

TOWN COUNCIL REGULAR MEETING Wednesday, June 15, 2022 at 6:00 pm Springerville Town Council Chambers - 418 E. Main St. Springerville, AZ 85938

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

AMENDED ON 6/6/22 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:

This portion of the agenda is set aside for the public to address the Council regarding items, whether they are listed on the agenda for discussion or not. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02(H).) Comments are limited to a 3 minute time period.

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. Manager Christopher Collopy: Summary Updates & presentation(s)

5. PUBLIC HEARING:

a. AMENDED REZONE:

Discussion and possible action to enter into a Public Hearing regarding rezoning a portion of Parcel # 105-15-010H Current Zone AR-20 Agricultural Residential 20,000 sq ft lot to Zone C-1 Commercial.

6. CONSENT ITEMS:

- a. Consider approval of the proposed transfer to decrease general fund, general government dept by \$100,000 in contingency. Increase general fund, Mayor & Council dept by \$100,000 in settlement of property.as presented.
- b. Consider approval of the transfer of funds from the Towns checking account in the amount of \$500,000 to the Towns savings account (LGIP).
- c. Consider approval of the May 11, 2022 Town Council Special Meeting Minutes.
- d. Consider approval of the May 25, 2022 Town Council Work Session Minutes.
- e. Consider ratification and approval of accounts payable register from 05/04/2022-06/01/2022.

OLD BUSINESS

7. EXECUTIVE SESSION:

a. ORDINANCE 2022-003:

Consultation for legal advice regarding proposed Ordinance 2022-003 pursuant to ARS § 38-431.03 (A) (3).

b. Claims against the town by White Mountains Flower:

Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the Town's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, Update and consultation with the Town Attorney pursuant to ARS § 38-431.03 (A) (4)

c. SALE OF REAL PROPERTY:

Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of 809 W. Airport Road and 23 S. Papago pursuant to A.R.S. § 38 431.03 (7)

d. FRANCHISE FEES & AGREEMENTS:

Discussion or consultation for legal advice with the attorney regarding franchise fees & agreements pursuant to ARS § 38431.03 (3).

8. ORDINANCE 2022-003:

Discussion and possible action or direction to staff on Ordinance 2022-003 regarding the regulation of recreational marijuana in Title 17.

ORDINANCE NO. 2022-003

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF SPRINGERVILLE, ARIZONA, RELATING TO THE REGULATION OF MARIJUANA; AMENDING TITLE 17 (ZONING) OF THE CODE OF SPRINGERVILLE, ARIZONA BY AMENDING CHAPTER 17.08 (DEFINITIONS); AMENDING CHAPTER 17.68 (C-1 ZONE, GENERAL COMMERCIAL);); AMENDING TITLE 9 (TAX CODE) BY AMENDING CHAPTER 9A (PRIVILEGE AND EXCISE TAXES); PROHIBITING MARIJUANA ON PUBLIC PROPERTY; SETTING FORTH VIOLATIONS; AND PROVIDING FOR ENFORCEMENT AND PENALTIES.

9. REAL PROPERTY FOLLOWING RFP:

a. 809 West Airport Road

Discussion and possible acceptance of bid for the property located at 809 W. Airport Road, and authorize the Town Manager to execute the documents necessary to complete the transaction.

b. 23 South Papago Street

Discussion and possible acceptance of bid for the property located at 23 S. Papago St., and authorize the Town Manager to execute the documents necessary to complete the transaction.

NEW BUSINESS

10. TOURISM TAX FUNDS:

Discussion and possible action to approve the Tourism Tax application for funds in the amount of \$750 to the UTV Off-road Adventure group for the White Mountains UTV Jamboree event.

11. Transfer FAA Entitlement Funds to Scottsdale Airport

Discussion and possible action regarding the transfer of fiscal year 2019 Federal Entitlement Funds in the amount of \$150,000 to the City of Scottsdale Airport.

12. ON-CALL ENGINEERING SERVICES:

Discussion and consideration of issuance of professional service agreements for on-call engineering with Bohannan Huston Inc, Souder, Miller & Associates, Mountain Standard Inc., and EPS Groups.

13. AMENDED REZONE APPLICATION FOR PARCEL 105-15-010H:

Discussion and possible action regarding the rezoning of a portion of parcel #105-15-010H from the current Zone AR-20 Agricultural Residential 20,000 sq ft lot to Zone C-1 Commercial. Planning and Zoning will be giving a verbal recommendation.

14. AMENDED REZONE APPLICATION FOR 105-15-004A:

Discussion and possible action for rezoning of Parcel# 105-15-004A Current Zone R1-7 Single Family Residential 7500 Sq Ft Lot to Zone AR-20 Agricultural Residential 20,000 Sq Ft Lot.

15. AWARD OF WILKINS WELL DRILLING PROJECT:

Discussion and possible action to award the New Wilkins Well Drilling Project to R. Davis Drilling LLC.

16. FISCAL YEAR 22/23 TENTATIVE BUDGET:

Discussion and possible action to adopt the tentative budget for the Town of Springerville FY 22/23.

17. ADJOURNMENT:

Submitted by: _____

Posted by: _____

Members of the public who only want to provide written comments can express their comments by emailing the Town Clerk at **kmiller@springervilleaz.gov** to be read 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 06/02/2022 at 3:01 PM



AIRPORT MANAGER'S REPORT

June 1, 2022

- Recent Fuel Sales

 <u>May 2022:</u> 4,416.28 gallons (\$25,931.13)
- 2. Recent Traffic Operations
 - a. <u>May 2022</u>
 271 Total
 12 Local, 137 Itinerant, 122 Air Taxi, 0 Military
 271 GA, 0 Military
 108 Medevac
 59% Business Related
 27% Based / 73% Transient
 42 Fuel Purchases
- 3. ACIP Projects:

Runway 3/21 Reconstruction (Design): 75% design submittals have been reviewed and approved. Engineer is proceeding to 95% design.

Wildlife Fence Design & Install Phase I: The ADOT grant offer and design/administration contract with Kimley-Horn were approved by Council. All signatures have been placed on the agreements and work may begin as soon as the money has been encumbered by ADOT.

4. Comments

Our current based aircraft count is 11.

The Round Valley Aviation Expo is scheduled for Saturday, June 4th.

Sandia National Laboratories has placed testing equipment on the airport and will launch small solar balloons with acoustic recording equipment in the early hours of June 7th.



COMMUNITY SERVICES DEPARTMENT REPORT June, 2022

U of A Nutrition Program:

We've finished our cooking and nutrition classes for the school year and will begin again in the Fall. Here are a few pictures of the great kids we've been able to work with this year!

Location	Age Group	Curriculum	# Participants	# Classes
Senior Center	Seniors	Food Demo	4	1
Round Valley Elementary	Kindergarten	My Plate	94	12
Round Valley Preschool	Preschool	Color Me Healthy	31	2
Vernon Elementary	K-8	My Plate	103	9
Round Valley Middle	5-8	Field Day	350	All Day Event







May– Community Assistance and Senior Services Counts:

Senior & Meal Services		Low Income Assistance Services	
Congregate Meals	343	Food Commodity Box (households)	452
Home Delivered Meals	330	Food Cards	33
Long Term Care Meals	44	Adult Diapers	6
Indigent Meals	32	Fuel Cards – we ran out of cards	0
HEAD START Meals served	1856	LIHEAP	27
Total Meals Served	2605	Bus Pass	3
Senior Equipment	2	Rental Assistance	2
Transportation Units	242	Pet Food Bags Delivered	2
Volunteer Hours	154	Senior Food Boxes	116

UPDATES:

Our Memorial Day BBQ was on Thursday, May 26th. We served 48 meals to the seniors at the park and delivered 24 plates to homebound seniors. After the BBQ, we received a generous donation of a grill from Allen Browning. We are so grateful for this donation and we will put it to good use, serving the seniors.







Round Valley Community Services & Senior Center

356 S. Papago Springerville, AZ 85938 928-333-2516



Long bright days, brilliant summer evenings, ocean side visits, outside grills, and cool soft drink drinks. What's there not to cherish about June? Without a doubt, there's a special thing pretty much every one of the months, however, the beginning of summer, another season in your life, makes June significantly more prevalent. The month of June gives us the late spring inspiration, very much like the warm month – telling us not to sit tight for the change, rather be the change. Everyone has something qualified to develop and celebrate, forget and forgive, rediscover, and like this month.

For some, the month of June rules over other months in the year. It's the start of summer, and with it comes warm weather, oceanside escapes, and patio grills. June is the month of newness, delight, bliss, wishes, and want. There are various motivations to observe June. Indeed, make proper acquaintance with the late spring month with these Inspirational quotes for the month of June. Utilize these cheerful, inspirational, fun, and confident June quotes to bring trust, originality, and that midyear sentimentality back to your life.

Much of the stress that people feel doesn't come from having too much to do. It comes from not finishing what they've started. - David Allen

Stop a minute, right where you are. Relax your shoulders, shake your head and spine like a dog shaking off the cold water. Tell that imperious voice in your head to be still. – Barbara Kingsolver

Wine and cheese are ageless companions, like aspirin and aches, or June and moon, or good people and noble ventures." - M. F. K. Fisher

"In early June, the world of leaf and blade and flowers explodes, and every sunset is different." - John Steinbeck

"Take it easy, don't rush things. Half-year is gone, but hey, welcome, June." - Unknown

"It is better to be a young June bug than an old bird of paradise." - Mark Twain

"At midnight, in the month of June, I stand beneath the mystic moon." - Edgar Allan Poe

"If a June night could talk, it would probably boast it invented romance." - Bernard Williams

"June is the time for being in the world in new ways, for throwing off the cold and dark spots of life." – Joan D. Chittister

Happy June Everyone! - Robin Aguero, Director





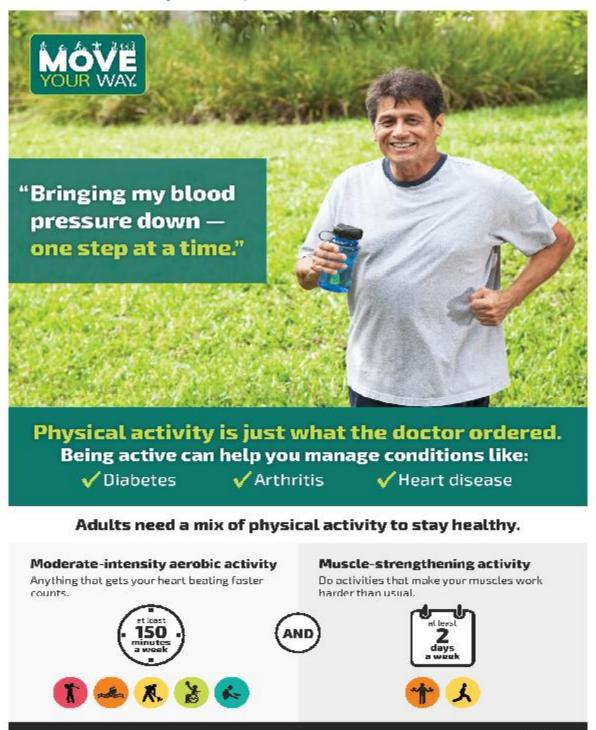
alrecipes!

Adrienne's Cucumber S	alad	Servings: 8	A She
*****		Yield: 8 servings	
	a pretty salad, peel only half of each cucumber; leaving strips or solution first and then chop the cucumber because it's impo insure proper flavoring,		d'it
1.4.56 (1.999)			
Ingredients	Directions		
4 cucumbers, thinly sliced	Step 1 less together the cucumbers and onion in a large bowl. Combine the vinegar, water and sugar in a saucepar		
1 small white onion, thinly sliced	high heat. Bring to a boil, and pour over the cucumber and		
1 cup white vinegac	be eaten at room temperature, but be sure to allow the cuo		
16 cup water	Nutrition Facts		
36 ci ip white sugar	Par Serving: 99 calorias; protein 1.1g; carbohydratas 24.9g	; fat 0.2g; sodium 4.4mg.	
L tablespoon dried dill, or to taste			

ALC: NOT

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Walk. Run. Dance. Play. What's your move? health.gov/MoveYourWay









Walk. Run. Dance. Play. What's your move? health.gov/MoveYourWay





Come join us at the Round Valley Community Services & Senior Center Monday—Thursday, 7:00 am—2:00 pm



Lunch served at 11:30

Salad Bar w/ meals Every Wednesday

Drive -Thru Food Bank

Every Tuesday

10:00 am-12:30 pm

356 S. Papago St. Springerville





Senior Food Boxes 2nd Tuesday of each month For information or to sign up: Judy Wiltbank 333-2516 x254

CREEK.

DD RAM





<u>NEVER MISS A</u> <u>NEWSLETTER</u>

If you would like to receive a copy of our newdetter via emel each month, send en quest

YO: raguero@springarvillesz.gov SUBJECT: Emgil Newslotter



DOOR TO DOOR

Local Transportation available throughout Springerville and Eagar

> Requested Donation: \$2.50/ One Way \$5.00/ Round Trip

Show Low : 1st and 3rd Friday of each month (min. 3 reservations) \$15 Charge for Round Trip

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



www.medcare360.com

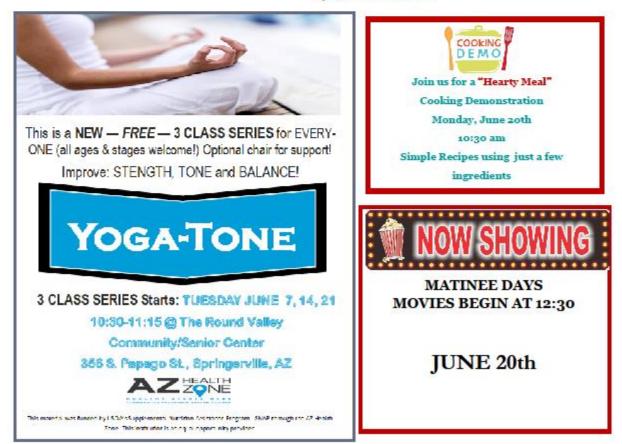




WHAT MAKES A DAD

God took the strength of a mountain, The majesty of a tree, The warmth of a summer sun, The calm of a quiet sea, The generous soul of nature, The comforting arm of night, The wisdom of the ages, The power of the eagle's flight, The joy of a morning in spring, The faith of a mustard seed, The patience of eternity, The depth of a family need, Then God combined these qualities, When there was nothing more to add, He knew His masterpiece was complete, And so, He called it ... Dad

By Unknown Author



JU	² E 2	022 M-Th 7	CENTER OPEN 7:00a.m.—2:00p.m.
MONDAY	TUESDAY	WEDNESDAY	THURSDAY
Fathers Fathers		1 Lunch served at 11:30	2 Lunch served at 11:30
6 Lunch served at 11:30	Food Bank 10:00—12:30 YOGA—Tone 10:30	8 Lunch served at 11:30	9 Lunch served at 11:30
13 Lunch served at 11:30	SENIOR BOXES 14 YOGA-Tone 10:30 Lunch served at 11:30 Food Bank 10:00-12:30	15 Lunch served at 11:30	16 Lunch served at 11:30
20 Lunch served at 11:30 Food Demo 10:30 am MATINEE-12:30	21 YOGA—Tone 10:30 Lunch served at 11:30 Food Bank 10:00—12:30	22 Lunch served at 11:30	23 Lunch served at 11:30
27	28 Lunch served at 11:30 Food Bank 10:00-12:30	29	30





MENU JUNE, 2022

Lunch Served at 11:30 a.m.

Recommended Donation - \$5 per meal Please donate what you can afford

Monday	Tuesday	Wednesday	Thursday	Friday
Our Summer Menus are subject to change. We often receive fresh produce we want to use and we also have meat and other items we would like to use over the summer.		1 BBQ Chicken Legs Sweet Potatoes Broccoli Roll Oranges	2 Beef Stew Potatoes, Carrots, Tomatoes Apple Slaw Combread Pears	3 Chicken Fettuccine Squash Medley Tossed Green Salad Garlic Bread Necturines
6 Pepperoni Pizza Green Salal w/ Tomatoes 3-Bean Salad w/ Garbanzo, Green Deans & Com Pineapple	7 Chicken Enchiladas Spinach Diced Cabbage & Tomatoes Tortillas Mixed Berries	8 Baked fish Mixed Veggies 7-Layer Salad Roll Fruit Cochtail	9 Beef Lasagna Seasoned Carots Cucumbers & Tomatoes Garlic Bread Bananas	10 Turkey Burger/ Bun Baked Beans Lettuce/ Tomatoes Summer Squash Fruit Cup
13 Egg Salad Sandwich Cole Slaw w/ Cabbage & peppers Minestrone Soup WG Bread Strawberries	14 Meat Loaf Mashed Potatoes Sliced Tomatoes Seasoned Carrots WW Bread Tropical Fruit	15 Herb Baked Chicken Green Beans Romaine Salad Cornbread Orange	16 HamburgenBun Lettuce/Tomato/ Pickles Baked Beans Pears	17 BBQ Pork Ribs Sweet Potatoes Tossed Green Salad Roll Fruit Cup
20 Turkey & Cheese Sandwich Glazed Beets Broccoli <i>Orange</i>	21 Salisbury Steak Mashed Potatoes w/ gravy, Roll Steamed Carrots Peaches	22 Chicken Taquitos Pinto Beans Lettuce/Tomato Fruit Cocktail	23 Pork Roast Mashed Potatoes/Gravy Bread Spinach Applesauce	24 Southwest Chicken Salad Black beans & Com Muxed Greens Tortilla
27 Beef Tacos w/ Cheese Lettuce & Tomato Pears	28 Oven Fried Chicken/Roll Mashed Potatoes Steamed Carrots Pineapple	29 Beef Chili w/ Hamburger Bread Broccoli Peaches	30 Hamburger Casserole Roll, Green Beans Lettuce/Tomato Mandarin Oranges	

Services are funded by the Older Americans Act, SSBG funds and the State of Arizona. Punding is allocated on a regional basis from the Arizona Department of Economic Security, Division of Aging and Adult Services (DAAS) to Area Agencieson Aging. Eligibility for programs: Seniors or adults with disabilities. Additional requirements may vary by program. Client contributions are encouraged and are vital for continuation of the programs. Language assistance and alternate forms of communication are available upon request Under Titles VI and VII of the Ovill Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities. At of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *Area Agency on Aging NACOG* prohibits discrimination in admission, program, services, activities or employment based on race, color, religon, exe, sational origin, ge, and disability. Area Agency on Aging NACOG must make a reasonable accommedation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are analiable upon request to individuals with cisabilities.

Springerville Fire Department Council Report June 15th 2022

Quarter 2 Apr. 1-June 30	2022
Burn Permits Issued	0
Calls For Service	28
Breakdown of C	Calls For Service
Fire and Fire Related	3
Prescribed Burns	0
Medical	4
MVA	3
Wildland Assignments	1
Good Intent Call	6
Service Calls	5
Inspections	0
Hazardous Conditions	0
False Alarms	6

1. Springerville Fire Department Quarter 1 Calls

- 2. Fire department participated in Eagar days. Passed out fire prevention material and had the fire truck out on display.
- 3. Fireworks will be on July 2nd. Fire department personal have started the prepping process at the airport. As of right now fireworks are still on.
- 4. As of May 26^{th,} Apache county has moved into Stage 2 Fire restrictions
- 5. The fire department participated in the placing flags on Memorial Day.
- 6. The fire department participated in the Aviation expo at the Airport.



Report for May 2022

Springerville Heritage Center & Casa Malpais Archaeological Park

- Visitor counts picked up again in the month of May. The visitor count in April was approximately 343 visitors (the Round Valley Third Grade Class is part of this number).
- Revenue generated from Casa Malpais site tours was approximately \$647.
- The Round Valley Third Grade Class visited both the Casa Malpais site and the Heritage Museum. The kids all had a great time and sent some really sweet Thank You Notes. I have attached a handful for your review. There were far too many to scan them all. It was a great day for the kids and all of us as well.
- The annual Open House for Casa Malpais was scheduled to take place on Saturday May 28th. Unfortunately, due to high winds, the event had to be cancelled. We are hoping to re-schedule the Open House sometime in the fall when the winds are not as high and the temps are not too high either.
- Again, the feedback from patrons regarding the Museum and Casa was extremely positive in May. I hear over and over how amazed people are that we have such an incredible museum and a premier archaeological site in such a small community.

