	363.07	01-115-5093
03/03/2021	97876	GreatAmerica Financial Svcs	SC Lanier lease interest	9.48	16-240-5094
03/03/2021	97876	GreatAmerica Financial Svcs	SC Lanier lease principal	104.08	16-240-5093
03/03/2021	97877	Gust Rosenfeld P.L.C.	Feb legal services for franchise & telecommunications	58.00	01-106-5131
03/03/2021	97878	Hatch Construction and Paving	Cold mix - Road maint and upkeep	2,643.67	02-170-5080
03/03/2021	97878	Hatch Construction and Paving	Cold mix - Road Repair	2,181.94	02-170-5080
03/03/2021	97879	David, Verna	Earrings-loop, green beads & silver, mask face	47.60	01-000-2006
03/03/2021	97880	Heritage Consignments	Unframed Print-Luna Lake, 16x24 Canvas Print-Luna Lake Sunset	100.10	01-000-2006
03/03/2021	97880	Heritage Consignments	Unframed Print-Luna Lake, 16x24 Canvas Print-Luna Lake Sunset	100.10	01-000-2006

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
03/03/2021	97881	Law Office of Tevis Reich, PLLC	Professional Services	955.40	01-106-5131
03/03/2021	97882	Life-Assist Inc.	Medical supplies - bandages, hot packs, cold packs, tourniquets	284.06	01-140-5134
03/03/2021	97883	Petty Cash	Sweat Shop-Name plates	5.00	01-150-5020
03/03/2021	97883	Petty Cash	Ace Hardware-Grommet Repair Kit	10.90	01-150-5009
03/03/2021	97883	Petty Cash	Safeway-Water for tours	3.52	09-000-3000
03/03/2021	97883	Petty Cash	Safeway-snacks for gift shop sales	19.10	01-150-5076
03/03/2021	97884	Pitney Bowes Global Financial	Lease payment March	199.80	01-115-5083
03/03/2021	97884	Pitney Bowes Global Financial	Interest March	18.18	01-115-5094
03/03/2021	97884	Pitney Bowes Global Financial	Fee to Purchase Postage	7.50	01-115-5010
03/03/2021	97885	Pitney-Bowes Purchase Power	light bulbs	846.91	01-140-5071
03/03/2021	97886	Standard Electric	15-LED replacement bulbs	551.62	02-170-5062
03/03/2021	97886	Standard Electric		64.80	01-115-5004
03/03/2021	97887	Standard Insurance Co, RA	00 156419 0003 Mar 21	49.76	01-120-5004
03/03/2021	97887	Standard Insurance Co, RA	00 156419 0003 Mar 21	14.89	01-125-5004
03/03/2021	97887	Standard Insurance Co, RA	00 156419 0003 Mar 21	226.16	01-130-5004
03/03/2021	97887	Standard Insurance Co, RA	00 156419 0003 Mar 21	19.44	01-135-5004
03/03/2021	97887	Standard Insurance Co, RA	00 156419 0003 Mar 21	28.62	01-140-5004
03/03/2021	97887	Standard Insurance Co, RA	00 156419 0003 Mar 21	18.02	01-145-5004
03/03/2021	97887	Standard Insurance Co, RA	00 156419 0003 Mar 21	21.55	01-150-5004
03/03/2021	97887	Standard Insurance Co, RA	00 156419 0003 Mar 21	7.73	01-155-5004
03/03/2021	97887	Standard Insurance Co, RA	00 156419 0003 Mar 21	11.48	01-160-5004
03/03/2021	97887	Standard Insurance Co, RA	00 156419 0003 Mar 21	67.98	02-170-5004
03/03/2021	97887	Standard Insurance Co, RA	00 156419 0003 Mar 21	32.40	03-175-5004
03/03/2021	97887	Standard Insurance Co, RA	00 156419 0003 Mar 21	31.54	04-180-5004
03/03/2021	97887	Standard Insurance Co, RA	00 156419 0003 Mar 21	67.86	10-210-5004
03/03/2021	97887	Standard Insurance Co, RA	00 156419 0003 Mar 21	55.51	11-215-5004
03/03/2021	97888	TOS Municipal Property	Fire engine loan payment to USDA Feb	1,933.80	01-100-5988
03/03/2021	97888	TOS Municipal Property	Fire engine loan payment to USDA March	1,933.80	01-100-5988
03/03/2021	97888	TOS Municipal Property	Public Safety USDA Payment Feb	1,678.60	01-100-5988
03/03/2021	97888	TOS Municipal Property	Public Safety USDA Payment Mar	1,678.60	01-100-5988
03/03/2021	97889	USA Blue Book	Algae brush, skimming pole	162.84	11-215-5073
03/04/2021	97890	David, Verna	Unframed Print-Luna Lake, 16x24 Canvas Print-Luna Lake Sunset	100.10	01-000-2006
03/04/2021	97890	David, Verna	Unframed Print-Luna Lake, 16x24 Canvas Print-Luna Lake Sunset	100.10- V	01-000-2006
03/04/2021	97891	David, Verna	Unframed Print-Luna Lake, 16x24 Canvas Print-Luna Lake Sunset	100.10	01-000-2006
03/04/2021	97891	David, Verna	Unframed Print-Luna Lake, 16x24 Canvas Print-Luna Lake Sunset	100.10- V	01-000-2006
03/04/2021	97892	Rusty Childress	Unframed Print-Luna Lake, 16x24 Canvas Print-Luna Lake Sunset	100.10	01-000-2006
Grand Totals:				188,552.46	

Summary by General Ledger Account Number

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Heidi Wink, Interim Town Manager
DATE: 03/17/2021
SUBJECT: Public Hearing

SUGGESTED MOTION:

I move to go into a public hearing to take council and public comments on fees associated with civil traffic enforcement.

OR I move we table.

STAFF REPORT

In January Council passed a Resolution for a Notice of Intent to take public comments on traffic enforcement fees.

Staff is not currently requesting to implement any changes in fees, as the Police department is still looking into the logistics of how it will benefit the Town. If the Police Department decides they would like to move forward we will present Council at a future meeting with a Resolution and proposed changes to the fee schedule.

**TOWN OF SPRINGERVILLE
MEMORANDUM #8**

TO:	Springerville Town Council
FROM:	Heidi Wink, Interim Town Manager
DATE:	03/17/2021
SUBJECT:	Appointment of an Interim Planning and Zoning Administrator

SUGGESTED MOTIONS:

I move to appoint Tim Rasmussen as the Interim Planning and Zoning Administrator.

OR

Table this item

STAFF REPORT

It is staff's recommendation to have Tim Rasmussen serve as the Interim Planning and Zoning Administrator.

**TOWN OF SPRINGVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Robin Aguero, Community Services Director
DATE: 3/10/2021
SUBJECT: ADOT/ 5310 Grant

SUGGESTED MOTION:

I move that council approve the ADOT/5310 Grant Agreement in the amount totaling \$57,209.00. This amount includes a local match of \$12,339.00.

STAFF REPORT

The ADOT 5310 funding request is in support of the Community Services & Senior Center Transport Assistance project. The Community Services & Senior Center is requesting funding to purchase a new ADA mini-van with wheel chair lift for the purpose of transporting elderly, veterans and low income residents throughout the community with the ability to transport wheelchair bound clients safely and in adherence to ADA compliance and regulations.

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CAR Agreement Number	
AG Contract Number	
AFIS Payment Number and Address Code	IV0000014318 I0003
DUNS Number	002454494
Program / Phase Number Eligible From Date Eligibility Expiration Date Project Details	Please Refer to Exhibit A

GRANT AGREEMENT
 BETWEEN
 THE ARIZONA DEPARTMENT OF TRANSPORTATION
 MULTIMODAL PLANNING DIVISION
 acting for and on behalf of
 THE STATE OF ARIZONA
 AND
 Town of Springerville

This GRANT AGREEMENT, established pursuant to Arizona Revised Statutes (A.R.S.) § 28-334, is entered into between the ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) MULTIMODAL PLANNING DIVISION (MPD) acting for and on behalf of THE STATE OF ARIZONA herein referred to as the STATE, and Town of Springerville a Government Agency agency herein referred to as the SUBRECIPIENT. The STATE and the SUBRECIPIENT are collectively referred to as the “Parties”, and individually as STATE, SUBRECIPIENT, and “Party”.

I. RECITALS

- 1) STATE is authorized to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of STATE.
- 2) SUBRECIPIENT has obtained appropriate action by ordinance or resolution or otherwise pursuant to the laws or other rules and regulations applicable to it and its governing bodies and is authorized to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of SUBRECIPIENT.
- 3) The Governor of the STATE of Arizona, in accordance with a request by the Federal Transit Administration, hereinafter referred to as FTA, has designated the Arizona Department of Transportation as the responsible agency to evaluate and select proposed projects and to coordinate grant applications. The current State Management Plan, Program Guidebook, FTA

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Master Agreement, and the Program Application, incorporated herein by reference, prescribe the STATE's Administrative Policies and Requirements for the Program.