Thank You!

Dear Casa Malpaís and Museum Volunteers, Chank you for being my tour guide. really liked petrogliphs and what the one were the pointed 10C ike o wore the sun you Span and poilpd be only was on the right HA be Summer and it LA QUIL Mds to it ment it was winter. Was really fun to leaven that. the _ also big rock building were they would have bid_ Ceremonies and big meetings about things to the ike what is going to happen the other tribe and how to fight is going to attack. I am very thankful (Coo) thing to me the for showing all Sincerely, Jeft Finch Dear Casa Malpais and Museum Volunteers,

Thank You!

hankyou for letting us go or the hika and letting us size the copi artifacts in the Muszm. Thank you for being an owspace tour quite and telling us see the petrogliphs and pattery it was really. ful I had great time exploring Clasa Malpais. My favorite thing in the mussen was the pattery. The designs on the pottery were really cool the designs really caught my eye. My faibrite piece of poltery was the poltery piece that looks like scales. In the Fiera T. was kind of imagineing what it would be with a rook a fire pit, and all the people in there. Thank you for relling me see all the cool houses and other buillings at Casa Thankyou for showing me all the deep holes untitle hock walls they built. Thankyou all for intruducing me to all the things at Casa Malapais Thankyou all!

Sincerely, Braelynn

Bernadette

Thank You!

Dear Casa Malpaís and Museum Volunteers,

hank you for the amazing We loved every Minute of. Favisite part was the museum learned that Maitve Americans Work to builed homes. had to them Selfs, and the pottery Was Jase drawing for actally <u>a.</u>____ α thousends of years ago to Collect ot S of Water: 1 Ve learend alot today about Lasa Malpais QA Vailve Americans. Again Ne Thank helping for of VOU Malpais for Jasa. MUSEUM Jolunteers, +he Sincerely,

Berna

Mame Robert

Thank You!

Dear Casa Malpais and Museum Volunteers,

hallk Your for the Amazing +ľa had MA the best hope da 1 OV0V $^{\circ}Ah 90$ because that Wing the ΛŊ thip ever. eached Ne Americant MAT Hery, thankyou for [Y Y Amoring fial $\sqrt{2}$

Sincerely, Jap Jah

Thank You!

Dear Casa Malpais and Museum Volunteers, <u>Thank you for the great experience. The</u> <u>mystery stairs were fun. It was way more fan</u> <u>than flat top. The ruins were amazing. The museum</u> <u>Mas fan top. We all had fun. Best time ever!</u>

Sincerely, Jay

Thank You!

Dear Casa Malpaís and Museum Volunteers, <u>Thank you for letting usgo to</u> <u>Casa Malpais, Thanks For letting</u> <u>us see the museum. I like your</u> <u>generosity. I had a great experience.</u> <u>I liked seeing all the Native Ameracian</u> <u>stuff. I liked the hike even if it</u> <u>Was tiring. It was so beautiful.</u>

hank you so much!

Sincerely, Ella



Springerville Police Department Agenda Items and staff report

1. Springerville Police Department Stats

	April 2022	May 2022	Total
Calls for service:	101	162	263
Self-initiated Calls	51	116	167
Citizen:	6	14	20
Agency Assist:	37	59	96
Speed citations:	3	11	14
Nonmoving	4	2	6
Crim Speed:	0	0	0
Total traffic citations:	7	9	16
Verb warning:	21	40	61
Traffic Accidents	5	1	6
Written Warning:	8	19	27
DUI	1	3	4
Felony Cases	9	6	15
Misdemeanor	8	10	18
DV	4	3	7
Arrests	4	5	9

- 2. We are waiting for a final approval for the CARESAZ grant. This industrial size incinerator will allow us to properly dispose of dangerous drugs collected as evidence and prescription medication/drugs collected in our prescription drug drop off box.
- 3. We are currently working send Lee Bell to the academy which starts in July.

4. Officer Bryan Holmes has completed his Field Training Program and is working the road on his own.



TOWN OF SPRINGERVILLE

"GATEWAY TO THE WHITE MOUNTAINS

APPLICATION FOR REZONING

Jon Aven

Name of Applicant(s) (Applicant must be the legal owner or Show Power of Attorney)

PO Box 1001

Springeruille Az 85438 Applicant Mailing Address

970-759-9977

Applicant Telephone Number(s)

as on behalf of Jon Avery Signature of Applicant(s)

5-18-2022

Date

Fee: \$ <u>200 ²²</u> 01-4007
Received By: <u> </u>
Date Stamp: RECEIVED
MAY 1 7 2022

Neighborhood Meeting:	
P&Z Hearing:	_ Approved: Y N
Council Hearing:	_Approved: Y N
Effective Date of Change:	
Confirmed By:	

All documentation MUST be submitted before an application is complete

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact your local office; TTY/TDD Services: 7-1-1.

A portion of 105-15-010H Parcel Number(s)

(Attach legal description) Not yet assigned

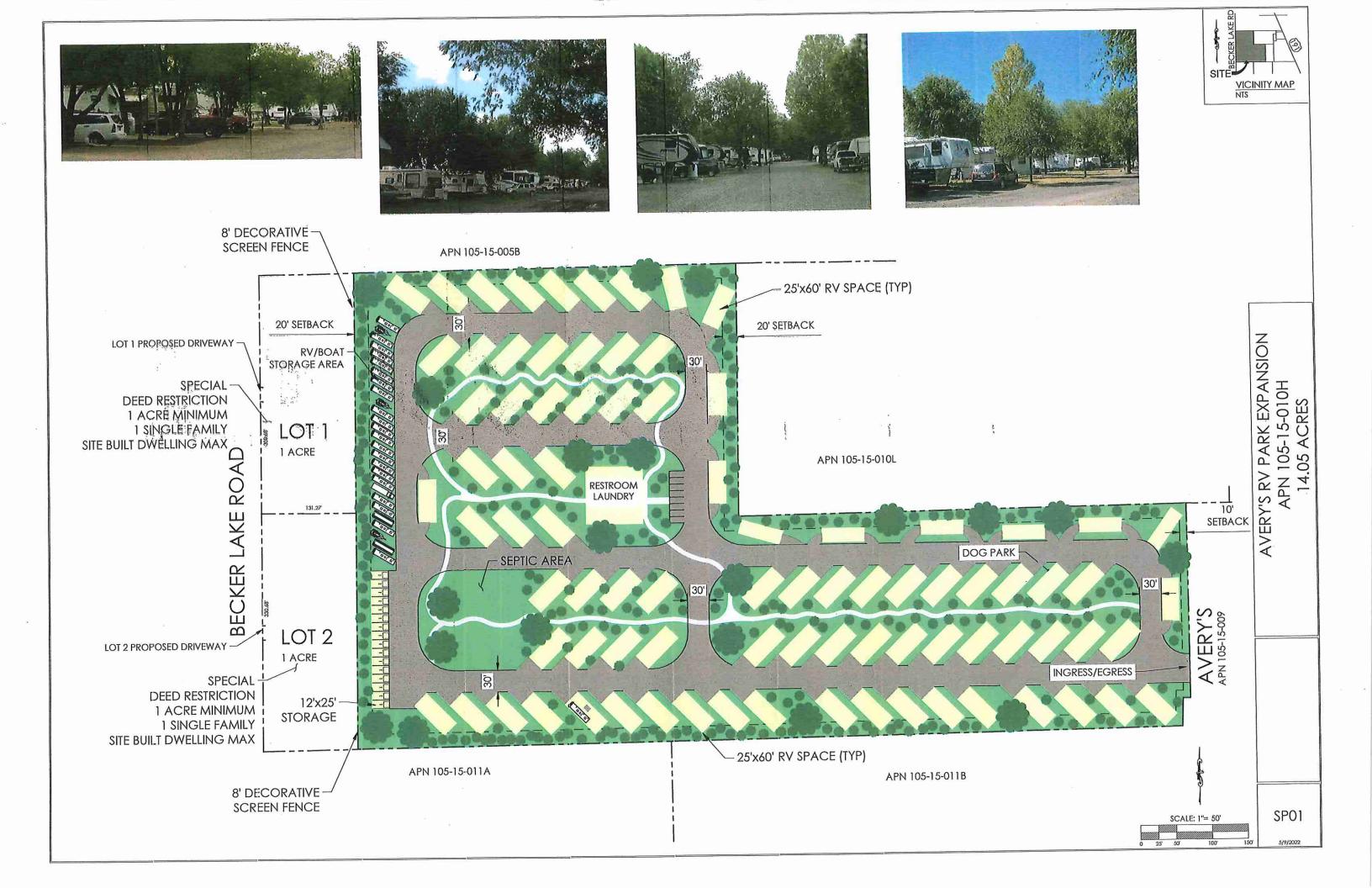
Property Address

Agricultural Residential AR-20

Current Zoning Classification

General Commericial Requested Zoning Classification See Page 2 for required documentation

Joseph Jarvis 928 6993485



TOWN OF SPRINGERVILLE MEMORANDUM

TO:	Springerville Town Council
FROM:	Kelsi Miller / Town Clerk
DATE:	6/15/2022
SUBJECT:	Consent Item(s)

SUGGESTED MOTIONS:

I move we adopt consent items 6a, 6b, 6c, 6d, and 6e as presented.

OR

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

STAFF REPORT

Please see attached documentation.



Memorandum

To:	Mayor & Town Council
From:	Heidi Wink, Finance Director
Date:	June 15, 2022
Re:	FY21-22 Budget Adjustment

Due property settlement by airport, the finance department is requesting a FY 21-22 budget adjustment to cover the cost.

Decrease general fund, general government dept by \$100,000 in contingency. Increase general fund, Mayor & Council dept by \$100,000 in settlement of property.



Memorandum

To:	Mayor & Town Council
From:	Heidi Wink, Finance Director
Date:	May 24, 2022
Re:	Transfer of Funds

The finance department would like to transfer funds from the towns checking to the towns savings (LGIP) account. The balance of the checking account as of 05/24/22 is \$6,230,430. Finance would like to transfer \$500,000. The towns checking does not earn interest but the LGIP account does.



TOWN COUNCIL SPECIAL MEETING

Minutes Wednesday, May 11, 2022 at 6:00 pm Springerville Town Council Chambers - 418 E. Main St. Springerville, AZ 85938

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

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

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE:

Minutes:

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

2. ROLL CALL:

Minutes:

The Town Clerk completed a roll call. Councilor Douglas Henderson - Present, Vice Mayor Robert MacKenzie - Present, Mayor Phil Hanson - Present, Councilor Richard Davis - Present A quorum is present.

3. PUBLIC PARTICIPATION:

Minutes:

Kay Dyson of Springerville gave an update on the Community Day of Service. It was a great success. They collected 70 bags of trash along the road. She thanked Shane Phillips and Dayson Merrill for spending their Saturday cleaning a yard for a disabled individual. She thanked Abe Martinez of Martinez Management for supplying breakfast for all of the volunteers.

Ter<mark>ry S</mark>hove of Springerville updated Coun</mark>cil that last night they had a scholarship

dinner and \$2.8 million were given to students from 35-40 different community colleges and universities. This does not account for all scholarships as they are still processing some. Next, she reported that High School graduation will be next Wednesday, the 18th. She applauded the teachers and the school on what a great job they are doing. She next reported that they had a very exciting day at the Little Colorado Meats facility, they slaughtered their first cow. They had their USDA food safety training, and the inspection went very well. Once utilities are completed, they will be open for business.

Gabriel Candelaria addressed the Mayor and Council and announced out of 10-13 applicants Ms. Wendy Chavez will be the next postmaster.

Monica Boehning a 40-year resident of Round Valley addressed the Mayor and Council. She explained she has lived, worked, kept her mailing address, and shops all in Springerville. Her house of Worship is in Springerville as well as the 4 charitable organizations she contributes to. She pointed out that she obviously cares greatly about her friends and associates who live and run businesses in Springerville. She is here because Council plans to vote on Proposed marijuana Ordinance 2022-003 tonight. She strongly believes Mayor Hanson should recuse himself from the vote. She explained she feels Mayor Hanson has shown on more than one occasion that he has personal interests in commercial marijuana being permitted in Springerville. He signed an employment contract with White Mountain Flower LLC., while serving as the Mayor who signed their long-term lease agreement for the marijuana farm. She gave the Clerk 2 documents for the record. She further explained these 2 forms and a map showing the property where Mayor Hanson resides was listed twice by Greener Future LLC in its potential application's to the AZ Dept. of Health to obtain a license for running an Adult Use marijuana dispensary. She said her legal counsel advises that the burden of proof is upon Mayor Hanson to show that he or his immediate family members would not financially benefit from this license application nor from the passage of the marijuana ordinance. Next she reported that Last October a similar marijuana dispensary license application form was used as a logical reason for recusing Planning and Zoning Commissioner Theresa Becker from further discussion and votes on all matters related to the marijuana topic within Springerville. She supplied 2 copies of the form for the public record. Minutes from the October 12th and October 27th Planning and Zoning meetings do reflect her absence due to recusal. Ms. Becker did not vote on the proposed Ordinance 2021-002 a marijuana ordinance. Ms. Boehning said based on this evidence and precedent already set, she contends that Mayor Hanson not be allowed to vote on this similarly related ordinance tonight. Terry Candelaria a Springerville business owner addressed the Mayor and Council. Ms. Candelaria pointed out that the few people in the room do not represent the entire town. For the last four days she has been talking to locals and gathering signatures from those who support adult use marijuana in Springerville. She handed the Clerk those signatures for the record. She further explained that there are business owners and well-respected people that support this but do not come to the meetings because they are afraid of back lash. She said everyone should feel like they have the freedom

to have a voice.

Luke Gallager from Life in Christ church addressed the Mayor and Council. He said he is pleading with them to please not allow marijuana in our Town. He has a son in prison and a daughter on drugs and it all started with marijuana. He stated we do not need this in our community or alcohol. He expressed he wishes we could ban alcohol as well.

Mary Elliott of Eagar addressed the Mayor and Council. She urges them to protect the children in Round Valley. She pointed out that the County voted against recreational marijuana. Her brother's life was ruined because of marijuana. She asked them to please not allow it here.

Written public comments were read aloud by Vice-Mayor MacKenzie and a copy was given to the Councilors.

Written Comments:

I am speaking in support of the town of Springerville allowing the zoning for a recreational adult use cannabis facility to be allowed into the city limits. My name is A.J. Jacobs. I am an Arizona native, I am a registered republican and a precinct committeeman, I am a military veteran, I am a former EMT and am also a former police officer here in the State of Arizona. As a police officer I was in patrol for 9 years focusing on criminal interdiction and drug seizures, I was a member of the SWAT team, and I was also a detective in the Special Investigations Unit specializing in officer involved shootings, homicides and child crimes. In fact, I was part of the unit that investigated many crimes here in White Mountains, including the death of Officer Darrin Reed. I share this information with you to give you a glimpse of my conservative background and stances politically. I am here representing Arizona NORML and to speak on behalf of the medical marijuana patients and recreational users who reside in the Springerville area. Due to the injuries I sustained on the job as a police officer, I have had years of physical therapy, one spine surgery and have been prescribed every pharmaceutical opiate on the planet, which is the entire reason I am now a medical marijuana patient. Often vilified and seen as a gateway drug to harder drugs, many studies have proven that medical marijuana is in fact a gateway drug OUT of opiates and has debunked the gateway drug theory. I understand that right now, we are concerned with recreational usage by adults. I lay the foundation for my medical use to show that I also misunderstood cannabis previously before I needed it as an exit from opioids and pain. I believe It is logical to expect that medical patients in the Springerville area would go to their local adult use facility for their medication simply out of convenience due to the lack of medical dispensaries in the area As opposed to having to wait hours or sometimes a day or two for a delivery from either Show Low or the Phoenix valley. First of all I would like to say that we at Arizona NORML share the concerns of this body and the Springerville area residents in that we do not want children/preteens and teenagers to consume or have access to marijuana in any capacity unless it is for medicinal purposes under the supervision of their doctor. It cannot be denied that both adult use and medical marijuana are here to stay in the state of Arizona. It is also ironic that the sale of alcohol is allowed for

recreational purposes, yet not a natural plant simply because of 100 years of propaganda and misunderstanding. However, just like alcohol we believe in a well regulated market where adults are given the freedom to consume, if they wish. My fear as a former police officer is that if this body of government chooses to not allow an adult use cannabis facility in the area, the underground illicit market will explode. If we all remember the vaping crisis, unregulated marijuana concentrate cartridges were being funneled into the country from Mexico and ended up killing many people due to untested and unregulated chemicals. Also, it is not cannabis that is killing people, it is the opioid epidemic that is ravaging the White Mountains along with the rest of the country. I have conducted drug investigations in this area, and cannabis is not the issue. The Drug Enforcement Administration admits in their 2020 edition of Drugs of Abuse that no one has ever overdosed and died from the consumption of cannabis alone. By having a well regulated market which will bring in clean, laboratory tested products into the area, will not only create jobs and revenue for the area, but will also allow medical patients who need their medicine to have access to controlled products and prevent them from seeking underground illicit products which could further compromise their health. With this I urge you to please vote to allow an adult use cannabis facility and deal a blow to the illicit market and keep the revenue inside the town of Springerville while creating jobs and more prosperity for the area. I appreciate your time. Respectfully, A.J. Jacobs Secretary Arizona NORML ajj@arizonanorml.org

4. COUNCIL, MANAGER AND STAFF REPORTS:

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

Minutes:

No reports from the Mayor & Council.

b. Manager Chris Collopy: Summary Updates & presentation(s)

Minutes:

Manager Collopy reported that Congressman O'Halleran will be here and holding a Town Hall with Springerville Council on Monday, May 23rd at 5:30 p.m. All Council and public are welcome to share our local needs with the congressman. Next, he updated that the Arizona Corporate Commission will be at the Round Valley Auditorium on Thursday, May 26th from 4:00 p.m. to 10:00 p.m. discussing the closure of the power plants. With these two dates in mind, he told Council they need to pick a date for a budget work session. Council agreed to hold the work session on Wednesday, May 25th. Lastly, he updated that our Public Works Administrative Assistant, Stormy will be leaving the Town, her last day is tomorrow. We wish her well on her next adventure.

c. Staff Reports: Summary Updates

Minutes:

Chief of Police Dayson Merrill reported to Council. He thanked Council and Town staff for all the support to his department especially during these busy times.

For the month of April, they had 146 calls of those 64 were officer initiated, 85 were traffic, 5 accidents, and 4 felony arrests. Officer Holmes has started with the department and set to finish her FTO very soon. Next, he reported they have a great candidate for a cadet to send to the academy. That will leave the department only 1 officer shy of being fully staffed.

Fire Chief Lucas Reynolds addressed the Mayor and Council. He reported that they participated in the Chrome in the Dome event. The firefighters that were away on wildland assignments have all returned home. They are ready when the need arrives to go out again. Over the last few weeks, we have seen some red flag days. Due to the high fire danger right now, they have decided Springerville will be under level 1 restrictions until further notice. This means no burning. At this time, we plan on having 4th of July fireworks, however, if we are in level 2 restrictions, it would not be safe to have them. He next reported that we have been awarded a Northern Arizona EMS grant for an additional AED. It is his hope to eventually have one at public works, the senior center, and in all of the police cars.

5. CONSENT ITEMS:

Minutes:

ACTION: Robert MacKenzie / Richard Davis motioned to adopt consent items 5a and

5b <mark>as p</mark>resented.

DISCUSSION: None

Vote results:

Ayes: 4 / Nays: 0

- a. Consider approval of the April 20, 2022 Town Council Regular Meeting Minutes.
- b. Consider ratification and approval of accounts payable register from 4/09/2022 to 5/03/2022.

OLD BUSINESS

6. ORDINANCE 2022-003:

Minutes:

FIRST ACTION: Robert MacKenzie/ Richard Davis motioned to enter into Executive Session at 6:31 p.m. for items 6 and 8.

Ayes: 4 Nays: 0

SECOND ACTION: Doug Henderson / Richard Davis motioned to leave Executive Session and enter back into regular session at 6:48 p.m.

Ayes: 4 Nays:0

DISCUSSION: Town Attorney Tosca Henry explained that earlier during the call to the public we heard a claim that Mayor Hanson has a conflict of interest because of an application for a marijuana license that was submitted by a third party using an address associated with the Mayor. The Town of Springerville takes these types of allegations very seriously. We did discuss this. As background, the Arizona laws require that any public officer who has a substantial interest in any decision of the Council to make that interest known in the public records and refrain from participating in any manner on that matter. Following further investigation, a third party submitting an application for multiple properties throughout the town with no knowledge by the Mayor of the application, no consent, and no benefit to the Mayor or his relatives, these facts as presented do not propose an interest on the part of the Mayor in that application, and her recommendation to the Town is that this is not a conflict of interest under the current law.

a. Second reading of Ordinance 2022-003:

Minutes:

Mayor Hanson completed the second reading of Ordinance 2022-003 out loud.

b. Action on Ordinance 2022-003:

Minutes:

ACTION: Robert MacKenzie motioned to approve Ordinance 2022-003, adopting the amendments to Title 17 related to the regulation of recreational marijuana. No Second

Motioned fails due to the lack of a second.

DISCUSSION: None

7. REZONE: 105-15-0010H:

Minutes:

Mayor Hanson explained that the applicant, John Avery, has withdrawn his application for rezoning. Council will not be discussing or taking action on this item.

8. APPOINTMENT OF NEW COUNCILOR:

- a. Executive Session:
- b. Appointment of new Councilor:

Minutes:

ACTION: Robert MacKenzie / Richard Davis motioned to appoint Don Scott to fill the Council vacancy.

Discussion: None

Vote results:

Ayes: 4 / Nays: 0

NEW BUSINESS

9. AWARD OF RIVER WELL REHABILITATION PROJECT:

Minutes:

Councilor Richard Davis declared a conflict of interest and recused himself from this item.

ACTION: Robert MacKenzie / Doug Henderson motioned to waive the deadline requirement for the advertised bid and award the River Well Rehabilitation Project to

R. Davis Drilling LLC. for an amount not to exceed \$40,001.22 and authorize the Town Manager to execute the necessary documents.

DISCUSSION: Manager Collopy explained we hired an engineer to help with this project. Town Staff advertised the project. There was only one contractor interested in the project. They contacted the engineer for a bid packet. The engineer had forgotten to send the requesting contractor, Mr. Davis, the packet. They did send the packet on the bid opening date and the bidder did turn in his bid on the May 2nd. This late bid was late but at the fault of the contractor. We contacted Tosca and asked if we could accept the late bid, and she said Council could waive the due date only because it was not the fault of the bidder. This is what staff is requesting from Council.

Vote results:

Ayes: 3 / Nays: 0

10. ADJOURNMENT:

Minutes:

ACTION: Robert MacKenzie / Doug Henderson motioned to adjourn at 6:56 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 if their is a call to the public. All comments must be submitted by 5:00 p.m. on the day of the meeting.

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

Contact: Kelsi Miller, Town Clerk (kmiller@springervilleaz.gov (928) 333-2656 x 224) | Minutes published on 05/19/2022 at 12:59 PM



TOWN COUNCIL WORK SESSION

Minutes Wednesday, May 25, 2022 at 5:00 pm

 Attendees: Staff: Christopher Collopy - Town Manager, Heidi Wink
 Finance Director, Kelsi Miller - Town Clerk, Michael Larisch-Community Development, Marcie Bafford - Heritage Center,
 Sean Kienle - Airport Manager, Robert Pena Jr. -PW Foreman,
 Lucas Reynolds - Fire Chief, Dayson Merrill - Chief of Police

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

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE:

Minutes:

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

2. ROLL CALL:

Minutes:

The Town Clerk completed a roll call. Councilor Douglas Henderson - Present, Vice Mayor Robert MacKenzie - Present, Mayor Phil Hanson - Present, Councilor Donald Scott - Present, Councilor Richard Davis - Absent. A quorum is present.

NEW BUSINESS

3. FY 2022/2023 BUDGET WORKSESSION:

Minutes:

Finance Director Heidi Wink informed Council that in their binders are the schedules and each department's proposed budgets. She explained that the schedules are a summary and the individual budgets are the backup that gets you to the amounts on the schedule. Council understood. She went over the summary of big projects for the year within the General Fund, Water Fund, and Wastewater Fund. Councilor MacKenzie asked what grants will require matches as well as what the camper shells will be used for. Heidi explained the grants that will require matches and Fire Chief Lucas Reynolds explained that the camper shells will serve as incident commands. Council asked what electrical issues are we budgeting to fix. Heidi explained that when we had new ADA doors installed they pointed out some electrical issues. The Johnson/Udall room also has electrical issues, it has been explained to staff that our box is overloaded and we need to upgrade. Next Ms. Wink reviewed the Highway User Revenue Fund budget. Council asked about the crack seal equipment, it will be a 4year lease purchase item. Next, they discussed the Airport budget. Sean has a runway intersection planned, the fence, and mil and overlay for the taxiway. The papi control board is also planned for this year. The majority of projects will be grant-funded. The water budget is very basic. The big items for the water budget include starting to get radiometers, rehab a well house, and WIFA / ARPA funds/ projects. The wastewater fund will have some rehab projects and a new vehicle. Next Heidi went over the general fund and what departments are included in it. Additional revenues for the general fund will be for selling the airport house and the fire station along with the dividend from AMRRP. We did budget some settlement funds due to a pending lawsuit. Heidi reviewed the Mayor and Council, legal, magistrate, and finance budgets. Council asked what capital expenditures we plan to have in the admin budget. Heidi explained that at one point Council showed interest in trying to purchase the property next to Town Hall. Our budget reflects what it appraised for. Staff explained we have also budgeted funds in a couple of departments to get a good Geographic information system (GIS). Council next questioned if we need to budget for internet services. Manager Collopy let them know that we do not, we are back on the school's internet and trading for services. Heidi went over the police and animal controls budget. Council next discussed the fire department's budget. Lucas explained he has included a wish list within his proposed budget. Heritage Centers' budget was next reviewed. Council asked why salaries in the heritage budget had gone up so much. Heidi explained that a portion of Community Developments' salary is now being allocated to the Heritage Center during the time that Mischa is mentoring Marcie. Marcie noted that they have budgeted \$5,000 to rehab the floors in the museum but that was included in the Building Maintenance budget. Other budgeted items in the general fund include a portion of the mechanic shop and price increases for the products for mosquito spraying. Council reviewed the Airport budget. The airport manager, Sean let them know he had a part-time employee that moved to another department, he does not plan on replacing that employee to help decrease his budget. Council discussed the radiometers for the water budget. Heidi explained these will transmit the reads to staff so they are not physically going to check the meters. They will first put these in the areas where meters are in customers' back yards. Specific areas include El Cajon circle . This will make checking meter reads safer, time-efficient, and help with accuracy. The budgeted amount will include the initial software, a laptop, and the meters. Each year we will budget to get more meters until we eventually have everyone on radiometers. Next, Council asked if the

wastewater fund is still paying back the water fund? Heidi let them know they are not, they have payed off the loaned amount and are now working on getting their own reserve. She next reviewed the Tourism Tax budget. We always budget to spend what we have although we never deplete that fund. We have Santa Clause this year and have budgeted \$3,000 for that event. The Municipal Property Corporation fund is where we make payments on the loans for the fire station and the new firetruck. We have budgeted for some additional grants this year, we have the airport grants and we hope to be able to secure some public works grants for road improvements. Next she explained the Senior Center / Community Services budget and how the majority of this budget is grant-funded. The Town of Springerville contributes about \$42,000 and the Town of Eagar contributes about \$25,000. Heidi and Robin Aguero the Community Services director explained what grants they currently have and what grants they are anticipating.

4. ADJOURNMENT:

Minutes:

ACTION: Robert MacKenzie / Donald Scott motioned to adjourn at 6:00 p.m. DISCUSSION: None **Vote results:**

Ayes: 4 / Nays: 0

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

Contact: Kelsi Miller, Town Clerk (kmiller@springervilleaz.gov (928) 333-2656 x 224) | Minutes published on 06/02/2022 at 9:55 AM



NSC 38888888

Town of Springerville

"Gateway to the White Mountains"

Council Meeting June 15, 2022

Check Register

Total Expensed Dollar Amount for Consent Agenda	\$426,327.16
Pay Period End 05/07/22 & 05/21/22	\$161,754.91
05/04/22 thru 06/01/22 Accounts Payable Expenses	\$264,572.25

Total Revenue Received 05/04/22 thru 06/01/22 \$440,328.79

Balances on all cash accounts as of June 1, 2022

Checking Account	\$6,304,226.38
LGIP Savings	\$3,035,099.50

Check Register - Consent Agenda AP's Check Issue Dates: 5/4/2022 - 6/1/2022

Report Criteria:

Report type: GL detail

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
05/04/2022	99190	Albertsons / Safeway	General Food PO#10555	29.53	20-260-5060
05/04/2022	99190	Albertsons / Safeway	General Food PO#10555	25.28	20-260-5060
05/04/2022	99190	Albertsons / Safeway	General Food PO#10555	20.02	20-260-5060
05/04/2022	99190	Albertsons / Safeway	General Food PO#10676	26.42	55-430-5060
05/04/2022	99190	Albertsons / Safeway	General Food PO#10676	20.54	55-430-5060
05/04/2022	99190	Albertsons / Safeway	General Non-Food PO#10677	13.98	20-260-5089
05/04/2022	99190	Albertsons / Safeway	General Food PO#10677	122.14	20-260-5060
05/04/2022	99190	Albertsons / Safeway	General Food PO#10678	64.44	20-260-5060
05/04/2022	99190	Albertsons / Safeway	General Food PO#10678	23.16	20-260-5060
05/04/2022	99190	Albertsons / Safeway	General Food PO#10679	70.97	15-235-5060
05/04/2022	99190	Albertsons / Safeway	General Food PO#10680	79.73	20-260-5060
05/04/2022	99190	Albertsons / Safeway	General Food PO#10682	37.54	55-430-5060
05/04/2022	99190	Albertsons / Safeway	General Food PO#10683	5.14	20-260-5060
05/04/2022	99190	Albertsons / Safeway	General Food PO#10683	41.75	20-260-5060
05/04/2022	99191	Ascent Aviation Group, Inc.	Equiptment Rental - May 2022	350.00	04-180-5023
05/04/2022	99192	AZ Dept of Corrections	Inmate Labor-Parks & Cemetery	37.50	01-160-5077
05/04/2022	99192	AZ Dept of Corrections	Inmate Labor - HURF	87.50	02-170-5077
05/04/2022	99192	AZ Dept of Corrections	Inmate Labor - Water	50.00	10-210-5077
05/04/2022	99192	AZ Dept of Corrections	Inmate Labor - Sewer	37.50	11-215-5077
05/04/2022	99192	AZ Dept of Corrections	Inmate Labor - Senior Center	37.50	22-270-5077
05/04/2022	99193	Beard Brothers Auto Glass	Tahoe Back Window PO#10713	100.00	02-170-5024
05/04/2022	99194	Better Birdwatching	SW birdwatching DVD PO#10262	65.50	01-150-5076
05/04/2022	99195	Blue Hills Env Assn Inc.	May 2022 Services - Admin	41.49	01-115-5018
05/04/2022	99195	Blue Hills Env Assn Inc.	May 2022 Services - Fianance	12.67	01-120-5018
05/04/2022	99195	Blue Hills Env Assn Inc.	May 2022 Services - P&Z	12.67	01-125-5018
05/04/2022	99195	Blue Hills Env Assn Inc.	May 2022 Services - PD	12.67	01-130-5018
05/04/2022	99195	Blue Hills Env Assn Inc.	May 2022 Services - AC	32.41	01-135-5018
05/04/2022	99195	Blue Hills Env Assn Inc.	May 2022 Services - Fire	59.41	01-140-5018
05/04/2022	99195	Blue Hills Env Assn Inc.	May 2022 Services - HC	25.34	01-150-5018
05/04/2022	99195	Blue Hills Env Assn Inc.	May 2022 Services - Parks	58.41	01-160-5018
05/04/2022	99195	Blue Hills Env Assn Inc.	May 2022 Services - HURF	44.00	02-170-5018
05/04/2022	99195	Blue Hills Env Assn Inc.	May 2022 Services - AP	59.41	04-180-5018
05/04/2022	99195	Blue Hills Env Assn Inc.	May 2022 Services - Water	44.00	10-210-5018
05/04/2022	99195	Blue Hills Env Assn Inc.	May 2022 Services - Sewer	59.41	11-215-5018
05/04/2022	99195	Blue Hills Env Assn Inc.	May 2022 Services - SC	59.41	22-270-5018
05/04/2022	99196	Car Quest	Oil/Greace PO#10394	11.32	01-140-5024
05/04/2022	99196	Car Quest	2" Fill Tank Cap PO#10394	34.90	01-140-5024
05/04/2022	99196	Car Quest	[Credit] Return Fill Cap PO#10394	34.90-	01-140-5024
05/04/2022	99196	Car Quest	[Credit] Return Fill Cap PO#10394	34.90-	01-140-5024

Check Register - Consent Agenda AP's Check Issue Dates: 5/4/2022 - 6/1/2022

Page: 2 Jun 01, 2022 11:06AM

heck Issue Date	Check Number	Payee	Description	Amount	Invoice GL Accoun
05/04/2022	99196	Car Quest	2" Fill Tank Cap PO#10394	34.90	01-140-5024
05/04/2022	99197	Dana Kepner Company	3/4 " PJ Coupling x12 PO#10706	404.28	10-210-5129
05/04/2022	99197	Dana Kepner Company	3/4" Meter Coupling x12 PO#10706	198.36	10-210-5129
05/04/2022	99197	Dana Kepner Company	Taxes	50.80	10-210-5129
05/04/2022	99197	Dana Kepner Company	Hwy 60 Sewer Exp.: 6x4" PVC x2 PO#10708	95.20	11-215-5067
05/04/2022	99197	Dana Kepner Company	Hwy 60 Sewer Exp.: 8x4 PVC x1 PO#10708	68.44	11-215-5067
05/04/2022	99197	Dana Kepner Company	Hwy 60 Sewer Exp.:4" PVC x1 PO#10708	13.62	11-215-5067
05/04/2022	99197	Dana Kepner Company	Hwy 60 Sewer Exp.:4" Sewer Cap x2 PO#10708	17.54	11-215-5067
05/04/2022	99197	Dana Kepner Company	Hwy 60 Sewer Exp.:6" Sewer Cap x1 PO#10708	16.48	11-215-5067
05/04/2022	99197	Dana Kepner Company	Hwy 60 Sewer Exp.:20'x8" Sewer Pipe x5 PO#10708	1,225.00	11-215-5067
05/04/2022	99197	Dana Kepner Company	Hwy 60 Sewer Exp.:4"x20" Sewer Pipe x12 PO#10708	698,40	11-215-5067
05/04/2022	99197	Dana Kepner Company	Hwy 60 Sewer Exp.:12" Repair Clamo x1 PO#10708	219,68	11-215-5067
05/04/2022	99197	Dana Kepner Company	Taxes	179.95	11-215-5067
05/04/2022	99197	Dana Kepner Company	PVC Coupling 6" x6 6.06941.00	128.52	11-215-5129
05/04/2022	99197	Dana Kepner Company	PVC Sewer Coupling w/Stops x6 PO#10707	70.32	11-215-5129
05/04/2022	99197	Dana Kepner Company	6x4 Sewer Reducer x6 PO#10707	289,68	11-215-5129
05/04/2022	99197	Dana Kepner Company	6" Sewer Cleanout Adaptor x6 PO#10707	180.48	11-215-5129
05/04/2022	99197	Dana Kepner Company	6" Sewer Plug x6 PO#10707	116.64	11-215-5129
05/04/2022	99197	Dana Kepner Company	6x4 Concentric Reducer x6 PO#10707	289.68	11-215-5129
05/04/2022	99197	Dana Kepner Company	8" PVC Coupling x6 PO#10707	197.76	11-215-5129
05/04/2022	99197	Dana Kepner Company	8x4 Reducer x6 PO#10707	401.22	11-215-5129
05/04/2022	99197	Dana Kepner Company	8" Sewer Cap x6 PO#10707	201.60	11-215-5129
05/04/2022	99197	Dana Kepner Company	8x6 Eccentric Reducer x6 PO#10707	440.22	11-215-5129
05/04/2022	99197	Dana Kepner Company	8" Coupling w/Stops x3 PO#10707	228.96	11-215-5129
05/04/2022	99197	Dana Kepner Company	8" Clay x PVC Coupling x6 PO#10707	98.88	11-215-5129
05/04/2022	99197	Dana Kepner Company	6" Clay x PVC Coupling x6 PO#10707	128.52	11-215-5129
05/04/2022	99197	Dana Kepner Company	4" Sewer Bell Adaptor x10 PO#10707	63.70	11-215-5129
05/04/2022	99197	Dana Kepner Company	4" Screw plug x10 PO#10707	38.50	11-215-5129
05/04/2022	99197	Dana Kepner Company	Taxes	242.34	11-215-5067
05/04/2022	99198	Davis Hardware	Marking Paint- Bl/Gr/Wh x15 PO#10399	39.22	02-170-5030
05/04/2022	99198	Davis Hardware	Marking Paint- Bl/Gr/Wh x15 PO#10399	39.22	10-210-5030
05/04/2022	99198	Davis Hardware	Marking Paint- Bl/Gr/Wh x15 PO#10399	39.22	11-215-5030
05/04/2022	99198	Davis Hardware	Surge Protector PO#10710	32.72	01-145-5062
05/04/2022	99198	Davis Hardware	Arbor Day - Tree/Bags x2/ Soil PO#10705	142,98	01-160-5047
05/04/2022	99198	Davis Hardware	Tax PO#10705	13.01	01-160-5047
05/04/2022	99198	Davis Hardware	[Credit] Sale/Discount PO#10705	4.00-	01-160-5047
05/04/2022	99198	Davis Hardware	Digital Timer/ Union SCH 40 PO#10711	49.58	01-160-5047
05/04/2022	99198	Davis Hardware	Tax PO#10711	4.51	01-160-5047
05/04/2022	99198	Davis Hardware	4x6 US Flag x2 PO#10714	87,26	01-145-5062
05/04/2022	99198	Davis Hardware	Cleaning Supplies - AP House PO#10820	85.87	01-145-5059
05/04/2022	99199	David, Verna	Necklace PO#10825	65.10	01-000-2006
05/04/2022	99200	Rusty Childress	Matted Print PO#10826	45.50	01-000-2006