- 4) Exhibit A: Project Award Description provides the Project Award Description, Eligibility Dates, Funding Participation, and Match Requirements.
- 5) Exhibit B: Program Description and Communication and Contact Information provides the statutory reference and describes rules, regulations, and requirements specific to the program(s) awarded in this Agreement and provides contact information relevant to this Agreement.
- 6) Exhibit C: Responsibility Matrix delineates key requirements specific to roles.
- 7) Exhibit D: Procurement and Third Party Contract Provisions provides rules specific to SUBRECIPIENT procurement in this Agreement and provides a table of federal clauses required for procurement agreements.
- 8) Exhibit E: Discrimination & Title VI Requirements provides mandatory Title VI requirements.
- 9) Exhibit F: Disadvantaged Business Enterprise (DBE) Requirements provides mandatory DBE requirements.
- 10) Exhibit G: Insurance (Risk Management) Requirements provides mandatory insurance requirements.
- 11) Exhibit H: Language Modifications provides exceptions, exemptions, and language variations for Agreements with Tribes, Nations, or Native Indian Communities
- 12) The STATE and the SUBRECIPIENT desire to secure the Project as described in Exhibit A through the expenditure of FTA grant funds and to use said funding to provide services for eligible Program participants of the STATE of Arizona within the SUBRECIPIENT's service area, and carried out according to this Agreement and under the applicable sections of 49 USC Chapter 53 as described in Exhibit B.
- 13) The STATE and the SUBRECIPIENT desire defining their respective responsibilities related to the expenditure and reimbursement of up to the amount of funds described in Exhibit A and referred to as the PROJECT within the authority granted by the Program described in Exhibit B.
- 14) SUBRECIPIENT qualified local match and fees for the PROJECT to be procured by the STATE is due upon demand and prior to procurement. Match for PROJECT to be procured by SUBRECIPIENT shall be indicated in and deducted from request for reimbursement. All other match is due over the life of the award or as otherwise detailed in Exhibit A.
- 15) The APPLICATION for this Agreement does not constitute the AWARD amount. The AWARD will be demonstrated in Exhibit A of this Agreement, incorporated into the document at the time of

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execution and/or as updated from time-to-time by mutual consent.

- 16) The State has the authority to re-distribute Award if the signed Agreement or subsequent Amendment is not received by the program required deadline, or if applicable cash Match (if required) is not received by the established due date.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

- 1) SUBRECIPIENT shall provide specific public transportation services or activities related to eligible funding, herein called the PROJECT, to eligible Program participants, in accordance with the SUBRECIPIENT'S application(s), incorporated herein as referenced and as allowable under the relevant section of 49 U.S.C. Chapter 53 as described in Exhibit B and the PROJECT description and Award described in Exhibit A.
- 2) PROJECT expense and cost awards will be detailed in Exhibit A. Awards may consist of any combination of expense or cost categories eligible in the associated grant program such as equipment or capital categories to be procured by ADOT, equipment or capital categories to be procured by SUBRECIPIENT, operating, intercity, administrative, planning, mobility management, or others.
- 3) PROJECT Award is limited to the quantity and description of the items identified in Exhibit A. For those items with estimated amounts pending procurement that is to be completed by the SUBRECIPIENT, the estimated pricing shall be considered not-to-exceed pricing specific to the quantity and description of identified items. Any needed or desired variation from quantity, description, or pricing must be requested in writing and approved by the Program Manager prior to procurement. Approvals will result in a modified Exhibit A being issued with updated approved not-to-exceed award, pricing, and match indicated. For PROJECT Award items being procured by ADOT, actual pricing that exceeds the estimate on Exhibit A will be confirmed with the SUBRECIPIENT prior to purchase.
- 4) SUBRECIPIENT eligible PROJECT expenditures or incurrence of costs may not occur prior to the "Expenses Eligible from Date" and must occur prior to the "Eligibility Expiration Date" established in Exhibit A. All support documentation must be dated within that established data range to be considered eligible. The SUBRECIPIENT may not incur any costs for work outlined in any subsequent amendments prior to receiving an executed Modified Exhibit A signed by the ADOT Program Manager or Transit Manager. Any costs incurred prior to receiving such written document shall be treated as pre-award costs and shall not be eligible for reimbursement in accordance with 2 CFR 200.458.

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5) PROJECT-appropriate expenses and costs associated with the PROJECT Award must be supported by receipts and other suitable and appropriate documentation pursuant to 2 CFR 200 Subpart E - Cost Principles, 2 CFR 200 et seq., and ADOT, as appropriate, and incurred within the Exhibit A established date range are eligible for reimbursement upon execution of this Agreement. Final reimbursement requests must be received no later than 45 days after the Eligibility Expiration Date occurs to be eligible for reimbursement unless an extension has been granted by the Program Manager.

a. Certifications Required: As required pursuant to 2 CFR 200.415 to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreement must include a certification, signed by an official who is authorized to legally bind the SUBRECIPIENT, which reads as follows:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

III. RESPONSIBILITIES

1) **ADOT will:**

- a. Review PROJECTS for compliance with statutory requirements, oversight requirements, and program guidance.
- b. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.
- c. Review invoices, when appropriate to the Grant Award, from SUBRECIPIENT and reimburse SUBRECIPIENT within 30 days after receipt and approval of invoices, in a total amount not to exceed the lesser of the approved invoiced costs or the Grant Award .
- d. Communicate with SUBRECIPIENT and FTA as necessary to facilitate program compliance and procedural efficiency.
- e. Monitor all activities performed by its SUBRECIPIENTS to assure that the work is being managed and performed satisfactorily and that time schedules are being met in accordance with 2 CFR 200.328.

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f. Administer FTA funds allocated to the SUBRECIPIENT and ensuring that such funds are expended for eligible costs, purpose and activities in accordance with 23 CFR 420.113, that are allowable per 2 CFR 200 et seq. as adopted or otherwise modified pursuant to 2 CFR 1201.

2) **SUBRECIPIENT will:**

- a. Administer the grant from award to closeout.
- b. Take necessary steps to ensure compliance with program or Agreement stipulated deadlines.
- c. Develop and have in place prior to use of award internal policies and systems that ensure effective management of awards and compliance with grant requirements.
- d. Implement strong internal controls for accounting and compliance with grant terms and conditions and ensure that SUBRECIPIENT financial management system and any other system used for documentation or compliance is appropriate to implement the Project. The financial management systems must comply with all the requirements of 2 CFR 200.302.

The SUBRECIPIENT shall establish separate accounts for each work element of the Project Budget, to be maintained within its existing accounting system or set up independently. Such accounts are referred to herein collectively as the Project Account. The Project Account and supporting documentation as set forth in 2 CFR 200 et seq., shall be made available upon request for examination by ADOT, FTA, or the Comptroller General of the United States in accordance with the requirements of 2 CFR 200.336.

Pursuant to the requirements of 2 CFR 200.307, the SUBRECIPIENT shall record in the Project Account all payments received by it from ADOT pursuant to this article and all other funds provided for, accruing to, or otherwise received on account of the Project, which ADOT Payments and other funds are herein collectively referred to as Project Funds.

The SUBRECIPIENT shall charge to the Project Account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of ADOT and FTA shall not be considered eligible costs. Determination of eligible costs shall be in accordance with the requirements of 2 CFR 200.402 to 2 CFR 200.414 and 2 CFR 200.420 to 2 CFR 200.475.

- e. Establish a budget of the costs required to perform the Project and a method for monitoring actual costs against the budget.

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- f. Submit payment of Grant required MATCH upon demand by the STATE and/or as indicated in Exhibit A. Administrative fees and local match must be remitted from funds as qualified under the applicable 49 USC regulations. Match is defined as monies from non-federally funded sources used for matching or cost sharing requirements as defined and allowed under 2 CFR 200.306 and 2 CFR 200 Subpart E. Local match must be remitted from funds of the program for which it was awarded as qualified under the applicable 49 USC regulations. Most federally-funded programs cannot use federal funds to provide match but 49 USC does provide certain exceptions to that stipulation. The SUBRECIPIENT will ensure that matching funds qualify under the appropriate section of 49 USC as appropriate to the awarded PROJECT(s) indicated in Exhibit A.
- g. Comply with all terms of the Grant Program in accordance with the SUBRECIPIENT application(s) and the current Program Guidebook in effect at the time of application or subsequently revised in writing and by notice, incorporated herein as referenced.
- h. Obtain prior written concurrence of the State before assigning any portion of the work to be performed under this Agreement or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement.
- i. Communicate contractual requirements to contractors and subcontractors and ensure all the requirements of this Agreement are incorporated by means of a contract or other legally binding documents stipulating the contractor and/or subcontractor's responsibility to comply with this Agreement.
- j. In the event of an accident involving any equipment funded under this Agreement, the SUBRECIPIENT shall, within 48 hours, notify the ADOT Program Manager and the MPD Transit Group Manager (see Exhibit titled **PROGRAM DESCRIPTION AND COMMUNICATIONS AND CONTACT INFORMATION**) electronically via email. The SUBRECIPIENT agrees to request from and adhere to guidance from the ADOT Program Manager regarding insurance proceeds. For insurance proceeds provided to ADOT, ADOT shall follow the requirements of FTA Circular 5010. The SUBRECIPIENT shall never return funds directly to FTA.
- k. Communicate with STATE and FTA as necessary to facilitate program compliance and procedural efficiency.
- l. Provide all required reports as prescribed by the current Program Guidebook or as requested by ADOT in a timely manner and as required by the STATE.
- m. Ensure users of PROJECT equipment and/or services meet applicable federal and state regulations and statutes.