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05/04/2022	99201	Sandra Lunt	Joseph Udall Book PO#10827	9.80	01-000-2006
05/04/2022	99202	Muth PLS, Daniel R	Survey of 23 S Papago PO#10822	1,669.00	01-115-5012
05/04/2022	99203	Napa Auto Parts	SC - Serpentine Belt/Washer PO#10393	50,15	42-365-5024
05/04/2022	99203	Napa Auto Parts	HURF - Filters PO#10393	171.51	02-170-5061
05/04/2022	99203	Napa Auto Parts	HURF - Filters PO#10393	438.73	02-170-5061
05/04/2022	99203	Napa Auto Parts	HURF - Rot T4 vPO#10393	65,43	02-170-5061
05/04/2022	99203	Napa Auto Parts	HURF - Fuel Filter PO#10393	29.09	02-170-5061
05/04/2022	99203	Napa Auto Parts	Water - Hindge/Freight/Latch PO#10393	415.50	10-210-5061
05/04/2022	99203	Napa Auto Parts	HURF - Oil/Filters PO#10393	97.59	02-170-5024
05/04/2022	99203	Napa Auto Parts	HURF - Oil/Filters/ROT PO#10393	390.92	02-170-5061
05/04/2022	99203	Napa Auto Parts	Sewer - Oil/Filters PO#10393	41.58	11-215-5061
05/04/2022	99203	Napa Auto Parts	Sewer - Lucas Oil/NAPA Non-Deter PO#10393	34.37	11-215-5061
05/04/2022	99203	Napa Auto Parts	Fire - Valve PO#10393	175.02	01-140-5024
05/04/2022	99203	Napa Auto Parts	Fire = Wiring Harness/Glow Plug PO#10393	243.29	01-140-5024
05/04/2022	99203	Napa Auto Parts	Fire - Fuel Injector/Core Deposit PO#10393	639,86	01-140-5024
05/04/2022	99203	Napa Auto Parts	Fire - [Credit] Core Deposit Return PO#10393	255.29-	01-140-5024
05/04/2022	99203	Napa Auto Parts	HURF - Hose Clamp Pliers PO#10393	67.63	02-170-5028
05/04/2022	99203	Napa Auto Parts	Fire - Gauge/Filter/ROT T4 PO#10393	252,35	01-140-5024
05/04/2022	99203	Napa Auto Parts	Fire - Filters/Stiction Eliment/Antifreeze PO#10393	180.63	01-140-5024
05/04/2022	99203	Napa Auto Parts	PD - Oil/Filters PO#10393	89.44	01-130-5024
05/04/2022	99203	Napa Auto Parts	AP - Window Handles PO#10393	39.55	04-180-5061
05/04/2022	99203	Napa Auto Parts	AP - [Credit] Warranty Return PO#10393	29.45-	04-180-5061
05/04/2022	99203	Napa Auto Parts	AP - Lucas Oil/Brakleen PO#10393	57.38	04-180-5024
05/04/2022	99203	Napa Auto Parts	PD - Oil/Filters/Washer Fluid PO#10393	108,74	01-130-5024
05/04/2022	99203	Napa Auto Parts	HURF - RTU/Coolant	41.57	02-170-5024
05/04/2022	99204	PowerDMS, Inc.	Digital Management Software PO#10654	5,079.16	01-130-5025
05/04/2022	99205	Standard Insurance Co, RA	00 156419 0003 May 22 - Admin	64.80	01-115-5004
05/04/2022	99205	Standard Insurance Co, RA	00 156419 0003 May 22 - Finance	48.64	01-120-5004
05/04/2022	99205	Standard Insurance Co, RA	00 156419 0003 May 22 - P&Z	32.40	01-125-5004
05/04/2022	99205	Standard Insurance Co, RA	00 156419 0003 May 22 - PD	237,12	01-130-5004
05/04/2022	99205	Standard Insurance Co, RA	00 156419 0003 May 22 - AC	23.48	01-135-5004
05/04/2022	99205	Standard Insurance Co, RA	00 156419 0003 May 22 - Fire	66.11	01-140-5004
05/04/2022	99205	Standard Insurance Co, RA	00 156419 0003 May 22 - Bldg Maint	19.27	01-145-5004
05/04/2022	99205	Standard Insurance Co, RA	00 156419 0003 May 22 - HC	28.89	01-150-5004
05/04/2022	99205	Standard Insurance Co, RA	00 156419 0003 May 22 - Shop	15.43	01-155-5004
05/04/2022	99205	Standard Insurance Co, RA	00 156419 0003 May 22 - Parks	14.20	01-160-5004
05/04/2022	99205	Standard Insurance Co, RA	00 156419 0003 May 22 - HURF	98.66	02-170-5004
05/04/2022	99205	Standard Insurance Co, RA	00 156419 0003 May 22 - SC	29.16	03-175-5004
05/04/2022	99205	Standard Insurance Co, RA	00 156419 0003 May 22 - AP	32.40	04-180-5004
05/04/2022	99205	Standard Insurance Co, RA	00 156419 0003 May 22 - Water	113.38	10-210-5004
05/04/2022	99205	Standard Insurance Co, RA	00 156419 0003 May 22 - Sewer	77.13	11-215-5004
05/04/2022	99205	Standard Insurance Co, RA	00 156419 0003 May 22 - UofA SNAP	29,38	55-430-5004

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05/04/2022	99206	Sunstate Technology Group	Admin- Computer Services May 2022	323.60	01-115-5036
05/04/2022	99206	Sunstate Technology Group	Finance- Computer Services May 2022	323.60	01-120-5036
05/04/2022	99206	Sunstate Technology Group	CD- Computer Services My 2022	161,80	01-125-5036
05/04/2022	99206	Sunstate Technology Group	PD- Computer Services May 2022	1,132.58	01-130-5036
05/04/2022	99206	Sunstate Technology Group	Fire- Computer Services May 2022	647.20	01-140-5036
05/04/2022	99206	Sunstate Technology Group	HC- Computer Services May 2022	323.60	01-150-5036
05/04/2022	99206	Sunstate Technology Group	HURF- Computer Services May 2022	647.20	02-170-5036
05/04/2022	99206	Sunstate Technology Group	AP- Computer Services May 2022	323,60	04-180-5036
05/04/2022	99206	Sunstate Technology Group	Water- Computer Services May 2022	161,80	10-210-5036
05/04/2022	99206	Sunstate Technology Group	Sewer- Computer Services May 2022	161,80	11-215-5036
05/04/2022	99206	Sunstate Technology Group	SC- Computer Services May 2022	161.80	17-245-5036
05/04/2022	99206	Sunstate Technology Group	SC- Computer Services May 2022	485.40	22-270-5036
05/04/2022	99206	Sunstate Technology Group	Admin- Phone Services May 2022	159.92	01-115-5016
05/04/2022	99206	Sunstate Technology Group	Finance- Phone Services May 2022	119.94	01-120-5016
05/04/2022	99206	Sunstate Technology Group	CD- Phone Services May 2022	39.98	01-125-5016
05/04/2022	99206	Sunstate Technology Group	PD- Phone Services May 2022	519.75	01-130-5016
05/04/2022	99206	Sunstate Technology Group	AC- Phone Services May 2022	39.98	01-135-5016
05/04/2022	99206	Sunstate Technology Group	Fire- Phone Services May 2022	119.94	01-140-5016
05/04/2022	99206	Sunstate Technology Group	HC- Phone Services May 2022	119.94	01-150-5016
05/04/2022	99206	Sunstate Technology Group	HURF- Phone Services May 2022	79,96	02-170-5016
05/04/2022	99206	Sunstate Technology Group	AP- Phone Services May 2022	119.94	04-180-5016
05/04/2022	99206	Sunstate Technology Group	Water- Phone Services May 2022	39,98	10-210-5016
05/04/2022	99206	Sunstate Technology Group	Sewer- Phone Services May 2022	39.98	11-215-5016
05/04/2022	99206	Sunstate Technology Group	SC- Phone Services May 2022	168.37	16-240-5016
05/04/2022	99207	Houseoply LLC/Alpine Springs LLC	Water Deposit Refund- Houseoply LLC/Alpine Springs LLX PO#1081	9 6.71	10-000-1012
05/04/2022	99208	Hermits Corner C/O Vipul Shah	Water Deposit Refund- Hermits Corner LLC PO#10821	50.00	10-000-2025
05/04/2022	99208	Hermits Corner C/O Vipul Shah	Sewer Deposit Refund- Hermits Corner LLC PO#10821	50.00	11-000-2025
05/04/2022	99209	Valley Imaging Solutions	Senior Center Machine - Contract	31.62	16-240-5061
05/04/2022	99210	Verizon Wireless	Airport Cell Phone Apr Statement	45.38	04-180-5016
05/04/2022	99210	Verizon Wireless	Water Cell Phone Apr Statement	55,90	10-210-5016
05/04/2022	99210	Verizon Wireless	Sewer Cell Phone Apr Statement	55.90	11-215-5016
05/04/2022	99210	Verizon Wireless	SC Transport Cell Phone Apr Statement	45.39	42-365-5016
05/04/2022	99210	Verizon Wireless	Fire Cell Phone Apr Statement	56.09	01-140-5016
05/04/2022	99210	Verizon Wireless	PD Cell Phone Apr Statement	56.09	01-130-5016
05/04/2022	99210	Verizon Wireless	HURF Cell Phone Apr Statement	45.76	02-170-5016
05/04/2022	99211	WMRMC	Med Clearance- E. Chee	75.00	01-130-5134
05/11/2022	99217	Aliterra Central Inc.	Triple Mag Mount PO#10816	243.23	01-125-5058
05/11/2022	99217	Aliterra Central Inc.	GPS Quick Disconnect Adapter PO#10816	73.87	01-125-5058
05/11/2022	99217	Allterra Central Inc.	Shipping/Handling plus Tax	42.52	01-125-5058
05/11/2022	99217	Allterra Central Inc.	DA2 Reciever PO#10816	375.00	01-125-5058
05/11/2022	99217	Ailterra Central Inc.	5500 Milliamp Charger PO#10816	30,00	01-125-5058
05/11/2022	99217	Allterra Central Inc.	Pouch PO#10816	20.00	01-125-5058

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05/11/2022	99217	Allterra Central Inc.	Rover Rod 2M PO#10816	179.91	01-125-5058
05/11/2022	99217	Allterra Central Inc.	Pole Clamp PO#10816	95.00	01-125-5058
05/11/2022	99217	Aliterra Central Inc.	X-Grip for Tablets PO#10816	142.00	01-125-5058
05/11/2022	99217	Aliterra Central Inc.	Double Socket Arm PO#10816	25.00	01-125-5058
05/11/2022	99217	Aliterra Central Inc.	2 hr Set up/Configuration PO#10816	300.00	01-125-5058
05/11/2022	99217	Allterra Central Inc.	Shipping/Handling plus Tax	113.01	01-125-5058
05/11/2022	99217	Ailterra Central Inc.	GPS Quick Release Adapter PO#10816	39.88	01-125-5058
05/11/2022	99218	Apache Co Treasurer	April 2022 Docket Fees	9.50	01-000-2011
05/11/2022	99219	AZ Dept of Corrections(M)	Inmate Milage-Parks & Cemetary	30.97	01-160-5077
05/11/2022	99219	AZ Dept of Corrections(M)	Inmate MilageHURF	72.27	02-170-5077
05/11/2022	99219	AZ Dept of Corrections(M)	Inmate Milage-Water	41.30	10-210-5077
05/11/2022	99219	AZ Dept of Corrections(M)	Inmate Milage-Sewer	30.97	11-215-5077
05/11/2022	99219	AZ Dept of Corrections(M)	Inmate Milage-Senior Center	30,97	22-270-5077
05/11/2022	99220	AZ State Treasurer	Magistrate Payable Apr 2022	1,674.45	01-000-2011
05/11/2022	99221	Certizona Fire & Safety	Annual Exit Light Inspection - PO#10719	191.56	01-145-5062
05/11/2022	99222	CivicPlus LLC	Fire Code Update Sup 23 PO#10582	1,061.51	01-140-5019
05/11/2022	99223	Governors Office of Highway Safety	2022 GOHS LE Conf x2 Officers PO#10661	200.00	01-130-5017
05/23/2022	99223	Governors Office of Highway Safety	2022 GOHS LE Conf x2 Officers PO#10661	200.00- \	/ 01-130-5017
05/11/2022	99224	J & J Signs & Designs	Sign Repair - Hooper Ranch Rd PO#10723	50.00	02-170-5137
05/11/2022	99225	RAGHT	May 2022 Premium - PRW	5,382.57	01-000-2020
05/11/2022	99225	RAGHT	May 2022 Premium - Admin	738.82	01-115-5004
05/11/2022	99225	RAGHT	May 2022 Premium - Finance	1,839.60	01-120-5004
05/11/2022	99225	RAGHT	May 2022 Premium - CD	1,347.79	01-125-5004
05/11/2022	99225	RAGHT	May 2022 Premium - PD	7,901.44	01-130-5004
05/11/2022	99225	RAGHT	May 2022 Premium - AC	1,322.08	01-135-5004
05/11/2022	99225	RAGHT	May 2022 Premium - Fire	3,589.81	01-140-5004
05/11/2022	99225	RAGHT	May 2022 Premium - Bidg Maint	1,326.36	01-145-5004
05/11/2022	99225	RAGHT	May 2022 Premium - HC	1,216.14	01-150-5004
05/11/2022	99225	RAGHT	May 2022 Premium - Shop	537.82	01-155-5004
05/11/2022	99225	RAGHT	May 2022 Premium - Parks	559.58	01-160-5004
05/11/2022	99225	RAGHT	May 2022 Premium - HURF	3,844.43	02-170-5004
05/11/2022	99225	RAGHT	May 2022 Premium - SC	1,192.08	03-175-5004
05/11/2022	99225	RAGHT	May 2022 Premium - AP	1,326.33	04-180-5004
05/11/2022	99225	RAGHT	May 2022 Premium - Water	3,313.69	10-210-5004
05/11/2022	99225	RAGHT	May 2022 Premium - Sewer	2,367.07	11-215-5004
05/11/2022	99225	RAGHT	May 2022 Premium - UofA SNAP	927.87	55-430-5004
05/11/2022	99226	Rhinehart Oil Co., LLC	Apr End Month - PD	478.15	01-130-5011
05/11/2022	99226	Rhinehart Oil Co., LLC	Apr End Month - AC	89.44	01-135-5011
05/11/2022	99226	Rhinehart Oil Co., LLC	Apr End Month - Fire	775.14	01-140-5011
05/11/2022	99226	Rhinehart Oil Co., LLC	Apr End Month - HC	84.38	01-150-5011
05/11/2022	99226	Rhinehart Oil Co., LLC	Apr End Month - SC NACOG Transportation	34.23	13-225-5011
05/11/2022	99226	Rhinehart Oil Co., LLC	Apr End Month - SC Home Delivery	34.23	15-235-5011

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05/11/2022	99226	Rhinehart Oil Co., LLC	Apr End Month - SC SPV Transportation	34.23	42-365-5011
05/11/2022	99226	Rhinehart Oil Co., LLC	Apr End Month - Shop	284.59	01-155-5011
05/11/2022	99226	Rhinehart Oil Co., LLC	Apr End Month - Parks	133.98	01-160-5011
05/11/2022	99226	Rhinehart Oil Co., LLC	Apr End Month - Bidg Maint	112.51	01-145-5011
05/11/2022	99227	Shamrock Foods Co	General Non- Food PO#10686	72.29	20-260-5089
05/11/2022	99227	Shamrock Foods Co	General Food PO#10686	1,003.13	20-260-5060
05/11/2022	99228	Sierra Propane	Propane Allocation - SC	72.29	16-240-5022
05/11/2022	99228	Sierra Propane	Propane Allocation - Admin	171.12	01-115-5022
05/11/2022	99228	Sierra Propane	Propane Allocation - Finance	102.67	01-120-5022
05/11/2022	99228	Sierra Propane	Propane Allocation - CD	68.45	01-125-5022
05/11/2022	99228	Sierra Propane	Propane Allocation - PD	144.15	01-130-5022
05/11/2022	99228	Sierra Propane	Propane Aliocation - AC	115.35	01-135-5022
05/11/2022	99228	Sierra Propane	Propane Allocation - Fire	619.68	01-140-5022
05/11/2022	99228	Sierra Propane	Propane Allocation - HC	342.25	01-150-5022
05/11/2022	99228	Sierra Propane	Propane Allocation - Shop	42.18	01-155-5022
05/11/2022	99228	Sierra Propane	Propane Allocation - HURF	98.42	02-170-5022
05/11/2022	99228	Sierra Propane	Propane Allocation - AP	79.49	04-180-5022
05/11/2022	99228	Sierra Propane	Propane Allocation - Water	70,30	10-210-5022
05/11/2022	99228	Sierra Propane	Propane Allocation - Sewer	70.30	11-215-5022
05/11/2022	99228	Sierra Propane	[CREDIT] Overpayment	26.52-	01-160-5061
05/11/2022	99229	The Tosca Law Firm PLC.	Legal Town Attorney Fees - April 2022	1,026.62	01-106-5138
05/11/2022	99229	The Tosca Law Firm PLC.	Legal Town Attorney Fees - April 2022	375.00	01-106-5138
05/11/2022	99230	Ann Rogers	Water Deposit Refund- R Henderson PO#10830	37.50	10-000-2025
05/11/2022	99230	Ann Rogers	Sewer Deposit Refund- R Henderson PO#10830	37.50	11-000-2025
05/11/2022	99230	Ann Rogers	Water Deposit Refund- R Henderson PO#10830	37.50- \	10-000-2025
05/11/2022	99230	Ann Rogers	Sewer Deposit Refund- R Henderson PO#10830	37.50- \	11-000-2025
05/11/2022	99231	Vailey Auto Parts	GM Window Handle PO#10395	5.99	04-180-5024
05/11/2022	99231	Valley Auto Parts	Bushing/Fitting/Sleeve PO#10395	31.00	11-215-5024
05/11/2022	99232	White Mountain Publishing LLC	Public Hearing Marijuana 4/5/22 PO#10852	87.15	01-125-5019
05/11/2022	99232	White Mountain Publishing LLC	River Well Rehab 4/8/22 PO#10852	148.10	10-210-5019
05/11/2022	99232	White Mountain Publishing LLC	River Well Rehab 4/15/22 PO#10852	148.10	10-210-5019
05/11/2022	99232	White Mountain Publishing LLC	RFQ Engineers 4/29/22 PO#10852	41.14	10-210-5019
05/11/2022	99232	White Mountain Publishing LLC	RFQ Engineers 4/29/22 PO#10852	41.14	11-215-5019
05/11/2022	99232	White Mountain Publishing LLC	RFQ Engineers 4/29/22 PO#10852	41.14	02-170-5019
05/11/2022	99232	White Mountain Publishing LLC	Council Vacancy 4/29/22 PO#10852	100.80	01-105-5019
05/11/2022	99233	Wilson Consultants LLC	Solar Panfel Brackets x 5 PO#10492	1,660.73	04-180-5061
05/11/2022	99234	Woodland Building Cener C/O Nations Best	Sewer Repair Parts PO#10396	55.94	11-215-5129
05/11/2022	99234	Woodland Building Cener C/O Nations Best	80lb Concrete Mix x35 PO#10392	237.65	02-170-5080
05/11/2022	99234	Woodland Building Cener C/O Nations Best	Pallet Wood PO#10392	35.00	02-170-5080
05/11/2022	99234	Woodland Building Cener C/O Nations Best	Tax	24.81	02-170-5080
05/11/2022	99234	Woodland Building Cener C/O Nations Best	1x3/4" Black Bushing PO#10701	7.62	10-210-5129
05/11/2022	99234	Woodland Building Cener C/O Nations Best	Pipe Thread Compound x3 PO#10702	10.12	11-215-5061