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- n. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.
- o. Comply with Performance Measure requirements as established by FTA and designated by the STATE for its compliance.
- p. Comply with Cross-Cutting requirements for transit asset management plans and reporting of asset inventory and condition information as established by FTA and designated by the STATE for its compliance.
- q. Demonstrate that funds are expended for eligible and allocable activities; track receipts, disbursements, assets, liabilities, and balances; and track and report program income.
- r. Report to the STATE as required by the program but at a minimum quarterly on the invoice form provided by ADOT, for categorized reimbursable Project costs/expenses awarded as detailed in Exhibit A, as authorized and allowable under the federal grant requirements, and supported as required with vendor invoices, original receipts, or other suitable and appropriate documentation.

In the event that no expenditures occurred during a calendar quarter, submit a zero dollar invoice.

A system-generated expense or general ledger report and program-required forms must be submitted with the reimbursement request. Detailed support documentation shall be maintained by the SUBRECIPIENT and shall not be submitted to ADOT unless and until requested.

In the event a system-generated expense or general ledger cannot be provided, it is acceptable to use a manually-created or spreadsheet ledger. However, in this case, all support documentation must also be submitted.

The State implemented an invoicing module within the Arizona E-Grants Transit Grant Management System (E-Grants). All invoices from that point forward shall be submitted electronically. Paper invoicing will no longer be accepted. The SUBRECIPIENT agrees that all invoices and supporting documentation shall be submitted electronically through E-Grants.

To be eligible for reimbursement, costs must meet the following general criteria:

- Be a direct cost. Indirect costs are eligible for reimbursement only with an indirect cost plan approved by the SUBRECIPIENTs federal cognizant agency and accepted by ADOT as indicated on Exhibit A.

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- Be necessary and reasonable for proper and efficient performance and administration of the Project;
- Be an eligible expense under federal and state statutes and program regulations;
- Be treated consistently. A cost may not be assigned to the grant as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a grant as an indirect cost;
- Be determined in accordance with generally accepted accounting principles;
- Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period;
- Be the net of all applicable credits; and
- Be adequately documented to include a system generated financial summary, or Excel spreadsheet accompanied by appropriate backup documentation (i.e. invoices, payroll, etc.), disclosing an expense amount that matches the invoice amount.

Grantees and subgrantees must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and incomes.

As defined in 2 CFR 1201.80, program income means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. (See 2 CFR 200.77 Period of performance.) Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, taxes, special assessments, levies, and fines raised by a grantee and subgrantee, and interest earned on any of them.

All costs charged to the Project, including any approved services contributed by the SUBRECIPIENT or others, shall be supported as required by 2 CFR 200.302 (b)(3) and 2 CFR 200 et seq. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contracts and sub-grant award documentation, etc.

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In accordance with 2 CFR 200 et seq. where the records must be supported by a system of internal control which provides reasonable assurances that the charges are accurate, allowable, and properly allocated; be incorporated into the official records of the SUBRECIPIENT; reasonably reflect the total activity or expense; encompass both federally assisted and all other activities on an integrated basis; and comply with the established accounting policies and practices of the SUBRECIPIENT; and include distribution among cost objectives where federal and non-federal or multiple federal distributions occur or between direct and indirect cost activities.

Adequate supporting documentation should include a system generated financial summary disclosing an expense amount that matches the invoice amount. If a system generated report is unavailable, an excel spreadsheet may be utilized to summarize the expenses and should be accompanied by appropriate invoices including evidence of payment, payroll documentation, etc.

- a. Submit an Indirect Cost Plan that has been approved by the SUBRECIPIENT cognizant agency if and only if indirect costs will be billed for reimbursement.

2 CFR 200.9, 200.27, 200.416, 200.417, and applicable appendices, FARS 31.2 for Private Agencies, and Appendix E of FTA Circular 5010 requires all grantees who intend to seek payment for indirect costs to prepare a Cost Allocation Plan (CAP) or an Indirect Cost Rate Proposal. 2 CFR 200 Appendix III covers Indirect Costs for IHEs. 2 CFR 200 Appendix IV covers Indirect Costs for Non-Profit Organizations. 2 CFR 200 Appendix V covers indirect costs and Appendix VII includes ICAP requirements for Local Governments and Tribes.

Indirect Cost Rate Proposals must be approved by the applicable Cognizant Federal agency. Pursuant to 2 CFR 200.19, the cognizant agency for indirect costs means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals on behalf of all Federal agencies. This is not necessarily the same as the cognizant agency for audit purposes. For assignments of cognizant agencies see the following:

1. For IHEs: Appendix III to Part 200-Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), paragraph C.11.
2. For non-profit organizations: Appendix IV to Part 200-Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Non-Profit Organizations, paragraph C.12.
3. For state and local governments: Appendix V to Part 200-State/Local Governmentwide Central Service Cost Allocation Plans, paragraph F.1.
4. For Indian tribes: Appendix VII to Part 200-States and Local Government and Indian Tribe Indirect Cost Proposal, paragraph D.1.

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Pursuant to 2 CFR 200.414 (f) any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de minimis rate of up to 10% of modified total direct costs which may be used indefinitely. As described in §200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

(g) Any non-Federal entity that has a current federally negotiated indirect cost rate may apply for a one-time extension of the rates in that agreement for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If an extension is granted the non-Federal entity may not request a rate review until the extension period ends. At the end of the 4-year extension, the non-Federal entity must re-apply to negotiate a rate. Subsequent one-time extensions (up to four years) are permitted if a renegotiation is completed between each extension request.

ADOT will not reimburse indirect costs if an Indirect Cost Allocation Plan or if a documented de minimis rate certification is not in place.

Indirect costs, as defined in 2 CFR 200 et seq. are costs that are:

1. incurred for a common or joint purpose benefiting more than one cost objective;
2. not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved; and
3. originating in the grantee' department as well as those incurred by other departments in supplying goods, services, and facilities to the grantee department.

Cognizance may have multiple meanings. OMB has assigned cognizant audit agencies for State and Local governments. See Federal Register (51 FR 552, Jan 6, 1986). For all other purposes, cognizant agency is defined in federal regulations.

Cognizant agency for audit: The Federal agency designated to carry out the responsibilities described in 2 CFR 200.513 Responsibilities, paragraph (a). The cognizant agency for audit is not necessarily the same as the cognizant agency for indirect costs. A list of cognizant agencies for audit may be found at the Federal Audit Clearinghouse Web site.

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Cognizant agency for indirect costs: The Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under this 2 CFR 200 on behalf of all Federal agencies. The cognizant agency for indirect cost is not necessarily the same as the cognizant agency for audit. For assignments of cognizant agencies see the following:

- a. For IHEs (Institutes of Higher Education): Appendix III to Part 200-Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), paragraph C.11.
- b. For non-profit organizations: Appendix IV to Part 200-Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Non-Profit Organizations, paragraph C.12.
- c. For State and Local governments: Appendix V to Part 200-State/Local Governmentwide Central Service Cost Allocation Plans, paragraph F.1.
- d. For Indian tribes: Appendix VII to Part 200-States and Local Government and Indian Tribe Indirect Cost Proposal, paragraph D.1.

If an indirect cost plan approved by a Federal cognizant agency has not been received by the time of execution of this Agreement, indirect costs will not be permitted. Subsequent submission of an approved plan will not grant retroactive eligibility of indirect costs; only costs incurred subsequent to ADOT receipt and written acknowledgement of the approved plan will be eligible for indirect costs.

In the event that the applying agency primarily receives FTA funds but is not a direct recipient of those funds, ADOT will function as the cost plan approver as delegated by FTA. If ADOT will function as the approver, the indirect cost plan must be in compliance with 2 CFR 200 Appendix V, VI, or VII as applicable and must be received with the signed original of this Agreement. Subsequent requests for ADOT approval within the effective period of this Agreement award will not be accepted.

- s. Submit program required reports of procurement activities according to the Exhibit labeled: **PROCUREMENT AND THIRD PARTY CONTRACT PROVISIONS** and submit reports of contract activities as requested by the ADOT Program Manager.
- t. As required by 2 CFR 200.336, grant access to and allow review of work records, technical reports, annual reporting, and all data prepared by the SUBRECIPIENT related to the programs under this Agreement. If the State or FTA finds that the work performed fails to comply with any requirement (e.g. tasks are not conducted in accordance with approved programs or tasks are found to be inconsistent with federal or state guidelines), the State or FTA may use enforcement actions contained in 2 CFR 200.338 to remedy the situation and any other appropriate remedies available at law.