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05/11/2022	99235	Ann Rogers	Water Deposit Refund- R Henderson PO#10830	37.50	10-000-2025
05/11/2022	99235	Ann Rogers	Sewer Deposit Refund- R Henderson PO#10830	37.50	11-000-2025
05/11/2022	99235	Ann Rogers	Water Deposit Refund- R Henderson PO#10830	37.50- V	10-000-2025
05/11/2022	99235	Ann Rogers	Sewer Deposit Refund- R Henderson PO#10830	37.50- V	11-000-2025
05/11/2022	99236	Ralph D Henderson	Sewer Deposit Refund- R Henderson PO#10830	37.50	11-000-2025
05/11/2022	99236	Raiph D Henderson	Water Deposit Refund- R Henderson PO#10830	37.50	10-000-2025
05/18/2022	99237	Apache Co Board of Supervisor	Monthly Payment May 2022	3,356.25	01-110-5056
05/18/2022	99238	Ascent Aviation Group, Inc.	Wingpoints issued	1.40	04-180-5027
05/18/2022	99238	Ascent Aviation Group, Inc.	Jet A Fuel May 2022	39,447.53	04-180-5090
05/18/2022	99239	Bashas	PD- General Food PO#10650	60.57	01-130-5030
05/18/2022	99240	Brown & Brown Law Offices	Legal Water Adjudication Apr 2022 PO#10891	3,028.32	10-210-5033
05/18/2022	99241	Dakota Pump Inc	Warnick Controls x2 PO#10336	879.74	11-215-5061
05/18/2022	99242	Dana Kepner Company	PJ coupling 3/4" Copper x10 PO#10731	289.11	10-210-5129
05/18/2022	99243	LN Curtis	Turnout Set x3 PO#10090	9,000.00	34-335-5071
05/18/2022	99243	LN Curtis	Turnout Set x3 PO#10090	1,275.98	01-140-5082
05/18/2022	99244	Mohave Environmental Lab corp	3x Effluent Outfall/2x Monitor Well	415.00	10-210-5123
05/18/2022	99244	Mohave Environmental Lab corp	1x Total Coliform/2x Microbiological Water Analysis/ 4 Fecal Coliform	325.00	11-215-5123
05/18/2022	99244	Mohave Environmental Lab corp	2x Microbiological Water Analysis	70.00	11-215-5123
05/18/2022	99245	Navopache Electric Co-Op	Electricity - Admin	498,96	01-115-5021
05/18/2022	99245	Navopache Electric Co-Op	Electricity - Finance	26.81	01-120-5021
05/18/2022	99245	Navopache Electric Co-Op	Electricity - Planning & Zoning/CD	17,88	01-125-5021
05/18/2022	99245	Navopache Electric Co-Op	Electricity - Police	308.44	01-130-5021
05/18/2022	99245	Navopache Electric Co-Op	Electricity - Animal Control	57.38	01-135-5021
05/18/2022	99245	Navopache Electric Co-Op	Electricity - Fire	92.67	01-140-5021
05/18/2022	99245	Navopache Electric Co-Op	Electricity - Heritage Center	365,06	01-150-5021
05/18/2022	99245	Navopache Electric Co-Op	Electricity - Mechanic Shop	184.94	01-155-5021
05/18/2022	99245	Navopache Electric Co-Op	Electricity - Parks & Cemetary	889.34	01-160-5021
05/18/2022	99245	Navopache Electric Co-Op	Electricity - HURF	2,942.71	02-170-5021
05/18/2022	99245	Navopache Electric Co-Op	Electricity - Airport	1,284.52	04-180-5021
05/18/2022	99245	Navopache Electric Co-Op	Electricity - Water	4,176.55	10-210-5021
05/18/2022	99245	Navopache Electric Co-Op	Electricity - Sewer	2,624.31	11-215-5021
05/18/2022	99245	Navopache Electric Co-Op	Electricity - ToE Senior Center	536.94	22-270-5021
05/18/2022	99246	Shamrock Foods Co	General Food PO#10691	109,62	19-255-5060
05/18/2022	99246	Shamrock Foods Co	General Non-Food PO#10691	766.22	20-260-5089
05/18/2022	99247	TOS Municipal Property	Fire Engine loan payment to USDA May 2022	1,933.80	01-100-5988
05/18/2022	99247	TOS Municipal Property	Public Safety Building USDA Payment May 2022	1,678.60	01-100-5988
05/18/2022	99248	Town of Eagar	1/2 NPC Electric Apr2022 PO#10893	110.75	01-115-5048
05/18/2022	99249	Veritas Polygraphy & Investiga, LLC	Pre-Employment Polygraph - L. Bell	250.00	01-130-5012
05/18/2022	99250	WMRMC	Med Clearance- D. Gilliam	75.00	01-130-5134
05/25/2022	99254	Afiac	May 2022 UY855	280.48	01-000-2024
05/25/2022	99255	AZ Dept of Corrections	Inmate Labor-Parks & Cemetery	38.25	01-160-5077
05/25/2022	99255	AZ Dept of Corrections	Inmate Labor - HURF	89.25	02-170-5077

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05/25/2022	99255	AZ Dept of Corrections	Inmate Labor - Water	51.00	10-210-5077
05/25/2022	99255	AZ Dept of Corrections	Inmate Labor - Sewer	38.25	11-215-5077
05/25/2022	99255	AZ Dept of Corrections	Inmate Labor - Senior Center	38.25	22-270-5077
05/25/2022	99256	AZ Dept of Public Safety	fingerprint clearance- Shanna Denault	67,00	16-240-5030
05/25/2022	99257	Brewer Law Office	Indigent Defense Attorney Fees - Apr 2022	175.00	01-106-5055
05/25/2022	99257	Brewer Law Office	Indigent Defense Attorney Fees - Apr 2022	95.00	01-106-5055
05/25/2022	99258	Engineering Mapping Solutions	GIS Design & Storage #1 PO#10620	6,500.00	01-125-5012
05/25/2022	99259	Frontier	2686/3483 - Fire	209.28	01-140-5016
05/25/2022	99259	Frontier	5716/1095 - Airport	399,26	04-180-5016
05/25/2022	99260	Governors Office of Highway Safety	2022 GOHS LE Conf x2 Officers PO#10661	100.00	01-130-5017
05/25/2022	99261	GreatAmerica Financial Svcs	TH Lanier Lease Principal 015-1446074-000	388.48	01-115-5093
05/25/2022	99261	GreatAmerica Financial Svcs	TH Lanier Lease Interest 015-1446074-000	35.36	01-115-5094
05/25/2022	99261	GreatAmerica Financial Svcs	Color Copies - Admin	35.94	01-115-5019
05/25/2022	99261	GreatAmerica Financial Svcs	Color Copies - Comm. Develop	35.94	01-125-5019
05/25/2022	99261	GreatAmerica Financial Svcs	Color Copies - Finance	35.94	01-120-5019
05/25/2022	99261	GreatAmerica Financial Svcs	Color Copies - Heritage	35.94	01-150-5019
05/25/2022	99261	GreatAmerica Financial Svcs	SC Lanier Lease Principle 015-1449186-000	109.86	16-240-5093
05/25/2022	99261	GreatAmerica Financial Svcs	SC Lanier lease interest 015-1449186-000	10.00	16-240-5094
05/25/2022	99262	Kimley - Horn and assoc. , Inc.	AIP 27 Admin PO#10495	35,020,00	35-340-5305
05/25/2022	99263	LegalShield	Prepaid Legal May 22	33.90	01-000-2019
05/25/2022	99264	Miller, Kelsi	Per Diem - AMCA Meals PO#10898	250.00	01-115-5017
05/25/2022	99264	Miller, Kelsi	Mileage Reim - AMCA PO#10898	196.00	01-115-5017
05/25/2022	99265	NBA Bank Card Center	HW - Caricide x4 (PW) PO#10721	82.69	11-215-5059
05/25/2022	99265	NBA Bank Card Center	HW - Blue Gloves x7 cases (PW) PO#10722	273.08	02-170-5059
05/25/2022	99265	NBA Bank Card Center	HW - Blue Gloves x7 cases PO#10722	273.09	10-210-5059
05/25/2022	99265	NBA Bank Card Center	HW - Blue Gloves x7 cases PO#10722	273.09	11-215-5059
05/25/2022	99265	NBA Bank Card Center	HW - Blue Gloves x7 cases PO#10722	273.08	01-145-5059
05/25/2022	99265	NBA Bank Card Center	HW - Blue Gloves x7 cases PO#10722	273.08	01-160-5059
05/25/2022	99265	NBA Bank Card Center	CC2 - Safety Meeting Luncheon (PW) PO#10709	27,46	02-170-5978
05/25/2022	99265	NBA Bank Card Center	CC2 - Safety Meeting Luncheon PO#10709	27.46	10-210-5978
05/25/2022	99265	NBA Bank Card Center	CC2 - Safety Meeting Luncheon PO#10709	27.45	11-215-5978
05/25/2022	99265	NBA Bank Card Center	CC2 - Safety Meeting Luncheon PO#10709	27.45	01-160-5978
05/25/2022	99265	NBA Bank Card Center	CC2 - Safety Meeting Luncheon PO#10709	27.45	01-145-5978
05/25/2022	99265	NBA Bank Card Center	CC2 - Rack Cards/Retractable Banner (HC) PO#10815	898.82	01-150-5019
05/25/2022	99265	NBA Bank Card Center	CC2 - Replacement Globe for Light (BM) PO#10733	58.35	01-145-5062
05/25/2022	99265	NBA Bank Card Center	CC2 - Coveralls x2 (PW) PO#10734	84.08	01-160-5008
05/25/2022	99265	NBA Bank Card Center	CC2 - Coveralls x2 (PW) PO#10734	84.07	02-170-5008
05/25/2022	99265	NBA Bank Card Center	CC2 - Coveralls x2 (PW) PO#10734	63.05	10-210-5008
05/25/2022	99265	NBA Bank Card Center	CC2 - Coveralls x2 (PW) PO#10734	49.04	11-215-5008
05/25/2022	99265	NBA Bank Card Center	KM - Paper Plates PO#10812	13.61	01-115-5030
05/25/2022	99265	NBA Bank Card Center	KM - Water PO#10812	13.97	01-115-5030
05/25/2022	99265	NBA Bank Card Center	KM - IIMC Annual Dues PO#10823	175.00	01-115-5025

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05/25/2022	99265	NBA Bank Card Center	RA - Bread x15 PO#10685	23.18	20-260-5060
05/25/2022	99265	NBA Bank Card Center	RA - Mother's Day Flowers PO#10690	32.73	16-240-5030
05/25/2022	99265	NBA Bank Card Center	RA - Misc Dollar Tree PO#10693	56.22	14-230-5089
05/25/2022	99265	NBA Bank Card Center	ML - Ipad Case PO#10828	32.72	01-125-5058
05/25/2022	99265	NBA Bank Card Center	ML - Ipad Case PO#10828	32.72	01-140-5058
05/25/2022	99265	NBA Bank Card Center	ML - Ipad Case PO#10828	32.72	10-210-5058
05/25/2022	99265	NBA Bank Card Center	DM - Signature Stamp PO#10655	20.99	01-130-5009
05/25/2022	99265	NBA Bank Card Center	DM - ACOP Summit Registration PO#10658	199.00	01-130-5017
05/25/2022	99265	NBA Bank Card Center	DM - Stinger Streamlight batteries x8 PO#10660	107.85	01-130-5061
05/25/2022	99265	NBA Bank Card Center	TOS - Cell Phone Cases x3 PO# 10813	58.88	01-130-5030
05/25/2022	99265	NBA Bank Card Center	TOS - Paper Plates PO#10813	185,12	01-120-5030
05/25/2022	99265	NBA Bank Card Center	TOS - First Aide Kits x20 [PD -Partial Order] PO#10652	419.93	01-130-5061
05/25/2022	99265	NBA Bank Card Center	TOS - Laptops/Cases/Office Suite x2 [PD] PO#10657	1,514.24	01-130-5058
05/25/2022	99265	NBA Bank Card Center	CC1 - Gloves for PW PO#10712	37.31	01-145-5978
05/25/2022	99265	NBA Bank Card Center	CC1 - Gloves for PW PO#10712	37.31	01-160-5978
05/25/2022	99265	NBA Bank Card Center	CC1 - Gloves for PW PO#10712	37.31	11-215-5978
05/25/2022	99265	NBA Bank Card Center	CC1 - Gloves for PW PO#10712	37.32	10-210-5978
05/25/2022	99265	NBA Bank Card Center	CC1 - Gloves for PW PO#10712	37.32	02-170-5978
05/25/2022	99265	NBA Bank Card Center	SK - Grounding Cap 100LL Fuel PO#10490	37.35	04-180-5061
05/25/2022	99265	NBA Bank Card Center	SK - Paint Sprayer PO#10493	155.78	04-180-5073
05/25/2022	99265	NBA Bank Card Center	SK - Westward Hotel for AZAA PO#10486	443.31	04-180-5017
05/25/2022	99266	Sharon Pinkard	May 2022 Prem. Bene. Reim, PO#10810	150,00	01-000-2017
05/25/2022	99267	Pitney-Bowes Purchase Power	Postage May Admin	1,54	01-115-5010
05/25/2022	99267	Pitney-Bowes Purchase Power	Postage May Finance	41.87	01-120-5010
05/25/2022	99267	Pitney-Bowes Purchase Power	Postage May CD	1.16	01-125-5010
05/25/2022	99267	Pitney-Bowes Purchase Power	Postage May PD	3.90	01-130-5010
05/25/2022	99267	Pitney-Bowes Purchase Power	Postage May HC	17.55	01-150-5010
05/25/2022	99267	Pitney-Bowes Purchase Power	Postage May AP	6.89	04-180-5010
05/25/2022	99267	Pitney-Bowes Purchase Power	Postage May Water	98.70	10-210-5010
05/25/2022	99267	Pitney-Bowes Purchase Power	Postage May Sewer	98,17	11-215-5010
05/25/2022	99268	Rhinehart Oil Co., LLC	May Mid Month - CD	58,24	01-125-5011
05/25/2022	99268	Rhinehart Oil Co., LLC	May Mid Month - PD	701.50	01-130-5011
05/25/2022	99268	Rhinehart Oil Co., LLC	May Mid Month - AC	86,69	01-135-5011
05/25/2022	99268	Rhinehart Oil Co., LLC	May Mid Month - Fire	503.03	01-140-5011
05/25/2022	99268	Rhinehart Oil Co., LLC	May Mid Month - Parks	83,73	01-160-5011
05/25/2022	99268	Rhinehart Oil Co., LLC	May Mid Month - HURF	1,264.50	02-170-5011
05/25/2022	99268	Rhinehart Oil Co., LLC	May Mid Month - AP	97,39	04-180-5011
05/25/2022	99268	Rhinehart Oil Co., LLC	May Mid Month - Water	57,00	10-210-5011
05/25/2022	99268	Rhinehart Oil Co., LLC	May Mid Month - Sewer	57.00	11-215-5011
05/25/2022	99268	Rhinehart Oil Co., LLC	May Mid Month - SC NACOG Transportation	56.26	13-225-5011
05/25/2022	99268	Rhinehart Oil Co. , LLC	May Mid Month - SC Home Delivery	56.26	15-235-5011
05/25/2022	99268	Rhinehart Oil Co., LLC	May Mid Month - SC SPV Transportation	56.26	42-365-5011

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05/25/2022	99269	Standard Electric	LED Lights x108 PO#10741	993.39	01-145-5062
05/25/2022	99269	Standard Electric	Low Volt Track x 4/ Lamps x4 PO#65388	154.36	01-145-5062
05/25/2022	99270	United Food Bank	United Food Bank	3.04	19-255-5060
05/25/2022	99271	Woodson Engineering & Surveying	WIFA Project- Water System MP PO#10896	4,290.00	10-210-5301
05/25/2022	99272	Xerox Corporation	WC7328 Billable prints and copies Apr 2022	25.45	01-130-5019
06/01/2022	99273	Allterra Central Inc.	Catalyst 60-Annual Dues PO#10900	453.81	01-125-5025
06/01/2022	99274	Apache Co Board of Supervisor	Monthly Payment June 2022	3,356.25	01-110-5056
06/01/2022	99275	Arizona Law Enforcement Radar Technology	Repair & Maintenance (yearly) 2022	1,016.22	01-130-5061
06/01/2022	99276	Ascent Aviation Group, Inc.	Equiptment Rental - June 2022	350.00	04-180-5023
06/01/2022	99277	Dakota Pump Inc	Fiarbank 4" Pump PO#10375	21,277.37	11-215-5071
06/01/2022	99278	Kimley - Horn and assoc. , Inc.	AIP 27 Admin PO#10496	7,004.00	35-340-5305
06/01/2022	99279	Lazy Gate Mfg	Keypad Replacement-S. Hanger PO#10497	190.98	04-180-5062
06/01/2022	99280	Occupational Safety Services	UA DOT Test K. Plympton PO#10745	104.00	02-170-5134
06/01/2022	99281	Shamrock Foods Co	General Food PO#10857	682.67	19-255-5060
06/01/2022	99281	Shamrock Foods Co	General Non- Food PO#10857	94.77	15-235-5089
06/01/2022	99282	Springerville Magistrate	Fill the gap 3nd quarter 2022	75.13	01-000-2011
06/01/2022	99283	Standard Insurance Co, RA	00 156419 0003 June 22 - Admin	64.80	01-115-5004
06/01/2022	99283	Standard Insurance Co, RA	00 156419 0003 June 22 - Finance	48.96	01-120-5004
06/01/2022	99283	Standard Insurance Co, RA	00 156419 0003 June 22 - P&Z	32.40	01-125-5004
06/01/2022	99283	Standard Insurance Co, RA	00 156419 0003 June 22 - PD	188.68	01-130-5004
06/01/2022	99283	Standard Insurance Co, RA	00 156419 0003 June 22 - AC	17.01	01-135-5004
06/01/2022	99283	Standard Insurance Co, RA	00 156419 0003 June 22 - Fire	63,29	01-140-5004
06/01/2022	99283	Standard Insurance Co, RA	00 156419 0003 June 22 - Bid Maint	16.52	01-145-5004
06/01/2022	99283	Standard Insurance Co, RA	00 156419 0003 June 22 - HC	26.62	01-150-5004
06/01/2022	99283	Standard Insurance Co, RA	00 156419 0003 June 22 - Shop	8.73	01-115-5004
06/01/2022	99283	Standard Insurance Co, RA	00 156419 0003 June 22 - Parks	12.12	01-160-5004
06/01/2022	99283	Standard Insurance Co, RA	00 156419 0003 June 22 - HURF	67.11	02-170-5004
06/01/2022	99283	Standard Insurance Co, RA	00 156419 0003 June 22 - SC	29.16	03-175-5004
06/01/2022	99283	Standard Insurance Co, RA	00 156419 0003 June 22 - AP	32,40	04-180-5004
06/01/2022	99283	Standard Insurance Co, RA	00 156419 0003 June 22 - Water	62.80	10-210-5004
06/01/2022	99283	Standard Insurance Co, RA	00 156419 0003 June 22 - Sewer	57.71	11-215-5004
06/01/2022	99283	Standard Insurance Co, RA	00 156419 0003 June 22 - UofA SNAP	27.54	55-430-5004
06/01/2022	99284	Summit Health Care	First Aide/CPR AED Cards PO#10624	289.00	01-140-5017
06/01/2022	99285	Timber Mesa Fire & Medical District	Parts/Labor/Hazmat for 2012 KME Pumper PO#10093	3,961,55	01-140-5061
06/01/2022	99286	TOS Municipal Property	Fire Engine loan payment to USDA June 2022	1,933.80	01-100-5988
06/01/2022	99286	TOS Municipal Property	Public Safety Building USDA Payment June 2022	1,678.60	01-100-5988
06/01/2022	99287	Uline	Bulk Storage Rack x4/Zero Gravity Chair PO#10853	2,546.80	03-175-5064
06/01/2022	99288	United Food Bank	General Food PO#10859	30.02	19-255-5060
06/01/2022	99289	Valley Imaging Solutions	Senior Center Machine - Contract May 2022	31.62	16-240-5061
06/01/2022	99290	Verizon Wireless	CD - May Statement	468.67	01-125-5016
06/01/2022	99290	Verizon Wireless	AP - May Statement	44.83	04-180-5016
06/01/2022	99290	Verizon Wireless	Water - May Statement	241.25	10-210-5016

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06/01/2022	99290	Verizon Wireless	Sewer - May Statement	241.25	11-215-5016
06/01/2022	99290	Verizon Wireless	SC - May Statement	44.83	42-365-5016
06/01/2022	99290	Verizon Wireless	Fire - May Statement	520.30	01-140-5016
06/01/2022	99290	Verizon Wireless	PD - May Statement	355.08	01-130-5016
06/01/2022	99290	Verizon Wireless	HURF - May Statement	138.16	02-170-5016
Grand Total	5:			264,572.25	

Summary by General Ledger Account Number

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TOWN OF SPRINGERVILLE MEMORANDUM

TO:	Springerville Town Council
TO: FROM:	Chris Collopy / Town Manager
DATE:	6/15/2022
SUBJECT:	ORDINANCE 2022-003

SUGGESTED MOTIONS:

I motion to approve Ordinance 2022-003, adopting the amendments to Title 17 related to the regulation of recreational marijuana.