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IV. MISCELLANEOUS PROVISIONS

- 1) **Term Incorporation:** This Agreement is governed according to the laws of the State of Arizona. All cited statutes, public law, executive orders, and policies cited in this Agreement are incorporated by reference as a part of this Agreement. It is SUBRECIPIENT responsibility to ensure that any Agreement between SUBRECIPIENT and its CONTRACTORS for use of grant funds shall incorporate the provisions contained herein.

- 2) **Duration:** This Agreement shall become effective upon signature by the parties hereto and shall remain in force and effect until PROJECT satisfaction and completion which means that the work assigned under a contract has been completed, all finance transactions are processed, and all required reporting has been completed.

Duration of awarded expense/cost Projects are established in Exhibit A. Reimbursements may be requested no earlier than the spend-down of the awarded funds through the Eligibility Expiration Date established in Exhibit A unless extended by amendment or as otherwise provided herein plus an additional forty-five (45) days for submission of the final invoice for costs through the last authorized expenditure date of the Agreement.

In the event the award under this Agreement includes capital and/or rolling stock as part of the PROJECT, the life of this Agreement shall continue through the useful life of the PROJECT and until the federal interest has been extinguished and released by ADOT and/or FTA.

This Agreement may be cancelled at any time prior to the commencement of performance under this Agreement, upon thirty (30) days written notice to the other party.

- 3) **Amendments:** This Agreement may be amended upon mutual agreement of the Parties at any time when in the best interest of FTA, STATE, or SUBRECIPIENT. Modifications to Exhibit A describing the details of the approved PROJECT may be modified without adopting a formal amendment to this Agreement; acceptance of the modification shall be indicated on the modified Exhibit A by an authorized signatory from the SUBRECIPIENT.

- 4) **Matching and Federal Funding:** PROJECT award amounts and match requirements are indicated in Exhibit A. The SUBRECIPIENT will provide the Match amount and fees required from eligible sources as prescribed in 49 USC Chapter 53 as described in Exhibit B appropriate to the Award(s) in Exhibit A. Wherever the program-specific eligible sources includes third party in-kind contributions, they may be accepted as the match for federal funds, in accordance and compliance with the provisions of 2 CFR 200.306 and 2 CFR 200 Subpart E. ADOT requires match to be applied to specific budget line items. In-kind contributions shall be identified and be accompanied by a narrative description of the service being provided in addition to identification of the organization that will be providing the service. The SUBRECIPIENT shall initiate and complete all actions necessary to provide its share of the PROJECT costs at or prior to the time that such funds are requested and/or required by the STATE.

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For those match amounts that are estimated pending procurement of the awarded PROJECT equipment, if procured by the STATE, the STATE will notify the SUBRECIPIENT regarding final match requirements, which will be due upon receipt of said notice. The notice will include a modified Exhibit A, which shall be accepted by signature and inserted into this executed Agreement without requiring contract amendment. Match for Project Equipment procured by SUBRECIPIENT shall be indicated in and deducted from the request for reimbursement.

For those items with estimated amounts pending procurement that is to be completed by the SUBRECIPIENT, the estimated pricing shall be considered not-to-exceed pricing specific to the quantity and description of identified items including the prescribed match requirements. Any needed or desired variation from quantity, description, or pricing must be requested in writing and approved by the Program Manager prior to procurement. Approvals will result in a modified Exhibit A being issued with updated approved not-to-exceed award, pricing, and match indicated. Without advance approval, SUBRECIPIENT is responsible for all of the increased price or quantity procured.

In the event that this Agreement is terminated after matching and/or administrative funds have been issued to and deposited by the STATE, there is no guarantee of timeframe for refund of match funds, and refund shall not occur prior to the reassignment of the PROJECT award to another eligible agency and payment by that agency of any required matching funds. Remitted administrative fees are non-refundable except when this Agreement is terminated by ADOT or the STATE at no fault of the SUBRECIPIENT. In circumstances where the designated SUBRECIPIENT cannot accept delivery of the Project Equipment or where surrender of equipment is required, said equipment will be reassigned. Refund of capital match will be based on current fair-market value at the time of surrender less the cost of any repairs or modifications required to affect reassignment to another recipient and/or program.

- 5) **Availability of Funds:** Every payment obligation of STATE under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by STATE at the end of the period for which the funds are available. No liability shall accrue to STATE in the event this provision is exercised, and STATE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

- 6) **Liens on Equipment:** The purchase of PROJECT equipment shall be undertaken by the STATE on behalf of the SUBRECIPIENT unless otherwise indicated in Exhibit A. The PROJECT equipment shall be titled in the name of the SUBRECIPIENT. To the extent of financial assistance provided, the STATE shall hold a first lien on all rolling stock acquired under this agreement in the amount of the federal share of the equipment cost. The lien placed on vehicle equipment shall remain in effect through the useful life of the vehicle, as explained in the current Program Guidebook unless this agreement is otherwise terminated under terms of this Agreement.

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- 7) **Property and Equipment, Use, Inventory, and Disposal:** Title to real property under a grant will vest under acquisition in the SUBRECIPIENT or their CONTRACTOR as applicable. The procurement, use, and disposition of real property and equipment shall be consistent with the program-approved use and in accordance with the requirements of 2 CFR 1201.313, 2 CFR 200.313, and Federal Property Management Standards which is herein incorporated by reference and made a part of this Agreement. The SUBRECIPIENT agrees to inventory, to maintain records of, and to insure the proper use, control, and disposal of all property, equipment, computer hardware, and furniture, acquired pursuant to funding under this Agreement. Except as otherwise provided by statute, property and equipment shall be used for the originally authorized purposes as long as needed for that purpose. SUBRECIPIENT shall comply with all requirements and guidance during the course of the lien period, including but not limited to: maintenance of the equipment, annual reporting to the STATE of administrative and vehicle performance data, annual vehicle inspections, timely incident reporting and situation resolution, and other requirements as specified in the State Management Plan and current Program Guidebook. When no longer needed for the originally authorized purpose, the SUBRECIPIENT and/or their CONTRACTOR will request disposition instructions from the ADOT Program Manager.
- 8) **Modifications and Other Changes to Grant Equipment:** Prior to any substantive modifications or other changes made or elimination, reduction, or addition to grant equipment, written approval from the ADOT Program Manager must first be obtained. Examples include but are not limited to the elimination of wheelchair positions and additions of ambulatory seating, reduction in number or addition of passenger assist stanchions, rails, steps, secondary manufacturer and aftermarket vehicle components provided by the STATE, and other devices requiring or otherwise exposing or altering mechanical or structural modification to the vehicle.
- 9) **Statutory Compliance:** All parties shall comply with all applicable federal, state and local requirements including all applicable provisions of Title 49 (United States Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.
- 10) **Incorporation of Federal Terms:** All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. All applicable clauses shown in the FTA Master Agreement apply to this Agreement. This provision shall be incorporated in any SUBRECIPIENT, subcontractor, or lower-tier agreement for which funds from this Agreement shall be used for payment. The Federal Transit Administration Master Agreement can be viewed in its entirety at the link provided on the Exhibit titled: **PROGRAM DESCRIPTION AND COMMUNICATIONS AND CONTACT INFORMATION**. In addition to other clauses required throughout this Agreement or by State law, the SUBRECIPIENT will include applicable contract provisions in every third-party contract / purchase order using federal funding summarized (but not limited to) the following:
- a. The requirements in 2 CFR 200.326,

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- b. The requirements in 2 CFR 200 Appendix II,
- c. FTA funded procurements/contracts: Circular 4220 – Third Party Contracting Guidance and summarized in its Appendix D, as revised from time to time
- d. Any requirements established by a particular funding stream, program, or in funding agency guidelines.

- 11) **Conflict of Interest:** Pursuant to 2 CFR 1201.112, the SUBRECIPIENT shall disclose in writing any potential conflict of interest to the State, who shall inform the Federal awarding agency in accordance with applicable Federal awarding agency policy. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of STATE employees.
- 12) **Recordkeeping:** All SUBRECIPIENTS and/or their CONTRACTORS and the parties shall retain all data, books, and other records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the STATE at reasonable times as set forth in A.R.S. 35-214, A.R.S. 35-215, 2 CFR 200 et seq., and applicable FTA circulars.
- 13) **Audit:** The administration of resources awarded by ADOT to the SUBRECIPIENT may be subject to audits and/or monitoring by ADOT, as described in this section.

Monitoring: In accordance with 2 CFR 200.328, ADOT shall monitor all activities performed by its staff or by subrecipients of FTA funds to assure that the work is being managed and performed satisfactorily and that time schedules are being met. Therefore, in addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F, et seq., monitoring procedures may include, but not be limited to: on-site visits by ADOT staff or designees, limited scope audits as defined by 2 CFR 200 Subpart F, et seq., as revised, and/or other procedures. By entering into this Agreement, the SUBRECIPIENT agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by ADOT. In the event ADOT determines that a limited scope audit of the SUBRECIPIENT is appropriate, the SUBRECIPIENT agrees to comply with any additional instructions provided by ADOT staff to the SUBRECIPIENT regarding such audit. The SUBRECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the ADOT's Office of Audit and Analysis, ADOT's Office of the Inspector General (OIG) and ADOT's Financial Management Services. It is the responsibility of the SUBRECIPIENT to monitor their sub-recipients.

Federally funded: Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in 2 CFR 200 Subpart F, et seq., as revised) are to have audits done

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annually using the following criteria:

- a. In the event that the SUBRECIPIENT or their sub-recipient expends \$750,000 or more in Federal awards in its fiscal year, the SUBRECIPIENT and their sub-recipient must have a Single Audit conducted in accordance with the provisions of 2 CFR 200 Subpart F, et seq., as revised. In determining the Federal awards expended in its fiscal year, the SUBRECIPIENT and their sub-recipient shall consider all sources of Federal awards, including Federal resources received from ADOT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200 Subpart F, et seq., as revised. An audit of the SUBRECIPIENT conducted by the Arizona Auditor General or an independent auditor in accordance with the provisions 2 CFR 200 Subpart F, et seq., as revised, will meet the requirements of this part. In connection with the audit requirements the SUBRECIPIENT shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508, et seq.
- b. If the SUBRECIPIENT expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F, et seq., as revised, is not required. However, if the SUBRECIPIENT elects to have an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F, et seq., as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from SUBRECIPIENT resources obtained from other than Federal entities). If the SUBRECIPIENT is exempt from the Federal audit requirements, pursuant to 2 CFR 200.501(d), records must be available for review or audit by appropriate officials.

Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the awarding federal agency, and percentage of federal participation.

In compliance with 2 CFR 200.507, et seq., the audit shall be completed and the report must be submitted within 30 days after receipt of the auditor's report(s), or nine (9) months of the end of the audit period.

The SUBRECIPIENT shall follow up and take corrective action on audit findings. Preparation of summary schedule of prior year audit findings, including corrective action, a timetable for resolution, and current status of the audit findings are required to be submitted to ADOT. Current year audit findings require corrective action, a timetable for resolution, and status of findings will also be reported to ADOT.

If the SUBRECIPIENT fails to take corrective action, ADOT will make a determination to:

- a. make financial adjustments to the allocated Federal funding as determined appropriate, up to and including repayment by the SUBRECIPIENT of disallowed costs, or

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b. ADOT may take other action as determined appropriate.

If the SUBRECIPIENT has not completed corrective action, a timetable for follow-up should be provided.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to ADOT and the Arizona Auditor General. This section does not limit the authority of ADOT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Audit Report submission: Copies of reporting packages for audits conducted in accordance with 2 CFR 200 Subpart F, et seq., as revised, and required by this section titled AUDIT shall be submitted when required by 2 CFR 200 Subpart F, et seq., as revised, directly to each of the following:

- a. singleaudit@azdot.gov
- b. The Federal Audit Clearinghouse (FAC) designated in 2 CFR 200.512 et seq., at <https://harvester.census.gov/facweb/>
- c. Other Federal agencies and pass-through entities in accordance 2 CFR 200 Subpart F, et seq. as revised. Pass-Through Entity is defined as a non-Federal entity that provides a subaward to a SUBRECIPIENT to carry out part of a Federal program (2 CFR 200.74).

Copies of written communication between the SUBRECIPIENT and the independent auditor in compliance with the Statement on Auditing Standards No 114 and as required by this section titled AUDIT of this agreement shall be submitted by or on behalf of the SUBRECIPIENT directly to:

- a. singleaudit@azdot.gov
- b. Any written communication required to be submitted to ADOT pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200 Subpart F, et seq.

If the amount of FTA funds granted to a particular **SUBRECIPIENT** does not trigger the requirement for an 2 CFR 200.514 audit, the State may still request a review.

- 14) **Dispute Resolution / Arbitration:** In the event of any controversy, the Parties agree that it is in their mutual best interest to promptly meet with the purpose of resolving said Dispute. In the event that the Parties cannot resolve their dispute informally, the parties hereto agree to abide by required arbitration as set forth for in Arizona Revised Statutes Section 12-1518.

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- 15) **Third Party Antitrust Violations:** The SUBRECIPIENT assigns to the STATE any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the SUBRECIPIENT toward fulfillment of this Contract.
- 16) **Immigration:** To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties or its subcontractor employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.
- 17) **Termination for Convenience:** Either Party has the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the FTA, SUBRECIPIENT, or STATE without penalty or recourse. If terminated for convenience, the SUBRECIPIENT agrees to follow ADOT's instructions regarding equipment or other products / services procured through this Agreement.
- 18) **Termination for Default:** STATE reserves the right to terminate this Agreement in whole or in part due to failure of SUBRECIPIENT to carry out any term, promise, or condition of the Agreement. STATE will issue a written ten (10) day cure notice to SUBRECIPIENT for failure to adequately perform, or if there is reason for STATE to believe that the SUBRECIPIENT cannot or will not adequately perform the requirements of the Agreement. If SUBRECIPIENT does not submit a Corrective Action Plan to the satisfaction of STATE within the ten (10) day period, then STATE may pursue action in accordance with the Agreement Article titled: *Arbitration*.
- 19) **Transparency Act:** Because ADOT receives federal funds, ADOT is required to comply with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments. ADOT is required to report awards to subrecipients when they exceed \$25,000 in funding. ADOT is not currently aware of reporting requirements that might become required from SUBRECIPIENTS. Should requirements be stipulated wherein information is required from SUBRECIPIENTS, such information will be requested. The SUBRECIPIENT herein agrees that in a timely manner, and in the method specified by the STATE, the SUBRECIPIENT will provide information that is requested by the STATE to enable the STATE's compliance with the requirements as may be applicable.
- 20) **Federal Certifications and Assurances for FTA Assistance Programs:** Pursuant to 49 U.S.C. 5323(n), the FTA consolidated the certifications and assurances required by Federal law or regulations for its programs. On an annual basis, any agency with an active FTA capital or formula project must provide an affirmation by SUBRECIPIENTs attorney pertaining to the SUBRECIPIENTs legal capacity. The SUBRECIPIENT must agree to comply with all categories applicable to ADOT, who is considered to be the APPLICANT and SUBRECIPIENT of the funds

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by FTA, regardless of current applicability of the initial award under this Agreement. This is to ensure that should the category become applicable during the life of the Agreement, the SUBRECIPIENT will comply. The FTA Certifications and Assurances will be provided to the SUBRECIPIENT under separate packet as they are released by the FTA and subsequent to ADOT filing agreement. Continuation of this Agreement shall be contingent on completion and submission of that packet within the deadline expressed at time of distribution. The FTA Certifications and Assurances, as modified and accepted each year shall be considered incorporated into this Agreement by reference.

The Parties understand and agree that not every provision of these Certifications and Assurances will apply to every Applicant or every Project. The type of Project and SUBRECIPIENT will determine which Certifications and Assurances apply.

SUBRECIPIENT also understands and agrees that these Certifications and Assurances are pre-award requirements, generally required by Federal law or regulation, and do not include all Federal requirements that may apply. Our FTA Master Agreement, available at the link provided on the Exhibit titled: **PROGRAM DESCRIPTION AND COMMUNICATIONS AND CONTACT INFORMATION** contains a list of most of those requirements.

SUBRECIPIENT is ultimately responsible for compliance with the Certifications and Assurances that apply to it or its Project, even if a SUBRECIPIENT or other Third Party Participant may be involved in your Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage SUBRECIPIENT to take the appropriate measures, including, but not limited to, obtaining sufficient documentation from each SUBRECIPIENT and other Third Party Participant to assure the validity of applicable Certifications and Assurances.

SUBRECIPIENT understands and agrees that when applying for funding on behalf of a consortium, joint venture, partnership, or team, SUBRECIPIENT must identify the activities each member will perform and the extent to which each member of that consortium, joint venture, partnership, or team will be responsible for compliance with the Certifications and Assurances, except as FTA determines otherwise in writing.

The FTA Certification and Assurances required of ADOT and its SUBRECIPIENTS are issued annually subsequent to ADOT signing the same. Completion and Signing of this FTA Certification and Assurances document is a requirement and a condition to receive federal funding through ADOT and does not relieve the SUBRECIPIENT of any obligation of other certifications or assurances required in any application or contracting process, and should be treated as an addition to such certifications and assurances.

- 21) **Entire Agreement:** This Agreement may be amended, modified, or waived only by an instrument in writing signed by both Parties. Should the PROJECT awarded under this Agreement be completed at a lower cost than the amount awarded, or for any other reason should any of these funds not be expended, or expended in other than in strict accordance with the terms and conditions of this Agreement, a proportionate amount of the funds provided shall be reimbursed

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to the STATE. Except as identified in the PROJECT the SUBRECIPIENT shall not assign any portion of the PROJECT or execute any agreement, contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the STATE .