OR I motion to direct staff to write an Ordinance that includes ______, related to the regulation of recreational marijuana.

OR I move we do not adopt the proposed Ordinance.

OR I move we table this item.

STAFF REPORT

Council has heard a recommendation from Planning and Zoning, held a public hearing, and completed a first reading and second reading of the Ordinance. At the May 11th Council meeting a councilor made a motion to approve the proposed Ordinance. The motion died due to the lack of a second. However, Council did not make an alternative motion nor did they direct staff on how they would like to proceed. Staff is now requesting clarification and action of either passing or declining the proposed Ordinance.

The proposed amendments are related to the regulation of recreational marijuana. The Council will consider adding Section 17.28.220- Marijuana Establishments and other Marijuana-Based Land Uses to Chapter 17.28-General Provisions; amending Chapter 17.68 C-1 Zone General Commercial Section 17.68.030 Conditional Uses (Conditional Use Permit Required) by replacing Paragraph V; and amending Chapter 17.76 I1 Zone-Industrial Section 17-76.03 Conditional Uses (Conditional Use Permit Required by revising paragraphs A and B.

ORDINANCE NO. 2022-003

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF SPRINGERVILLE, ARIZONA, RELATING TO THE REGULATION OF MARIJUANA; AMENDING TITLE 17 (ZONING) OF THE CODE OF SPRINGERVILLE, ARIZONA BY AMENDING CHAPTER 17.08 (DEFINITIONS); AMENDING CHAPTER 17.68 (C-1 ZONE, GENERAL COMMERCIAL);); AMENDING TITLE 9 (TAX CODE) BY AMENDING CHAPTER 9A (PRIVILEGE AND EXCISE TAXES); PROHIBITING MARIJUANA ON PUBLIC PROPERTY; SETTING FORTH VIOLATIONS; AND PROVIDING FOR ENFORCEMENT AND PENALTIES.

WHEREAS, marijuana contains tetrahydrocannabinol ("THC"), which remains on Schedule I of the Controlled Substances Act pursuant to 21 U.S.C. § 811 et al. and any possession and use is a violation of federal law pursuant to 21 U.S.C. § 841 et. al.;

WHEREAS, the Arizona Medical Marijuana Act, allows the establishment and operation of nonprofit medical marijuana dispensaries according to a prescribed statutory and regulatory process;

WHEREAS, Proposition 207 authorized the adult use and retail sale of marijuana pursuant to applicable laws and rules; and,

WHEREAS, the Town of Springerville seeks to protect public health, safety, and welfare by enacting reasonable zoning regulations relating to marijuana in the Town of Springerville;

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

Section I. Title 17 (Zoning) Chapter 17.08 (Definitions) of the Code of the Town of Springerville, Arizona, is amended by revising current definitions and/or adding the following definitions:

Adult Use Marijuana: Means all parts of the genus cannabis whether growing or not, as well as the seeds of such plants, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture or preparation of the plant or its seeds or resin that were approved pursuant to Proposition 207 for sale and use to persons over the age of 21.

Medical Marijuana: Means all parts of the genus cannabis whether growing or not, as well as the seeds of such plants, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture or preparation of the plant or its seeds or resin, that may be administered to treat or alleviate a qualifying patient's debilitating medical condition or symptoms associated with the patient's medical condition. Medical Marijuana Cultivation: The process by which a person grows a marijuana plant. A facility shall mean a building, structure or premises used for the cultivation or storage of medical marijuana this is physically separate and off-site from a medical marijuana dispensary.

Medical Marijuana Dispensary: A not-for-profit entity that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, sells or dispenses marijuana or related supplies and educational materials to medical marijuana cardholders.

Medical Marijuana Manufacturing Facility: A facility that incorporates medical marijuana (cannabis) by means of cooking, blending, or incorporation into consumable/edible goods.

Medical Marijuana Qualifying Patient: A person who has been diagnosed by a physician as having a debilitating medical condition as defined by A.R.S. 36-2801.15..

Section II. Title 17 (Zoning) Chapter 17.68 (C-1 Zone, General Commercial), of the Code of the Town of Springerville, Arizona, is amended by revising current language and/or by adding the following to Section 17.68.030(V):

V. Marijuana Dispensary (No Cultivation), subject to the following conditions and limitations:

1. Applicant shall provide:

a. the name(s) and location(s) of the offsite marijuana cultivation operation associated with the dispensary.

b. a copy of the operating procedures adopted in compliance with this Title and applicable state law, including proof or documentation of compliance with applicable Department rules.

d. a site plan, floor plan, building permits for occupancy change, and a security plan.

- 2. Shall be located in a permanent building and may not be located in a trailer, cargo container or motor vehicle.
- 3. Shall not be larger than a maximum of 1000 gross square feet.
- 4. Shall be limited to one (1) marijuana dispensary within the jurisdictional boundaries of the Town.
- 5. Shall not be located within 200 feet of a residentially zoned property. This distance shall be measured in a straight line from the exterior walls of the building or portion thereof in which the business is conducted or proposed to be
- conducted to the property line of the residentially zoned property.
- 6. Shall not be located within 500 feet of a preschool, kindergarten, elementary, secondary or high school; or 200 feet of a place of worship, public-park or community center. This distance shall be measured from the exterior walls of the building or portion thereof in which the business is conducted or proposed to be conducted to the property line of the protected use.

- 7. Shall have operating hours not earlier than 10:00 a.m. and not later than 7:00 p.m.
- 8. Drive-through services are prohibited.
- 9. Cultivation of marijuana is prohibited.
- 10. Shall provide for proper disposal of marijuana remnants or by-products, and not to be placed within the facility's exterior refuse containers, Town trash can(s),

bin(s), or other Town facility, or in any park refuse container.

11. Shall not allow a person to consume marijuana or marijuana products on the premises or provide outdoor seating areas.

12. Shall not display or keep marijuana or marijuana products that are visible from outside the premises.

13. Shall comply with applicable health regulations for food preparation and handling.

Section III. Title 9 (Tax Code) Chapter 9A (Privilege and Excise Taxes), of the Code of the Town of Springerville, Arizona, is amended by revising current language and/or by adding the following to Section 9A-100 (General Definitions):

"Food" means any items intended for human consumption as defined by rules and regulations adopted by the Department of Revenue, State of Arizona, pursuant to A.R.S. Section 42-5106. Under no circumstances shall "food" include alcoholic beverages or tobacco, or food items purchased for use in conversion to any form of alcohol by distillation, fermentation, brewing, or other process. Under no circumstances shall "food" include an edible product, beverage, or ingredient infused, mixed, or in any way combined with Medical or Adult Use Marijuana or an active ingredient of Medical or Adult Use Marijuana.

Section IV. Marijuana Prohibited on Public Property. The use, sale, cultivation, manufacture, production or distribution of Medical or Adult Use marijuana or Medical or Adult Use marijuana products is prohibited on property that is occupied, owned, controlled, or operated by the Town, unless an exception is approved by the Town Council.

Section V. Retail Sales from Marijuana and Marijuana Products. To the fullest extent allowable by law, the sale of marijuana and marijuana products is authorized within the Town from a marijuana dispensary and is tangible personal property as defined in A.R.S. § 42-5001 and subject to the transaction privilege tax in the retail classification and use tax.

Section VI. Fees. The fees for the permits shall be established by resolution and included in the Town Fee Schedule.

Section VII. Violations. It is unlawful for a person to sell, cultivate, process, manufacture or transport marijuana or marijuana products if the person fails to meet all the requirements in this article or state law, including the Department's rules. The cultivation, dispensary, infusion, manufacturing, or testing permit may be revoked by the Town for violation of any provision of this Ordinance, for any violation of the requirements of the permit, or if the Department revokes the applicable license.

Section IX. Providing for Repeal of Conflicting Ordinances. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section X. Recitals. The recitals above are fully incorporated in this Ordinance by reference.

Section XI. Effective Date, Emergency. Because of the urgent need for the implementation of the Town's regulations concerning recreational marijuana, the immediate operation of this Ordinance is necessary for the preservation of the health, safety, and general welfare. An emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and Council as required by law.

Section XII. Zoning Considerations. In accordance with Article II, Sections 1 and 2, Constitution of Arizona, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this ordinance.

Section XIII. Preservation of Rights and Duties. This Ordinance does not affect the rights and duties that matured, penalties that were incurred, or proceedings that were begun before the effective date of this Ordinance.

Section XIV. Providing for Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND	ADOPTED by the Comm	non Council of the Town of Springerville,
Arizona, this	day of	, 2022, by the following vote:
AYES:		
NAYES:	ABSENT:	
EXCUSED:	ABSTAINED:	

APPROVED this _____ day of _____, 2022.

Mayor

ATTEST:

Kelsi Miller, Town Clerk

APPROVED AS TO FORM:

Tosca Henry, Town Attorney

I, KELSI MILLER, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THIS ORDINANCE NO. 2022-003, ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF SPRINGERVILLE ON THE ____ DAY OF _____, 2022, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 2022.

Town Clerk

TOWN OF SPRINGERVILLE MEMORANDUM

TO:	Springerville Town Council
FROM:	Chris Collopy / Town Manager
DATE:	6/15/22
SUBJECT:	REAL PROPERTY FOLLOWING RFP:

AGENDA ITEMS:

A. 809 West Airport Road

Discussion and possible acceptance of bid for the property located at 809 W. Airport Road, and authorize the Town Manager to execute the documents necessary to complete the transaction.

B. 23 S. Papago St.

Discussion and possible acceptance of bid for the property located at 23 S. Papago St., and authorize the Town Manager to execute the documents necessary to complete the transaction.

PROPOSED MOTIONS:

A. I motion to accept the bid by ______ for the amount of \$______ for the property located at 809 W. Airport Road and authorize the Town Manager to execute the documents necessary to complete the transaction.

B. I motion to accept the bid by ______ for the amount of \$______ for the property located at 23 S. Papago St. and authorize the Town Manager to execute the documents necessary to complete the transaction.

STAFF REPORT

Council directed staff to go out to a formal request for proposals for the real property located at 809 W. Airport Rd. and 23 S. Papago. The RFP's were due by Tuesday, May 14th at 2:00 p.m.

TOWN OF SPRINGERVILLE, ARIZONA

418 EAST MAIN STREET

SPRINGERVILLE. AZ 85938

NOTICE OF INVITATION FOR SEALED BIDS FOR SALE OF REAL PROPERTY

Pursuant to A.R.S. § 9-402(A), notice is hereby given that the Town of Springerville is accepting proposals from those interested in purchasing the following real properties:

Property #1:

APN#: 105-18-021C

Address: 809 West Airport Road

Brief Description: 4 bed, 2 bath, with garage, 2004 sqft home on .69 acre lot, in an area of the Town of Springerville that is currently un-zoned.

Minimum Bid: \$200,000

Deposit: See Terms of Sale below.

Property #2:

APN#s: 105-21-053, 054A, and 055

Address: S Papago St

Brief Description: A total of 1.54 acres containing two structures, one metal building that is 3,600 sqft and the other being a masonry/wood frame structure 2,272 sqft. The metal building once housed the fire trucks for the town and the other served as offices for the fire department. The zoning for the property is commercial.

Minimum Bid: \$265,000

Deposit: See Terms of Sale below.

INVITATION TO BID TERMS OF SALE

1. All bids must be sealed, and must be received at the office of Kelsi Miller, Town Clerk, Town of Springerville, 418 E Main Street, Springerville, AZ 85938 on or before 2:00 pm on **Tuesday, June 14, 2022.** All bids received after this time will be rejected and returned. Bids will be read to the public at that time. The property which is the subject of the bid must be indicated on the outside of the sealed envelope.

2. The properties will be sold on an "as-is" basis, without any warranties of any kind. The Town of Springerville will not be responsible for abatement or removal of any hazardous structures, or materials

located on the premises. As the properties are being sold in as-is condition, the Town makes no warranties or representations about the condition of the properties, expressed or implied.

3. All bidders are responsible for undertaking any desired due diligence in advance of submitting a bid. An appointment to inspect the advertised properties or to inspect limited real property documents readily available to the Town can be made by contacting the Town Clerk, Kelsi Miller at (928) 333-2656 X 224. The Town of Springerville strongly recommends an inspection of the property prior to bidding, as no inspections have been completed for any defects, either structural or environmental. The Town will not pay reimbursement for Real Estate Broker, agent, or related services.

4. Bids must be signed by an individual(s) authorized to sign the bid on behalf of the bidder and to otherwise legally bind the bidder. The Town will accept only one bid offering from each bidder. If the successful bidder is an entity, it must be authorized to transact business in the State of Arizona no later than ten (10) business days after the auction.

5. Unless the real properties are withdrawn from sale or all bids are rejected, award will be made to the highest responsive bidder. The right to reject any or all bids and to re-advertise for any reason and to rebid is hereby reserved by the Town.

6. The successful bidder will have twenty-four (24) hours after the bid opening to provide the Town of Springerville with a cashier's check in the amount of Five Thousand Dollars and 00/100 (\$5,000.00). The successful bidder must provide a second cashier's check for the balance of the bid amount, less the Five Thousand Dollars and 00/100 (\$5,000.00) within forty-five (45) days of the bid opening. Following full and final payment, the Town will provide a Quit Claim Deed to the bid winner.

7. Failure to timely pay either payment outlined in paragraph 6 may result in rejection of the bid and the Town may proceed to the next highest responsive bidder. Failure to complete the purchase and/or any necessary term or condition thereof will result in the forfeiture of all amounts already paid by the bidder to defray the cost of this solicitation.

8. The Town and its employees or agents shall not be liable for any error in any advertisement, flyer or announcement made by it or its employees or agents, nor for any agreement, condition, representation or stipulation, oral or written, not specifically set forth herein. All verbal communication by employees or agents of the Town is for information purposes only. The Town does not guarantee the accuracy or the validity of the information conveyed by its employees or agents.

TOWN OF SPRINGERVILLE

TOURISM TAX ADVISORY COMMITTE MEETING

Tuesday June 7, 2022 09:30 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.

CALL TO ORDER. 1.

PUBLIC PARTICIPATION: Items presented during the public participation portion of this 2. 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

- **REVIEW NEW APPLICATION:** Discussion, review and recommendation to town 4. council regarding application for funds for:
 - **UTV** Jamboree a.

ADJOURNMENT: 6.

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:

Le/Le/22 Date

Heidi Wink, Finance Director

Town of Springerville Tourism Minutes April 5, 2022 8:00 am

Tourism Committee Present: Diane Phillips, Heidi Wink, Brenda Crawford and Marcie Bafford

Brenda Crawford called meeting to order at 8:00 am

- 1. Heidi made a motion to approve the minutes from the March 7, 2022 meeting as presented, Diane seconded. Unanimous vote to approve.
- Springerville Rib Throwdown Brenda mentioned how successful this event was. Diane said Junk & Java does very well through this event.
- 3. Heid made a motion to approve funding for the rib throwdown, Marcie seconded, unanimous vote to approve funding.
- 4. Diane made a motion to adjourn meeting, Marcie seconded, unanimous vote to adjourn.

Meeting adjourned 8:05

TOWN OF SPRINGERVILLE Tourism Tax Committee Application for Funds

Please be as specific as possible when completing this form.

DATE(S) OF EVENT: 8/24-8/2	28/2022 DATE OF APPLICATION: 5/26/2022		
AMOUNT OF FUNDING REQUESTED:	⁸ 750 °° DATE FUNDING REQUIRED: 8/1/2022		
EVENT:	White Mountain UTV Jambore		
Name of Event, Group or Promotion:	(UTV Offroad Adventures)		
Make Check Payable to:	UTV Offroad Adventures		
Mailing Address:	34010 N. 10 th St.		
	Phy A7 85085		
Tax Identification Number: (Please complete and return attached W-	9)		
CONTACT INFORMATION: Name of Contact:	Kyle Krause		
Mailing Address:	34010 N. 10th St.		
	Phoenix AZ 85085		
Telephone Numbers:	Regular: Jane Cell: 6233639665		
Alternate Contact & Phone Number:			
All applications must be turned in to the Town of Springerville six weeks before the date of the event.			

Application will be reviewed by the Tourism Tax Committee. The tourism tax committee can only approve amounts up to \$750.00. If approved, the application will be forwarded to the Town Council with a recommendation for funding. A final decision on funding will be made by Council. Council meetings are held the third Wednesdays of each month. YOU MUST BE PRESENT AT COUNCIL MEETING TO BE CONSIDERED FOR FUNDING. Please contact Town Hall to verify meeting dates 333-2656

RESERVED FOR COMMITTEE/TOWN USE

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

SPRINGERVILLE	SPRINGERVILLE
TOURISM TAX COMMITTEE	TOWN COUNCIL
By majority vote, this request has been	By majority vote, this request has been
Approved:	Approved:
Denied:	Denied:
Amount: 750.00	Amount:
Date: 6722 Chair/Vice-Chairperson: Heidi Wink	Date:

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.

- Is the total amount needed being requested from the Town of Springerville? No Yes 1. If the answer to question #1 is no, what percentage of the total cost is the Town being asked to fund?
- What is the money to be used for? 2. enser, ner1
- How will the residents of Springerville benefit from this event?, 3.

vent MIN in 200 · 0 \mathcal{T} eac Reto en U As. oven 11 economic benefit will be gained by the Town of Springerville? 4. 21 1/ 1 ... - 0 ØŨ wound NIDA

What other efforts have been utilized to raise funds for this event? 5.

A. 101 250 3W -

6. Estimated number of people attending per day?

- Special Requirements (Liquor, Security, Set-up, etc)? 7.
- Insurance Requirements? _____None ____Other 8.

If other, please explain

insurance for the event. Will any monies be raised concessions, advertising, dances, meals, etc? ____Yes ____ 9.

If yes, please describe and list estimated revenues.

If this is an existing event please provide a history of the event including attendance, financial, 10. any other pertinent information. th e yean.

What will the profits from the event be used for (scholarships, event promotions, etc.)? 11.

TOWN OF SPRINGERVILLE Tourism Tax Committee Application for Funds

Please be as specific as possible when completing this form.

date(s) of event: $8/24 - 8/2$	38/2022 DATE OF APPLICATION: 5/26/2022
AMOUNT OF FUNDING REQUESTED	$\frac{\$750^{\circ\circ}}{\text{FUNDING REQUIRED:}} \frac{\$/1/2022}{\$/1/2022}$
EVENT:	White Mountain UTV Jambor
Name of Event, Group or Promotion:	(UTV Offroad Adventures)
Make Check Payable to:	UTV Offroad Adventures
Mailing Address:	34010 N. 10 th St.
	Phy AZ 85085
Tax Identification Number: (Please complete and return attached W	N-9) - 3547712-
CONTACT INFORMATION:	
Name of Contact:	Kyle Krause
Mailing Address:	34010 N. 10th St.
	Phoenix AZ 85085
Telephone Numbers:	Regular: Jane Cell: 6233639665
Alternate Contact & Phone Number:	
All applications must be turned in t event.	to the Town of Springerville six weeks before the date of the
only approve amounts up to \$750.0 Town Council with a recommendati Council. Council meetings are held	e Tourism Tax Committee. The tourism tax committee can 00. If approved, the application will be forwarded to the ion for funding. A final decision on funding will be made by the third Wednesdays of each month <u>. YOU MUST BE</u> <u>O BE CONSIDERED FOR FUNDING.</u> Please contact Town Hall
RESERV	/ED FOR COMMITTEE/TOWN USE
 Is this request already consider Does this request fall into the g Is there sufficient money in the 	red in the current year town budget? guidelines of tourism and economic development? e fund to cover this request?

SPRINGERVILLE TOURISM TAX COMMITTEE	SPRINGERVILLE TOWN COUNCIL
By majority vote, this request has been Approved: Denied:	By majority vote, this request has been Approved: Denied:
Amount:	Amount:
Date:	Date:
Chair/Vice-Chairperson:	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.