- 22) **Israel Boycott Not Permitted:** The SUBRECIPIENT warrants that it is not engaged in a boycott of Israel as defined in A.R.S. 35-393 et seq.
- 23) The SUBRECIPIENT agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or any other Federal agency, or insurance proceeds for any portion of a project activity approved for funding under its Grant Agreement , the SUBRECIPIENT shall provide written notification to ADOT, and reimburse ADOT for any funding share that duplicates funding provided by FEMA, another agency, or an insurance company. The SUBRECIPIENT shall notify the ADOT program/project manager and shall refund ADOT within sixty (60) calendar days from the date duplicate funds are received. As the Recipient of the funding, ADOT is responsible for refunding the awarding federal agency as applicable .

V. SECURITY AGREEMENT

- 1) In consideration of the funded PROJECT equipment identified in Exhibit A, including all added Secondary Manufacturer and Aftermarket Components, and conveying title thereto, the SUBRECIPIENT hereby grants ADOT a security interest in the PROJECT equipment in the amount indicated as the Federal Portion in Exhibit A.
 - a. If the SUBRECIPIENT by itself or any agent sells, transfers, offers or attempts to sell or transfer, in whole or in part, the PROJECT equipment, the SUBRECIPIENT shall remit the remaining Federal interest value, payable to ADOT, upon demand.
 - b. If the PROJECT equipment is totally destroyed or is lost, stolen or otherwise disappears, the SUBRECIPIENT shall remit the remaining Federal interest value, payable to ADOT, upon demand.
 - c. If this Agreement is terminated, the SUBRECIPIENT shall remit the remaining Federal interest value, payable to ADOT, upon demand.
 - d. If the property is seized or repossessed by the STATE, the SUBRECIPIENT shall remit the remaining Federal interest value, payable to ADOT, upon demand.
- 2) In the event the PROJECT equipment is totally destroyed, lost, stolen, or disappears, the obligation herein may be extinguished by assigning to ADOT the proceeds of insurance covering such an event, provided the assignment and the ultimate payment is equal to the fair market value of the PROJECT equipment on the date of occurrence of such event.

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- 3) Secondary Manufacturer and Aftermarket Components, in addition to the original equipment manufacturer (OEM) components (as supplied by the manufacturer or vendor to the STATE or ADOT) or their equivalent as delivered by ADOT to the SUBRECIPIENT or authorized for post-delivery installation as part of the award are considered to be included in the lien.

Addition of other aftermarket components not designated as part of the original award must be approved by the ADOT Program Manager. Approved aftermarket components shall be considered part of the PROJECT equipment and shall not be removed without approval by the ADOT Program Manager, and in no case if the PROJECT equipment cannot be returned to its originally awarded state.

- 4) This security agreement and its terms shall not inure to the benefit of any assignee, purchaser for value, or any other person acquiring an interest herein, and this security interest herein created shall not be extinguished until and unless the STATE receives the remaining Federal interest of the PROJECT equipment on the date of assignment, purchase, or acquisition of other interest.

VI. COMPLIANCE WITH MANUFACTURER'S MAINTENANCE SCHEDULE

By signing this Agreement, the SUBRECIPIENT of Project Rolling Stock award(s) agrees to abide by the vehicle manufacturer's schedule of maintenance, at a minimum, during the period the vehicle is operated in conjunction with the Arizona Department of Transportation, or its successor agency.

The Manufacturer's Maintenance Schedule shall be incorporated in the SUBRECIPIENT'S Fleet Maintenance Plan, and the SUBRECIPIENT shall document completion of all maintenance activities.

Additionally, the ADA requires that:

Public and private entities providing transportation services shall maintain in operative condition those features of facilities and vehicles that are required to make them readily accessible to and usable by, individuals with disabilities. These features include but are not limited to, lifts and other means of access to vehicles, securement devices, signage and systems to facilitate communications with persons with impaired vision or hearing.

Accessibility features must be repaired promptly if they are damaged or out of order. When an accessibility feature is out of order, the entity must take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature.

A system of regular and frequent maintenance checks of lifts is required. If a lift fails to operate when in service, the ADA requires the vehicle be taken out of service before the beginning of the vehicle's next service day. The lift must then be repaired before the vehicle returns to service. If a contract operator is used for ADA-related service, the SUBRECIPIENT must ensure the contractor notifies the SUBRECIPIENT immediately of any failure of the lift to operate in service.

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If there is no spare vehicle to take the place of a vehicle with an inoperable lift, the SUBRECIPIENT may keep the vehicle in service for no more than five days if it serves an area of 50,000 or less population, or three days if it serves an area of 50,000 or more population.

VII. GENERAL ASSURANCES

- 1) The SUBRECIPIENT is an agency that has been designated as eligible for the Award(s) described in the Application and/or Exhibit A pursuant to the program relevant section of 49 USC.
- 2) The SUBRECIPIENT assures that it has the legal, financial, and technical capacity to carry out its proposed Project described herein, including safety and security aspects of that program.
- 3) The SUBRECIPIENT will have satisfactory continuing control over the use of project equipment and facilities.
- 4) The SUBRECIPIENT has or will have prior to procurement, sufficient funds to provide the local match and any required fees for the equipment purchased under this contract and to operate and maintain the vehicles or equipment purchased under this project.
- 5) The SUBRECIPIENT assures affirmative compliance with Title VI of the Civil Rights Act of 1964 – Nondiscrimination in the Provision of Service (FTA C 4702.1; FTA C 9040.1E; and FTA C 9070.1E).
- 6) The transportation needs of elderly persons and persons with disabilities have or will be addressed by the SUBRECIPIENT, pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794).
- 7) The SUBRECIPIENT has demonstrated and will continue to demonstrate efforts to achieve coordination with other transportation providers, including social service agencies capable of purchasing service. The SUBRECIPIENT has participated in the development of a local coordinated public transit human services transportation plan for the area(s) in which project vehicles will be used.
- 8) Private transit and paratransit operators and the public have been afforded a fair and timely opportunity to participate to the maximum extent feasible in the provision of the proposed transportation services by the SUBRECIPIENT.
- 9) The SUBRECIPIENT assures that it will comply with applicable provisions of the Americans with Disabilities Act (ADA) of 1990, (Public Law No. 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act including FTA C 4710.1, 28 CFR parts 35-36, and applicable provisions of 49 CFR Parts 27, 37 and 38: Transportation for Individuals with

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Disabilities; Final Rule. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

- 10) The SUBRECIPIENT will comply with the applicable provisions of the guidelines relative to charter bus service (Title 49 CFR Part 604) and school bus operations (Title 49 CFR Part 605; Title 49 USC 5323(f)).
- 11) The SUBRECIPIENT assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The SUBRECIPIENT agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA. The SUBRECIPIENT recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The SUBRECIPIENT understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the SUBRECIPIENT or its project. The SUBRECIPIENT agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise.
- 12) The SUBRECIPIENT agrees that reimbursement of any cost in accordance with the indicated payment methods for its Award does not constitute a final FTA decision about the allowability of that cost and does not constitute a waiver of any violation by the SUBRECIPIENT of the terms of its Award. If the Federal Government or the STATE determines that the SUBRECIPIENT is not entitled to receive any part of the federal assistance requested, the Federal Government or the STATE will notify the SUBRECIPIENT stating the reasons. Closeout of the Award will not alter the SUBRECIPIENT's obligation to return any federal assistance due to FTA as a result of later refunds, corrections, or other transactions. Nor will closeout of the Award alter FTA's right to disallow costs and recover federal assistance on the basis of a later audit or other review. Unless prohibited by law, FTA may offset any federal assistance to be made available under its Award necessary to satisfy any outstanding monetary claims that FTA may have against the SUBRECIPIENT. Exceptions pertaining to disallowed costs are set forth in FTA directives or in other written federal guidance.

VIII. DRUG FREE WORKPLACE

ADOT requires each SUBRECIPIENT to maintain a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 41 USC 701 et. seq. and 49 CFR Part 32 et seq. for all employees and to have an anti-drug policy and awareness program. Grant direct recipients must agree that it will provide a drug-free workplace and comply with all requirements of 49 CFR Part 32 et seq. The STATE requires compliance by SUBRECIPIENTS. The SUBRECIPIENT certifies that it will provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUBRECIPIENT's

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workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- 2) Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations in the workplace.

- 3) Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (1);

- 4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant or cooperative agreement, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

- 5) Notifying the STATE in writing, within ten calendar days after receiving notice under subparagraph (4.b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee is working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant or cooperative agreement.

- 6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4.b), with respect to any employee who was convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

 - b. Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

IX. CERTIFICATION ON RESTRICTIONS ON LOBBYING

The SUBRECIPIENT agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code (Public law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart

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52.203-11, 23 CFR 630.112(c)(5) , and 49 CFR part 20 and 2 CFR 200.450. The legislation prohibits Federal appropriated funds from being expended by a recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendments or modification of any Federal contract, grant, loan or cooperative agreement. Certification is required to indicate compliance with 49 CFR 20.100(a). Disclosure must be made on Standard Form LLL, found at <https://www.gsa.gov/forms-library/disclosure-lobbying-activities> if any non-appropriated funds are used for such activities described herein. All disclosure statements are to be furnished to ADOT.