- Is the total amount needed being requested from the Town of Springerville? 1. No Yes If the answer to question #1 is no, what percentage of the total cost is the Town being asked to fund?
- 2. What is the money to be used for?

4.

n 15 open insurance.

How will the residents of Springerville benefit from this event? 3.

non ver retolo eat avent lou s, hat economic benefit will be gained by the Town of Springerville? 200 Vi NO 2 ina

What other efforts have been utilized to raise funds for this event? 5.

300-4

Estimated number of people attending per day? 6.

- 7. Special Requirements (Liquor, Security, Set-up, etc)?
- Insurance Requirements? ____ None $\,\, imes\,$ Other 8.

If other, please explain, insurance for the event.

Will any monies be raised concessions, advertising, dances, meals, etc? _____Yes ____ 9.

If yes, please describe and list estimated revenues.

If this is an existing event please provide a history of the event including attendance, financial, 10. any other pertinent information. e 10as usiness

What will the profits from the event be used for (scholarships, event promotions, etc.)? 11. Sime well. motions.

TOWN OF SPRINGERVILLE MEMORANDUM

TO :	Springerville Town Council
FROM:	Sean Kienle, Airport Manager
DATE:	06/15/2022
SUBJECT:	Transfer FAA Entitlement Funds to Scottsdale
	Airport

PROPOSED MOTIONS:

I move we approve the transfer of FY19 Federal Entitlement Funds in the amount of \$150,000.00 to the City of Scottsdale Airport.

OR

I move we do not approve the transfer of FY19 Federal Entitlement Funds in the amount of \$150,000.00 to the City of Scottsdale Airport.

STAFF REPORT

Staff requests that Council consider approval of a transfer of \$150,000 in unused, expiring federal entitlement funds to the Scottsdale Airport. The expiring funds are from FAA FY 2019. Each year the airport receives \$150,000 in federal entitlements which can be used toward active projects. Entitlement funds are separate but are sometimes in addition to federal discretionary funds.



of Transportation Federal Aviation Administration

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: Town of Springerville

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and LocID): Springerville Airport (JTC)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
NP	2019	\$150,000
Total		\$150,000

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and Locid) Receiving Transferred Entitlements: Scottsdale Airport (SDL)

Name of Receiving Airport's Sponsor: City of Scottsdale

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of September 30, 2022 or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:			
Signature:			
Name: Kyler Erhard			
Title: Lead Program Manager. PHX 609			
Date: <u>May 24, 2022</u>			

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of ______, _____,

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

Certificate of Transferring Sponsor's Attorney

I,	,	acting as Attorney for the Sponsor do	
hereby certify that in my opinion the Spor	nsor is empowered t	o enter into the foregoing Agreement under	
the laws of the state of	· · · · · · · · · · · · · · · · · · ·	Further, I have examined the foregoing	
Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly			
authorized and that the execution thereof	is in all respects du	e and proper and in accordance with the	
laws of the said state and 49 USC § 4710)1, et seq.		
Dated at	(City, State), this	day of ,	

Signature of Sponsor's Attorney:

TOWN OF SPRINGERVILLE MEMORANDUM

TO:	Springerville Town Council
FROM:	Christopher Collopy, Town Manager
DATE:	6/15/2022
SUBJECT:	On-Call Engineering Service

SUGGESTED MOTIONS:

I motion to direct the Town Manager to prepare the professional service agreements for on-call engineering with the four firms mentioned in the title.

Or I motion we do not approve.

Or I motion to table this item.

STAFF REPORT

Mayor and Council,

From time-to-time professional engineering services are required within the Town. Staff advertised a request for qualifications for on-call engineering and received four qualified proposals. The budget for all engineering services is currently at \$300,000. For all engineering projects over \$30,000 staff will be bringing them back to the council for council consideration. Professional Service Agreements keep the engineers on call without a promise of projects or contracts. This does not involve paying any retainers. If Council wishes to review the submittals please see the Town Clerk.



TOWN OF SPRINGERVILLE

"GATEWAY TO THE WHITE MOUNTAINS

APPLICATION FOR REZONING

Name of Applicant(s) (Applicant must be the legal owner or Show Power of Attorney)

PO Box 1001

Springerville Az 85438

Applicant Mailing Address

970-750-9977

Applicant Telephone Number(s)

on behalf of Jon Avery

A portion of 105-15-010H

Parcel Number(s) (Attach legal description)

Not yet assigned

Property Address

Agricultural Residential AR-20

Current Zoning Classification

General Commercia **Requested Zoning Classification**

See Page 2 for required documentation

Joseph Jarvis 928 6993485

Signature of Applicant(s)

5-18-2022

Date

Fee: \$ <u>200</u> 01-4007
Received By: <u> </u>
Date Stamp: RECEIVED
MAY 1 7 2022

All documentation MUST be submitte

Neig	Town_of Springerville	
P&Z	418 E Main Street Springerville AZ 85938	928-333-2656
Cour	Receipt No: 10.003201	May 18, 2022
Effec	Jon Avery	
~ ~	Previous Balance:	.00
Conf	PERMITS & FEES Application & Filing Fees	200.00
	01-000-4007 Application & Filing Fees Rezoning Application	
	Total:	200.00
tted	Check Check No: 1055 Payor:	200.00
	Jon Avery Total Applied:	200.00
3	Change Tendered:	.00
are av	05/18/2022 11:07	AM

Equal Opportunity Employer / Program • Auxiliary aids and services are document in alternative format or for further information about this



TOWN OF SPRINGERVILLE

"GATEWAY TO THE WHITE MOUNTAINS

APPLICATION FOR REZONING

Jon Aven

Name of Applicant(s) (Applicant must be the legal owner or Show Power of Attorney)

PO Box 1001

Springeruille Az 85438 Applicant Mailing Address

970-759-9977

Applicant Telephone Number(s)

as on behalf of Jon Avery Signature of Applicant(s)

5-18-2022

Date

Fee: \$ <u>200 ²⁰</u> 01-4007	
Date Stamp: RECEIVED	
MAY 1 7 2022	

Neighborhood Meeting: _	
P&Z Hearing:	_Approved: Y N
Council Hearing:	Approved: Y N
Effective Date of Change:	
Confirmed By:	

All documentation MUST be submitted before an application is complete

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact your local office; TTY/TDD Services: 7-1-1.

A portion of 105-15-010H Parcel Number(s)

(Attach legal description) Not yet assigned

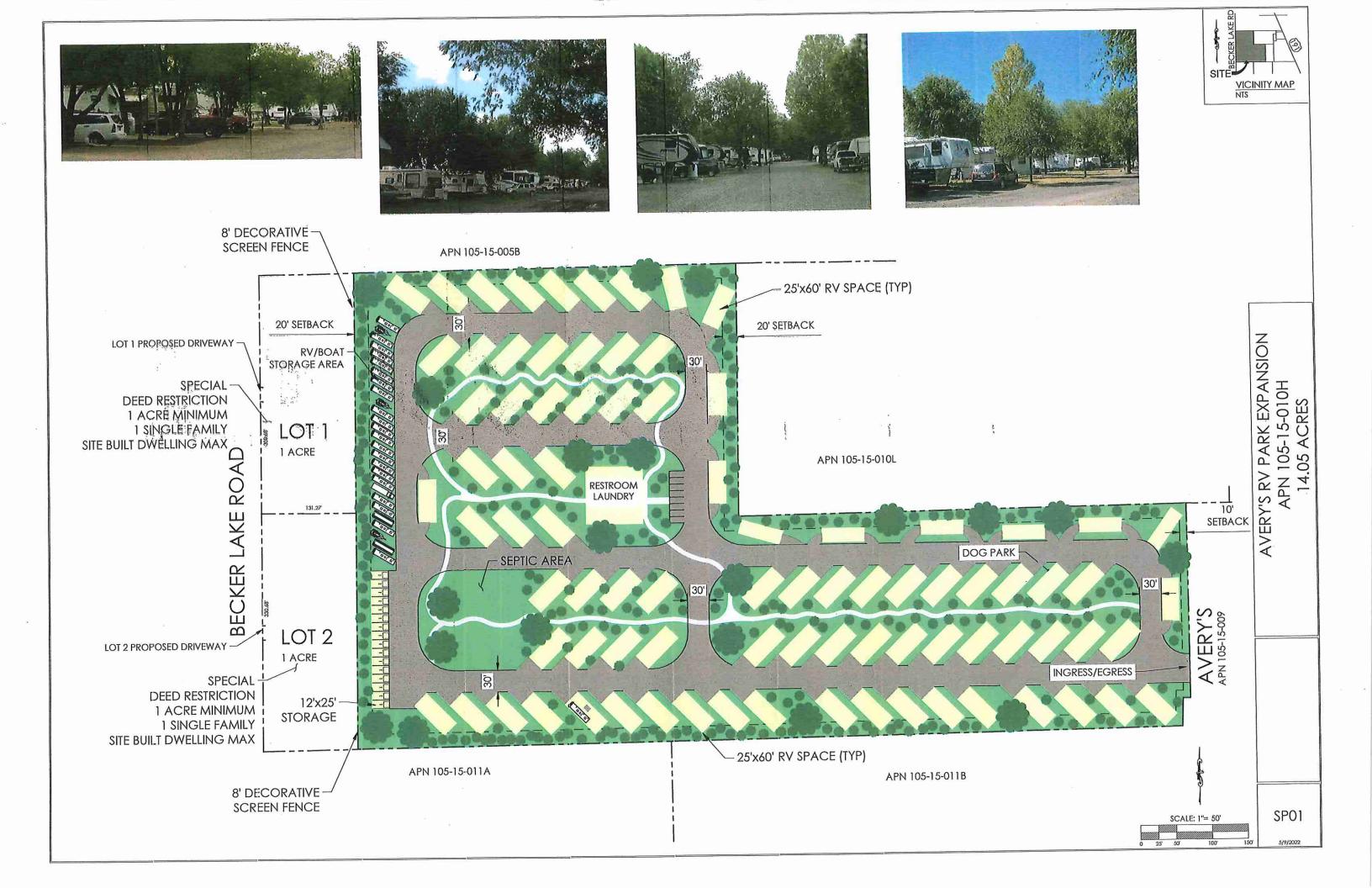
Property Address

Agricultural Residential AR-20

Current Zoning Classification

General Commericial Requested Zoning Classification See Page 2 for required documentation

Joseph Jarvis 928 6993485



Town of Springerville Community Development 418 E. Main St. • Springerville, AZ 85938 928-333-2656 fax 928-333-5598 of Springerville DIVISION APPLICATION	SUBMITTAL CHECKLIST Minor Land Division application A non-refundable processing fee A survey map that has been prepared by a Registered Land Surveyor Map to property Map to property Legal descriptions of split property an Easements Legal descriptions of split property an Easements CERTIFICATION & SIGNATURE In accordance with the definition contained in the Arizona Revised Statutes Section, ARS 9-463.02 limits a minor favision within a municipality to not more than three (3) lots. Splits resulting in four (4) or more lots constitute a subdivision and must comply with state and municipal subdivision and must comply with state signature of Monyry phare is legal access to all par- tels created. Date proves to all part the applicant. Date proves to all part the applicant.	PLANNING & ZONING ACTION Approved: Y X N Comments: Approved by: Approved by: M
Town of S MINOR LAND DIV	APPLICANT Name Jefue Nailing Address Mailing Address Mailing Address Mailing Address Mailing Address Mailing Address Contact Person Denie Maile Alexande Phone Mailes Subdivision Unit # Madress/Location Address/Location Lot Size Lac Existing Access and Utility Easements Existing Access and Utility Easements Existing Access and Utility Easements Minor the request in this applicationt)	OFFICE USE ONLY Received by: Credit Card Fee \$200.00 Paid: Yek Credit Card Fee \$200.00 Paid: Yek cash Credit Card 01-4007

.

*



Minor Land Division Application Town of Springerville

Legal description of newly created parcel(s) (separate sheets may be attached):

1. Legal description

Proposed access and utility easements (must be recorded separately)

2. Legal description

and utility easements (must be recorded separately) access Proposed

3. Legal description

Proposed access and utility easements (must be recorded separately)

Dedication of proposed easements must occur through a separate instrument. NOTE:

Purpose

The purpose of this section is to provide a process to divide land into two or three (2 or 3) or fewer lots, tracts, parcels, sites or divisions with a level of review to ensure the division of land complies with zoning ordinances, zone maps and does not constitute a subdivision as defined by Arizona Revised Statutes 9-463.

Application, Submittal and Fees A minor land division application shall be filed with the Zoning Administrator on a form provided by the Zoning Administrator.

- Prior to the recordation of a deed and survey map dividing land into two or three parcels of land, for the purpose of sale, lease, or transfer of ownership shall submit a minor land division application to the Zoning Ad-Ļ
 - ministrator. The fee for land split or minor land division applications shall be set by resolution of the town council in the town fee schedule. ത്

Requirements for Minor Land Divisions

The division of improved or unimproved land into two or three (2 or 3) tracts or parcels of land for the purpose of transfer, sale or lease may be allowed subject to the following requirements: A. Each lot or parcel shall comply with minimum applicable Town zoning requirements and have recorded ac cess, including utility easements.



- żŋs No lot proposed to be created through the minor division of a parcel shall be sold until a recorded deed and su vey map showing the division has been approved by the Zoning Administrator as complying with all applicable provisions of this ordinance. ഫ്
- The legal descriptions and map shall be prepared by a Registered Land Surveyor (R.L.S.) and shall include: റ
- The boundaries of the section (or portion thereof) within which the minor land division lines.
 The boundary lines of the minor land division and the lots within it, including their bearings and distances.
 Location and width of all easements within and bordering the minor land division.
- 4. Width of easements and streets bordering the property indicating whether they are public or private
- ÷ D. The map shall be of a format acceptable to the Apache County Recorder as per Arizona Revised Statutes 481.
- E. The survey requirement may be waived by Zoning Administrator in areas where aliquot descriptions based upon the Public Land Survey System may be used describe the minor land division and satisfy the all provisions herein.
- F. Access to each parcel shall be by a recorded public or private street, or a recorded private driveway easement,
- as defined by this section.
 1. A private driveway easement shall have a minimum width of 30 feet.
 2. Public streets to be maintained by the Town shall have a minimum width of 50 feet and be constructed to standards and specifications set forth in the "Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction (Revised)" or as approved by the town engineer, and then adopted or accepted by the Town council prior to sale of any of the divided lots.

Review Criteria

- addition:
- ď A. The deed and survey map shall conform to the requirements of all applicable Town zoning regulations. In addition
 1. The design, shape, size, and orientation of the tracts should be appropriate for the use intended and to the character of the area in which they are located.
 2. Alignment of any road created in a land division shall be designed in conformance with the standards and specifications set forth in the "Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction (Revised)" or as approved by the town engineer, with appropriate consideration for existing and planned roads, anticipated traffic patterns, topographic and drainage conditions, public safety and the use or and planned roads.
- The Zoning Administrator may require an arrangement of the tracts and roads such as to permit a subsequent re-division in conformity with streets and plans adopted by the Town. Resulting lots should not be divided by the boundary of any zoning designation or public right-of-way. the land so divided. က်
 - 4
- B. To approve a minor land division, the Zoning Administrator must find the following conditions exist:
- The property is not part of a Town approved subdivision plat.
 Ownership of the property being split is demonstrated through a deed or other acceptable documents showing ownership and legal access to the parcel.
- The newly-created parcels shall meet the minimum lot size required by the applicable zoning district
 The newly-created parcels shall meet minimum access standards required by this chapter, the town engineer and/or the Arizona Department of Transportation. In cases where a lot does not abut a dedicated street, access shall be by a recorded easement as defined in this chapter.

Approval

- A. Upon receipt of the submitted documents, the Zoning Administrator shall review them to determine their complet-ness. If the submitted documents and information are found to be incomplete or insufficient, the applicant shall be notified of the deficiencies and informed the application will not be formally accepted for processing until the missing items are submitted.
 - Upon receipt of the completed application, the Zoning Administrator shall: 1. Distribute the submitted application for review and comment to the annu
- Distribute the submitted application for review and comment to the appropriate departments as deemed necessary



- 2. Review the submitted survey map and supplemental information to determine compliance with all Town regulations and prepare a report, which shall include comments received from other departments.
 3. If the division does not result in a subdivision as defined, the Zoning Administrator shall approve, conditionally approve, or deny the application within 15 working days from the date a completed application was filed unless the applicant consents to an extension of the review period in writing.
 B. Where the resulting parcels do not meet the review criteria, the deficiencies shall be noted on the recorded deed and survey map. Nothing herein shall be construed to create a right or expectation of such approval and no building or use permit may be issued by the Town until the parcel has met the review criteria or been granted a variance by the Board of Adjustments. It shall be the responsibility of the landowner to remedy all deficiencies.
 C. If the application is approved, the Zoning Administrator shall attach the following signed and dated certification to the approved record plat:

Zoning Administrator of the Town of Springerville, certify that this plat creates a and approved in accordance with the Town of Springerville's Subdivision l, <u>*Mitlan (ansu)*</u> Zoning Administrator of the Town of S minor land division subject to and approved in accordance with the T Ordinance, and that it meets all statutory requirements for recording. / Lengel

Appeals

Any applicant who is dissatisfied or aggrieved by the decision of the Zoning Administrator or the Planning and Zoning Commission, may appeal such decision to the Board of Adjustment by filing a written notice of appeal with the Zoning Administrator no later than fifteen (15) days from the date of the decision.

Dedications

A. If the approved deed and survey map shows or otherwise includes a dedication of any rights-of-way for roads, utilities and associated public improvements, the Zoning Administrator shall also attach the following signed and dated certification to the approved record plat:

This ac-The Town of Springerville hereby accepts, for the use and benefit of the general public, the rights-of-way shown or otherwise provided for on this plat as dedicated for public roads and associated public improvements. This ac ceptance does not include the Town's acceptance of any responsibility to construct, install, or maintain the road way or other public improvement intended to be constructed or installed within the right-of-way.

public Recordation of an approved plat with the above signed certification shall constitute public acceptance of the p dedication, authorizing the use of the dedicated right-of-way for public road access and associated public purposes. ന്

Exemptions

Other than proof of recorded access, the requirements of this chapter shall not apply to a minor subdivision for which

- the owner and grantee certify the applicability of each of the following conditions: 1. The grantee of each lot is the child or child and spouse, or grandchild or grandchild and spouse of the owner
- 2. No consideration shall be paid for any of the lots.
 3. The purpose of the minor subdivision is not to circumvent the provisions of the Town Subdivision Ordinance and that none of the lots shall be conveyed to third parties for a period of not less than three (3) years. If the Zoning Administrator determines that such a map or plat intended to be presented to the Recorder's Office for recording does not fall with the regulations of this ordinance, the Director shall attach the following signed and dated certification to the map or plat:

requirements for <u>not</u> certify that this plat does *ا, Modeled a Subdivision Subject to the Town's Subdivision Ordinance, and that it meets all statutory create a subdivision subject to the Town's Subdivision Ordinance, and that it meets all statutory* -10Sm Whell recording

Town of Springerville Community Development 418 E. Main St. • Springerville, AZ 85938 928-333-2656 fax 928-333-5598	CHECKLIST	The following list outlines the necessary steps for processing a Minor Land Split. Please be sure to read this list thoroughly and follow all instructions:	NOTE: The Land Division (Minor Land Split) process is not complete until it is recorded and a new parcel number is assigned.	MING & ZONING (Town of Springerville) Obtain a Minor Land Split Permit application from the Town of Springerville Complete application IN FULL and return to the Planning and Zoning Department for review and Approval	A processing fee of \$200.00 (up to 3 lots) is required Applicant must be owner on record and must sign the forms.	NOTE: There is generally a minimum two to four week processing period for complete applications. The time period for review could be significantly longer if all information isn't provided, if the information is not clear, or if it is inaccurate.	SURER (Apache County) Verify that all taxes are paid. Minor Land Split Application form must be signed by Treasurer	NOTE: If the parcel being split is newly created and is not on the tax rolls, the parcel number from the previ- ous year's tax roll must be provided.	 RECORDER (Apache County) Original Minor Land Split Application Form (Land Division) with original (not photocopy) signatures from Planning and Zoning (Town of Springerville), Treasurer (Apache County) and property owner All paperwork must be legible and make a reproducible copy. If the required map is larger than 8 1/2" x 14", laws regarding Record of Survey Maps must be fol lowed (for copy of Record of Survey criteria contact the Recorder's Office - Apache County) Book and Page must be reference on the Minor Land Split Application form 	ASSESSORS (Apache County) Once the Minor Land Split application form is recorded, the Recorder's office will forward the paperwork to the Assessor's office for processing. The Assessor's office will map the changes and assign new parcel num- bers.	
		The following list thoroughly	NOTE: The Land L number is assigned.	PLANNING & Obtain a Complet Approva	A proce	NOTE: There is time period for 1 clear, or if it is i	TREASURER Verify t	NOTE: If the p ous year's tax 1	RECORDER (Original from Pla from Pla	ASSESSORS (Once the Minol the Assessor's others.	