The SUBRECIPIENT agrees to require all lower tier subcontractors who have agreements exceeding \$100,000.00 to complete Lobbying Certification (Exhibit B) and when appropriate, the Disclosure of Lobbying Activities (Exhibit C).

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Organization: Town of Springerville
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Grant Agreement

X. DEBARMENT, SUSPENSION, RESPONSIBILITY MATTERS FOR PRIMARY AND LOWER TIER COVERED TRANSACTIONS

The SUBRECIPIENT shall establish and maintain an entity registration on the federal System for Award Management website: <https://www.sam.gov/SAM/>. This registration will be used by ADOT to confirm eligibility to receive federal funds.

The SUBRECIPIENT agrees to comply, and assures the compliance of each SUBRECIPIENT, contractor, and subcontractor, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension Non-procurement," and 2 CFR 200.212. The CONTRACTOR agrees to and assures that its subcontractors will review the Excluded Parties Listing System available at <https://www.sam.gov/SAM/> before entering into any contracts.

In accordance with the provisions of U.S. Department of Transportation (U.S. DOT) regulations on Government wide Debarment and Suspension (Nonprocurement) at 49 CFR 25.510, the SUBRECIPIENT (Primary Participant) certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes; making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in paragraph 2 of this certification, and;
- 4) Have not within a three year period preceding this application had one or more public transactions (Federal, state or local) terminated for cause or default.

The SUBRECIPIENT (Primary Participant) certifies that if it becomes aware of any later information that contradicts the statements in paragraphs 1 through 4 above, it will promptly inform ADOT. Should the SUBRECIPIENT (Primary Participant) be unable to certify to statements set forth in paragraphs 1 through 4 above, it shall so acknowledge with its signature and provide a written explanation to ADOT .

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XI. ARIZONA ELECTRONIC TRANSIT GRANT MANAGEMENT SYSTEM (E-Grants)

The STATE implemented an electronic transit grant management system, titled "E-GRANTS". The SUBRECIPIENT agrees to submit all related documents through that system as required and requested by the STATE. The SUBRECIPIENT further agrees that any scanned documents attached in E-Grants shall comply with minimum 300 dpi scanning requirements, be clearly legible, and in PDF format. The STATE certifies that the electronic signatures comply with ARS 41-132 and ARS 44-7031. The SUBRECIPIENT agrees that pursuant to ARS 41-132, any electronic signature processed through E-GRANTS has the same force and effect as a written signature and shall be considered a valid original pursuant to ARS 11-487.02.

For further instructions on using the E-Grants system, please refer to the **E-Grants Subrecipient User Guide** posted on the ADOT Transit Planning web site, under ==> **More Information**.

SUBRECIPIENT shall maintain an active E-Grants profile with current email, address, and phone contact information.

SUMMARY OF PROJECT AND FUNDING REQUEST(S): 1

APPLICANT AGENCY NAME Town of Springerville

5310 SAMPLE VEHICLE OPTION LIST**PROJECT SUMMARY**

1	Project Title	Community Services & Senior Center Transport Assistance		Priority Number	1
	Project Service Area	City(ies): The service area will cover the communities of Springerville, Eagar, and surrounding communities, transporting individuals to local appointments and as far as Show Low.	County (Primary Served): Apache	Request Year	Year 2
	Brief Description of Proposed Project	The Community Services & Senior Center, is requesting to purchase a new ADA mini-van with lift, for the purpose of transporting elderly, veterans and low income residents to doctor appointments or other weekly errands. The center currently has a van with high mileage which transports residents within the town limits of Eagar and Springerville. The new van would allow the center to provide local service and expand services to surrounding communities, where these services are lacking.			
	Project Type	Vehicles	Primary Area Served: Rural	COG/MPO Region	NACOG
	Funding Request Amount	FTA Request: \$0	Local Match: \$0	Total Cost: \$57,209	
	Funding Request Amount	FTA Request: \$44,870 Minivan With Ramp <i>A 2% Admin fee has been added to capital local match share for vehicles.</i>	Local Match: \$12,339	Total Cost: \$57,209	

SUMMARY OF PROJECT AND FUNDING REQUEST(S): 1

2	Project Title	Community Services & Senior Center Transport Assistance		Priority Number	2
	Project Service Area	City(ies): The service area will cover the communities of Springerville, Eagar, and surrounding communities, transporting individuals to local appointments and as far as Show Low.	County (Primary Served): Apache	Request Year	Year 1
	Brief Description of Proposed Project	Operating funding is requested to aid in the expansion of services to local residents and assist in support of the current transportation program, personnel and volunteers. The transportation program provides services to residents within the Springerville and Eagar communities and transportation to Show Low, one time per month. Our expansion project would include services to surrounding areas such as Nutrioso and Greer. These funds will also allow the current van to remain operational.			
	Project Type	Operating	Primary Area Served: Rural	COG/MPO Region	NACOG
	Funding Request Amount	FTA Request: \$15,000	Local Match: \$15,000	Total Cost: \$30,000	
	Funding Request Amount	FTA Request: \$0 <i>A 2% Admin fee has been added to capital local match share for vehicles.</i>	Local Match: \$0	Total Cost: \$0	

SUMMARY OF PROJECT AND FUNDING REQUEST(S): 1

3

Project Title		Priority Number	
Project Service Area	City(ies): The service area will cover the communities of Springerville, Eagar, and surrounding communities, transporting individuals to local appointments and as far as Show Low.	County (Primary Served): Apache	Request Year Year 2
Brief Description of Proposed Project	Operating funding is requested to aid in the expansion of services to Apache County residents . The new van will be used locally but at least once a week will transport residents from Eagar, Springerville, Nutrioso and Greer as far as Show Low. These funds will also allow the current van to remain operational to meet local needs when the new van is in use for longer trips.		
Project Type	Operating	Primary Area Served: Rural	COG/MPO Region NACOG
Funding Request Amount	FTA Request: \$15,000	Local Match: \$15,000	Total Cost: \$30,000
Funding Request Amount	FTA Request: \$0 <i>A 2% Admin fee has been added to capital local match share for vehicles.</i>	Local Match: \$0	Total Cost: \$0

SUMMARY OF PROJECT AND FUNDING REQUEST(S): 1

4	Project Title		Priority Number	
	Project Service Area	City(ies):	County (Primary Served:	Request Year
	Brief Description of Proposed Project			
	Project Type	Primary Area Served:	COG/MPO Region	
	Funding Request Amount	FTA Request: \$0	Local Match: \$0	Total Cost: \$0
	Funding Request Amount	FTA Request: \$0 <i>A 2% Admin fee has been added to capital local match share for vehicles.</i>	Local Match: \$0	Total Cost: \$0

SUMMARY OF PROJECT AND FUNDING REQUEST(S): 1

5	Project Title		Priority Number	
	Project Service Area	City(ies):	County (Primary Served:	Request Year
	Brief Description of Proposed Project			
	Project Type	Primary Area Served:	COG/MPO Region:	
	Funding Request Amount	FTA Request: \$0	Local Match: \$0	Total Cost: \$0
	Funding Request Amount	FTA Request: \$0 <i>A 2% Admin fee has been added to capital local match share for vehicles.</i>	Local Match: \$0	Total Cost: \$0

Please upload project Service Area Map(s). Must upload at least one map.

https://egrants.azdot.gov/_Upload/44348_903939-SpringervilleEagarMap.pdf
https://egrants.azdot.gov/_Upload/44348_903940-SprinervilletoShowLowMap.pdf

SUMMARY OF PROJECT AND FUNDING REQUEST(S): 1

SECTION 5310 PROJECT FUNDING REQUESTS

(Dollar Amounts from all pages are included in the table.)

OPERATING (ALL PROJECTS)			CAPITAL (ALL PROJECTS)			MOBILITY MANAGEMENT (ALL PROJECTS)		
FTA REQUEST(S)	LOCAL MATCH	TOTAL	FTA REQUEST(S)	LOCAL MATCH	TOTAL	FTA REQUEST(S)	LOCAL MATCH	TOTAL
\$30,000	\$30,000	\$60,000	\$44,870	\$12,339	\$57,209	\$0	\$0	\$0
TOTALS								
FTA REQUEST(S)	LOCAL MATCH	TOTAL						
\$74,870	\$42,339	\$117,209						

5310 Application 2021
Organization: Town of Springerville
5310-2021-Town of Sp-00011
Attorney Determination

**ATTORNEY DETERMINATION FOR
GRANT AGREEMENT**

BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
MULTIMODAL PLANNING DIVISION acting for and on behalf of
THE STATE OF ARIZONA
AND

APPROVAL OF Town of Springerville

E-Grant Application Number: 5310-2021-Town of Sp-00011

{This page must be signed by either an attorney or by a legally authorized agency signatory.}

I have reviewed this Grant Agreement BETWEEN the STATE OF ARIZONA, by and through its ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION and Town of Springerville and declare this Agreement to be in proper form and within the powers and authority granted to the Town of Springerville under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, _____

Attorney for the Town of Springerville

Option for Private or Not-for-Profit Agencies Only:

I herein state that the agency is a Private or Not-for-Profit Agency, and that as a legally-authorized signatory, by signing below, I Acknowledge and Waive attorney review of this Agreement. I further acknowledge that ADOT recommends an attorney review this Agreement even if not mandatory.

DATED this _____ day of _____, _____

Agency Signature

Print Name and Title of Signatory

**TOWN OF SPRINGERVILLE
MEMORANDUM #**

TO:	Springerville Town Council
FROM:	Heidi Wink, Finance Director
DATE:	3/17/2021
SUBJECT:	TOURISM TAX FUNDING REQUEST

SUGGESTED MOTIONS:

I move we approve the request from Chrome in the Dome for a donation of \$500.00 from the Tourism Tax fund.

OR

I move we do not approve the request or I move we table the item.

STAFF REPORT

Please read the attached minutes for the Tourism Tax Committee recommendations and the applications from the entity.

Town of Springerville
Tourism Minutes
March 1, 2021
8:00 am

Tourism Committee Present: Heidi Wink, Susan Seils and Brenda Crawford

Brenda Crawford called meeting to order at 8:10 am

1. Heidi made a motion to approve the minutes from the August 6, 2020 meeting as presented, Susan seconded. Unanimous vote to approve.
2. Chrome in the dome
Susan commented on how nice it was that Chrome in the dome still provided scholarships to students last year and also made a donation to the school even though they were unable to have the car show. Brenda stated that this function has been a part of our community for years and wants to continue the relationship with them. Heidi made a motion to approve the \$500 requested, Susan seconded. Unanimous vote to approve.

Meeting adjourned 8:15am

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

Please be as specific as possible when completing this form.

DATE(S) OF EVENT: Apr 24, 2021 DATE OF APPLICATION: Feb 16, 2021

AMOUNT OF FUNDING REQUESTED: \$500.00 DATE FUNDING REQUIRED: ASAP

EVENT:

Name of Event, Group or Promotion: CHROME IN THE DOME

Make Check Payable to: CHROME IN THE DOME

Mailing Address: PO Box 615
EAGAR AZ 85925

Tax Identification Number: 82-5331394
(Please complete and return attached W-9)

CONTACT INFORMATION:

Name of Contact: Mike Campbell

Mailing Address: PO Box 615
Eagar Az 85925

Telephone Numbers: Regular: n/a Cell: 245 2545

Alternate Contact & Phone Number: _____

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

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

RESERVED FOR COMMITTEE/TOWN USE

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

SPRINGERVILLE TOURISM TAX COMMITTEE	SPRINGERVILLE TOWN COUNCIL
By majority vote, this request has been	By majority vote, this request has been
Approved: <u>X</u>	Approved: _____
Denied: _____	Denied: _____
Amount: <u>500.00</u>	Amount: _____
Date: <u>3/1/21</u>	Date: _____
Chair/Vice-Chairperson: <u>Brenda Leford</u>	Mayor/Vice-Mayor: _____

PLEASE COMPLETE THE QUESTIONS ON THE NEXT PAGE OF THE APPLICATION

TOWN OF SPRINGERVILLE
Tourism Tax Committee
Application for Funds
Page 2

Please attach any available flyers, posters, etc.

1. Is the total amount needed being requested from the Town of Springerville? Yes No
If the answer to question #1 is no, what percentage of the total cost is the Town being asked to fund?
~~590~~ 590
2. What is the money to be used for?
Scholarship and supplies for vocational students at RVHS
3. How will the residents of Springerville benefit from this event?
All monies go back to HS, out of town show participants stay at local motels, eat at local restaurants.
4. What economic benefit will be gained by the Town of Springerville?
Local motels & restaurants will get business, advertising for Town of Springerville on posters and event T-shirts, also a set of trophies
5. What other efforts have been utilized to raise funds for this event?
Local businesses also sponsor as well as car show participants' entry fees
6. Estimated number of people attending per day? 140 cars in 2019 + over 1000 viewers.
7. Special Requirements (Liquor, Security, Set-up, etc)?
None
8. Insurance Requirements? None Other
If other, please explain
9. Will any monies be raised concessions, advertising, dances, meals, etc? Yes No
If yes, please describe and list estimated revenues.
10. If this is an existing event please provide a history of the event including attendance, financial, any other pertinent information.
2019 was last show. We brought in \$16,000, \$4500 went to expenses, \$4100 to scholarships and \$5950 went to welders for autoshop, FFA, Home Ec → 2020 No show but raised \$6000 which went to scholarships
11. What will the profits from the event be used for (scholarships, event promotions, etc.)?
Scholarships and this year we hope to buy equip for graphics art and woodshop

TOWN OF SPRINGERVILLE

TOURISM TAX ADVISORY COMMITTEE MEETING

Monday March 1, 2021
08:00 AM

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the members of the Springerville Tourism Tax Advisory and to the general public that the Committee will hold a meeting open to the public in the finance department at Springerville Town Hall, 418 E. Main Street, Springerville, Arizona

The Committee reserves the right to adjourn into Executive Session in accordance with Arizona Revised Statutes Section 38-431.03 (A)(1)(3) and (4) for legal consultation on any of the following agenda items.

1. **CALL TO ORDER.**
2. **PUBLIC PARTICIPATION:** Items presented during the public participation portion of this agenda cannot be acted on at this time by the Committee. Individual committee 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.

CONSENT ITEMS

3. **REPORTS:**
Approve minutes from last meeting.

NEW BUSINESS

4. **REVIEW NEW APPLICATION:** Discussion, review and recommendation to town council regarding application for funds for:
 - a. Chrome in the dome

6. **ADJOURNMENT:**

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 forty-eight (48) hours prior to the meeting to arrange necessary accommodations.

POSTED BY:

Heidi Wink

Heidi Wink, Finance Director

2/24/21

Date

Town of Springerville
Tourism Minutes
August 6, 2020
10:00 am

Tourism Committee Present: Heidi Wink, Susan Seils, Brenda Crawford & Diane Phillips

Brenda Crawford called meeting to order at 10:08 am

1. Heidi made a motion to approve the minutes from the July 13, 2020 meeting as presented, Susan seconded. Unanimous vote to approve.
2. Foundation for Little Colorado Revitalization
Diane mentioned that the application really doesn't fall under tourism but sounds like the foundation would like to increase local spending. Susan thought there might be a conflict of supporting certain businesses with tax revenue and how would the public feel about it. Heidi and Brenda agree that this really doesn't fall under tourism. Brenda also stated that tourism only receives around \$9,500 each year in tourism funds and this would take almost 50% of that. Committee is in agreeance that this is more for the Chamber of Commerce since they support local businesses and not tourism. Diane made a motion to deny the Foundations request for funding, Susan seconded. Unanimous vote to deny. Committee recommends not funding this application.
3. 2020 Rib Burn
Heidi informed the committee that this was a second application received from the Historical Society. They were only approved for \$500 instead of the \$1,500 they asked for on the last application. Susan and Brenda mentioned that we should support this event that it brings a lot of people to the community. Brenda made a motion to approve the \$500, Diane seconded. Unanimous vote to approve. Committee recommends funding this application.
4. Diane made a motion to adjourn meeting, Susan seconded. Unanimous vote to adjourn.

Meeting adjourned 10:30am

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Heidi Wink, Interim Town Manager
DATE: 3/17/2021
SUBJECT: Budget Items

SUGGESTED MOTIONS:

I move we adopt the budget adjustments items 11a, 11b, and 11c as presented.

OR

I move we table the items or not move forward

STAFF REPORT

Please see attached documentation.



Memorandum

To: Mayor & Town Council
From: Heidi Wink, Finance Director
Date: March 8, 2021
Re: FY20-21 Budget Adjustment

Due to Town Manager resigning, the finance department is requesting a FY 20-21 budget adjustment to cover the cost of the vacation pay out and severance pay.

Decrease general fund, general government dept by \$32,000 in grant match. Increase general fund, admin dept by \$32,000 in salaries and wages.



Memorandum

To: Mayor & Town Council

From: Heidi Wink, Finance Director

Date: March 8, 2021

Re: FY20-21 Budget Adjustment

Due to town hall roof damage, the finance department is requesting a FY 20-21 budget adjustment to cover the cost of a new roof.

Decrease general fund, general government dept by \$125,000 in grant match.
Increase general fund, building dept by \$125,000 in capital expenditures.



Memorandum

To: Mayor & Town Council
From: Heidi Wink, Finance Director
Date: March 8, 2021
Re: FY20-21 Budget Adjustment

Due to Airport Rd house settlement, the finance department is requesting a FY 20-21 budget adjustment to cover the cost.

Decrease general fund, general government dept by \$65,000 in contingency. Increase general fund, Mayor & Council dept by \$65,000 in settlement of property.