2021-007968 Page 1 of 3 OFFICIAL RECORDS OF APACHE COUNTY LARRY NOBLE, RECORDER 09-16-2021 02:46 PM Recording Fee S30.00		SPACE ABOVE THIS LINE FOR RECORDER'S LISE WARRANTY DEED	er valuable consideration, I or we, band and Wife	zable Trust, dated September 18, 2020 County, Arizona:	rt hereof.	Pursuant to A.R.S § 33-404, the names and addresses of the beneficiaries of the above referenced Trust are disclosed in the Trust Disclosure Exhibit attached hereto and incorporated herein by reference.	SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.	sons whomsoever.	nosunot. Jener	Boracsw	before me this day of ANGWST . 2021, by	NOTARY HUBLIC NY commission expires: 7. 21.24	3Warranty Deed - Escrow No. 71805853	
at the request of Pioneer Title Agency, Inc. When recorded mail to John G. Avery, as Trustee of The Avery Revocable Trust, dated September 18, 2020 923 W. Buffalo Trail Camp Verde, AZ 86322	71805853-LEB	Tax Parcel No.: 105-15-010H WAI	For the consideration of Ten Dollars, and other valuable consideration, I or we, Clifford K. Johnson and Jana L. Johnson, Husband and Wife	do/does hereby convey to John G. Avery, as Trustee of The Avery Revocable Trust, dated September the following real property situated in Apache County. Arizona:	See Exhibit A attached hereto and made a part hereof.	Pursuant to A.R.S § 33-404, the names and a are disclosed in the Trust Disclosure Exhibit a	SUBJECT TO: Current taxes and other assess way, encumbrances, liens, covenants, condit of record.	The Grantor warrants the title against all persons whomsoever.	DATED: July 28, 2021	State of AVASICAS	The foregoing instrument was acknowledged before me this Clifford K. Johnson and Jana L. Johnson.	OFFICIAL SEAL MOLLY GREEN	A CA BRINGER STATES AND	

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2021-007968 09-16-2021 Page 2 of 3

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Beneficiary Disclosure Exhibit

Pursuant to A.R.S. § 33-404, the following are the name(s) and address(es) of the beneficiary(ies) of the Trust, which the undersigned understands and acknowledges may be included by Pioneer Title Adenty. Inc. as a "Trust Disclosure Exhibit" attached to any deed/deed of thick hence recorded by Pioneer

ecoraea by Pioneer	.8, 2020	36322				Beneficiary Disclosure
any geed/geed of trust being n st.	: Trust, dated September 1	the Kind	Kyeny -	themy		
Agency, line, as a muse unsubsure exmining attached to any deed/deed of trust peing recorded by Pioneer Title Agency, Inc. in a pending transaction with the Trust.	Trustee of the Avery Revocable Trust, dated September 18, 2020	ie and Addresses Part of Lan C.	2 april	Beneficiary Name and Address: 子ごん ()		
Title Agency, Inc. ds d	John G. Avery, as	Beneficiary Name and Address	Beneficiary Nam	Beneficiary Nam	Initials	

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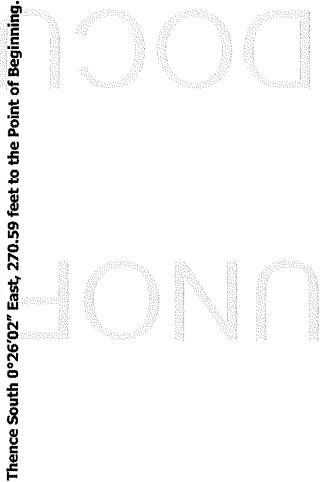
Exhibit "A"

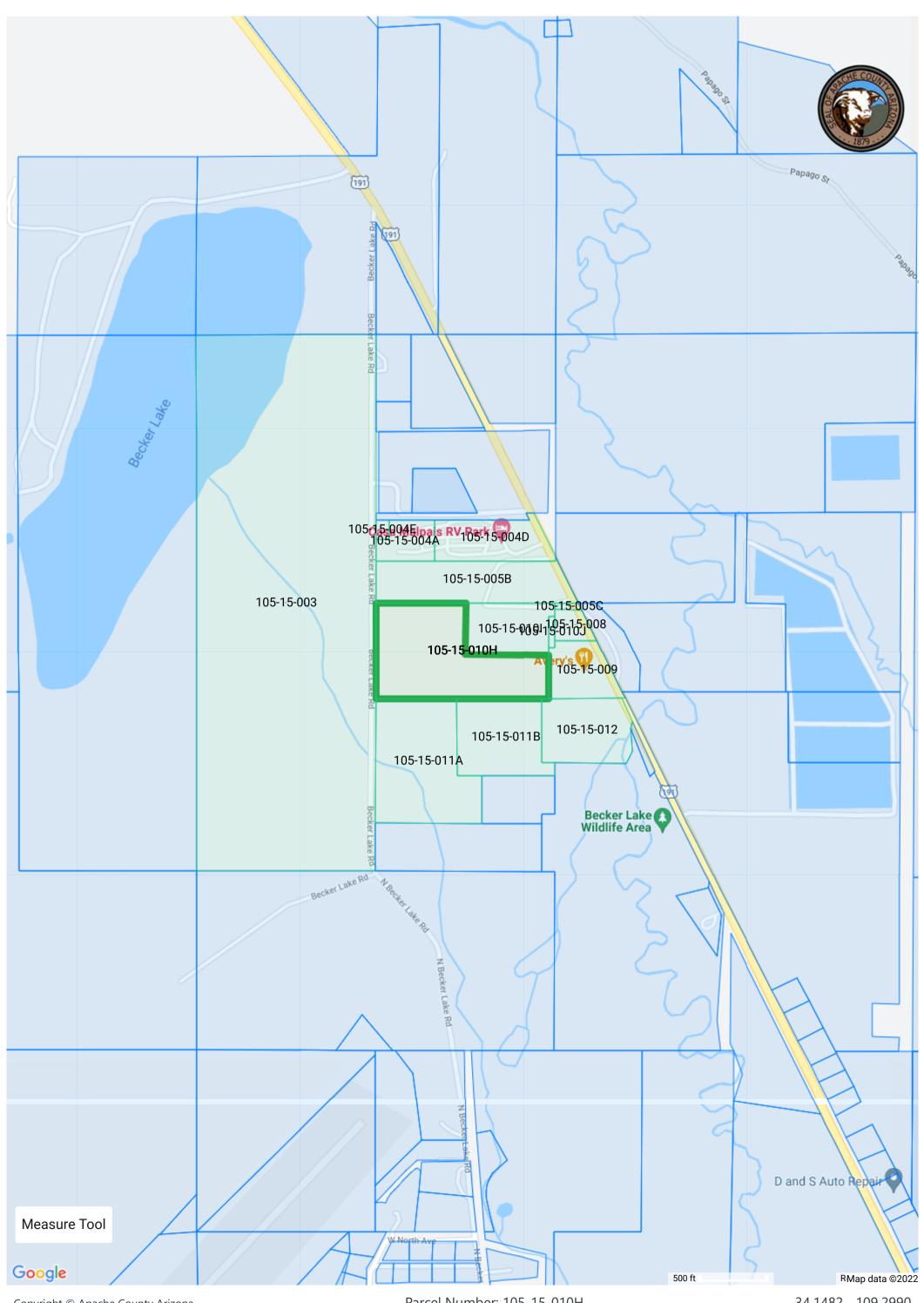
That portion of the West half of Section 29, Township 9 North, Range 29 East of the Gila and Salt River Base and Meridian, Apache County, Arizona, and more particularly described as follows:

Thence South 89°27'49" West, 37.30 feet to a pin and tag LS 31028, the True Point Commencing at the center of Section 29, an aluminum cap LS 13014; of Beginning;

Thence North 89°50'36" West, 10.41 feet to a pin and tag LS 31028; Thence South 1°21'09" West, 39.15 feet to a pin and cap LS 13014;

Thence South 89°06'12" West, 1,277.94 feet to a pin and cap LS 13014; Thence North 89°05'47" East, 664.65 feet to a pin and tag LS 31028; Thence North 89°10'27" East, 623.49 feet to a pin and tag LS 31028; Thence South 0°07'42" West, 351.14 feet to a pin and tag LS 31028; Thence North 0°00'41' West, 661.37 feet to a pin and tag LS 31028;





Copyright © Apache County Arizona

Parcel Number: 105-15-010H

34.1482, -109.2990

TOWN OF SPRINGERVILLE MEMORANDUM

TO:	Springerville Town Council
TO: FROM:	Christopher Collopy, Town Manager
DATE:	6/15/2022
SUBJECT:	Rezone 105-15-004A

SUGGESTED MOTIONS:

I motion to rezone parcel 105-15-004A from R1-7 to AR-20 Or I motion to leave parcel 105-15-004A zoned as R1-7 Or I motion to table this item.

STAFF REPORT

Mayor and Council,

In July 2021 Martha Sharp requested a rezone for parcel 105-15-004A from R1-7 to Ar-20. The P&Z Commission held 2 public hearings on the request; one August 10, 2021 and a second September 14, 2021. After the second public hearing, the P&Z Commission had a motion to recommend denial and a second. Only 4 members could vote because one had to recuse herself. The vote was a tie. The Commission failed to move the item to the Council for a final decision as is required. Town Manager Collopy and Community Development Director Larisch found the error while analyzing zoning. The State of Arizona does not allow spot zoning which is exactly what was done to this parcel.

TOWN OF SPRINGERVILLE PLANNING AND ZONING COMMISSION AGENDA TUESDAY, AUGUST 10, 2021 at 3:00 PM TOWN OF SPRINGERVILLE COUNCIL CHAMBERS

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the members of the Springerville Planning and Zoning Commission and to the general public, that the Commission will hold a meeting open to the public at the at the Springerville Town Hall Council Chambers, 418 E. Main St., Springerville, Arizona on August 10, 2021 at 3:00 PM.

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

1. CALL TO ORDER

- 2. <u>ROLL CALL</u>: Members of the Planning and Zoning Commission or Legal Council that are unable to be present in person at a scheduled meeting may participate in the meeting by telephone.
- **3.** <u>PUBLIC PARTICIPATION:</u> Non-agenda items presented during the public participation portion of this agenda cannot be acted on at this time by the Commission. Individual commission 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 three (3) minutes per person, with no longer than ten (10) minutes per topic.
- PUBLIC HEARING: Discussion and possible action regarding going into a public hearing to take commission and public comments on subdividing North Becker Lake Road (Parcels #105-15-017C and 105-15-017D); Application to Rezone 364 N. Becker Lake Rd.; Application to Re-Align Parcels #105-22-06, 105-22-017A, 105-22-017C, and 105-22-017E, all near the intersection of Tumbling T Drive and US Highway 180; Application to Rezone Parcel #105-22-016; Application to Rezone Parcel #105-22-017C; Conditional Use Permit Application for 247 W. Main St.; and Application for Lot Split at 702 S. Voigt.
 a. Subdividing North Becker Lake Road (Parcels #105-15-017C and 105-15-017D)
 b. Application to Rezone 364 North Becker Lake Road (Parcel #105-15-004A) from current zone R1-7, Single Family Residential to AR-20, Agricultural Residential c. Application to Re-Align Parcels #105-22-016, 105-22-017A, 105-22-017C, and 105-22-017E; all parcels located near the intersection of Tumbling T Drive and US Highway 180.

d. Application to Rezone Parcel #105-22-016 located near the intersection of Tumbling T Drive and US Highway 180 from current zone of MF-7, Single/Multi Family Residential to C-1, General Commercial.

e. Application to Rezone Parcel #105-22-017C located near the intersection of Tumbling T Drive and US Highway 180 from current zone of MF-7, Single/Multi Family Residential to C-1, General Commercial. f. Conditional Use Permit Application for 247 W. Main St. (Parcels #105-15-013E and 105-15-013F) requesting to utilize the property for a rental RV park.

g. Application for Lot Split at 702 S. Voigt St. (Parcel #104-07-008E) application is to split property into two (2) lots.

- **5. <u>ZONING ADMINISTRATOR'S REPORT</u>:** Summary reports will be made as necessary. No action will be taken on any matters mentioned unless listed on the agenda.
- 6. <u>CONSENT ITEMS:</u> a. Consider approval of the June 29, 2021 regular Planning and Zoning Commission meeting minutes
- 7. <u>LIAISON REPORT:</u> Council Liaison report.

OLD BUSINESS

8. Discussion and possible action regarding Subdivision Application for North Becker Lane (Parcels #105-15-017C and 105-17-017D) to divide properties into four (4) sections for residential homes. If the Commission's decision is to approve the application, their recommendation will be submitted to the Town Council as an agenda item for final approval.

NEW BUSINESS

- **9.** Discussion and possible action regarding Application to Rezone 364 North Becker Lake Road (Parcel #105-15-004A) from current zone R1-7, Single Family Residential to AR-20, Agricultural Residential. If the Commission's decision is to approve the application, their recommendation will be submitted to the Town Council as an agenda item for final approval.
- **10.** Discussion regarding Application to Re-Align Parcels #105-22-016, 105-22-017A, 105-22-017C, and 105-22-017E; all parcels are located near the intersection of Tumbling T Drive and US Highway 180.
- **11.** Discussion and possible action regarding Application to Rezone Parcel #105-22-016 located near the intersection of Tumbling T Drive and US Highway 180 from current zone of MF-7, Single/Multi Family Residential to C-1, General Commercial. If the Commission's decision is to approve the application, their recommendation will be submitted to the Town Council as an agenda item for final approval.
- **12.** Discussion and possible action regarding Application to Rezone Parcel #105-22-017C located near the intersection of Tumbling T Drive and US Highway 180 from current zone of MF-7, Single/Multi Family Residential to C-1, General Commercial. If the Commission's decision is to approve the application, their recommendation will be submitted to the Town Council as an agenda item for final approval.
- **13.** Discussion and possible action regarding Conditional Use Permit Application for 247 West Main Street (Parcels #105-15-013E and 105-15-013F); applicant is requesting to utilize the property as a rental RV park. If the Commission's decision is to approve the application, their recommendation will be submitted to the Town Council as an agenda item for final approval.
- **14.** Discussion regarding Application for Lot Split at 702 South Voigt (Parcel #104-07-008E). Application is to split parcel into two (2) lots.

15. ADJOURNMENT

SUBMITTED BY:

Tim Rasmussen

August 3, 2021

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:

Stormy Palmer, Administrative Assistant

Date

TOWN OF SPRINGERVILLE PLANNING AND ZONING COMMISSION AGENDA TUESDAY, SEPTEMBER 14, 2021 at 6:00 PM TOWN OF SPRINGERVILLE COUNCIL CHAMBERS

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the members of the Springerville Planning and Zoning Commission and to the general public, that the Commission will hold a meeting open to the public at the at the Springerville Town Hall Council Chambers, 418 E. Main St., Springerville, Arizona on September 14, 2021 at 6:00 PM.

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

- 1. CALL TO ORDER
- 2. <u>**ROLL CALL:**</u> Members of the Planning and Zoning Commission or Legal Council that are unable to be present in person at a scheduled meeting may participate in the meeting by telephone.
- 3. <u>CONSENT ITEMS:</u>

a. Consider approval of the August 24, 2021 special Planning and Zoning Commission meeting minutes

- 4. <u>PUBLIC PARTICIPATION:</u> Non-agenda items presented during the public participation portion of this agenda cannot be acted on at this time by the Commission. Individual commission 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 three (3) minutes per person, with no longer than ten (10) minutes per topic.
- <u>PUBLIC HEARING:</u> Discussion and possible action regarding going into a public hearing to take commission and public comments Application to Rezone 364 N. Becker Lake Rd. and Conditional Use Permit Application for 279 S. Mountain Ave.
 a. Application to Rezone 364 North Becker Lake Road (Parcel #105-15-004A) from current zone R1-7, Single Family Residential to AR-20, Agricultural Residential
 b. Conditional Use Permit Application for 279 S. Mountain Ave. (Parcel #105-18-025D), applicant is requesting to utilize the property as a marijuana dispensary.
- 6. <u>ZONING ADMINISTRATOR'S REPORT</u>: Summary reports will be made as necessary. No action will be taken on any matters mentioned unless listed on the agenda.
- 7. <u>LIAISON REPORT:</u> Council Liaison report. OLD BUSINESS
- 8. Discussion and possible action regarding Application to Rezone 364 North Becker Lake
- Road (Parcel #105-15-004A) from current zone R1-7, Single Family Residential to AR-20, Agricultural Residential. If the Commission's decision is to approve the application, their recommendation will be submitted to the Town Council as an agenda item for final approval.

Town of Springerville Application for Rezoning

Martha Sharp

Name of applicant(s) (Applicant must be the legal owner or show power of attorney)

8593

SPRINGLEVILLE Applicant mailing address

HNH NA NAMUU

Applicant telephone number(s)

Signature of applicant(s)

-2

Date

105-15-004A

Parcel number(s) (attach legal description)

364 N Becker Lake R Property address

Current zoning classification

2-20

Requested zoning classification

See Page 2 for required documentation.

Fee: \$200.00	01-4007
Received by:	KP
Date:	-2021

Neighborhood meeting:
P&Z hearing: Approved: Y N
Council hearing: Approved: Y N
Effective date of change:

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

Letter of Explanation TO: Town of Springerville

July 8, 2021

Town of Springerville Community Development 418 E. Main Street Springerville, AZ 85938

Re: REZONING

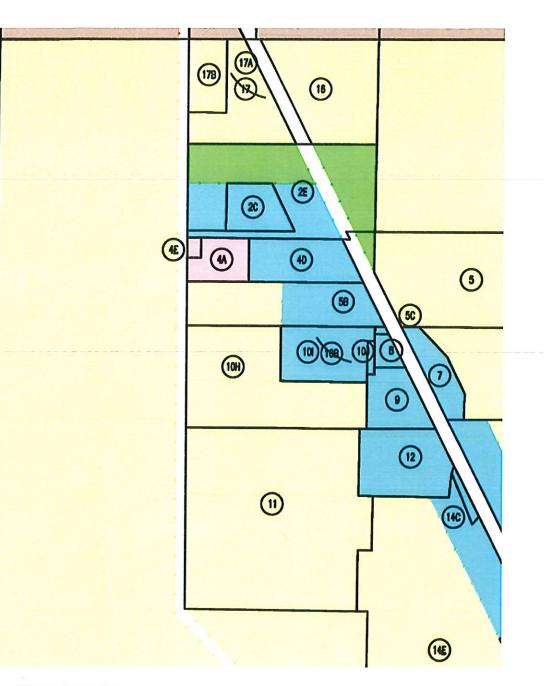
To whom it may concern,

The nature and intent of this letter is to request the rezoning of property located at 364 N. Becker Lake Road, Springerville, AZ 85938 from R1-7 (Single Family Residential) to AR-20 (Agricultural Residential). The above mentioned property consists of 2.47 acres in total. It is also the only property on the road, that consists of over one acre, that is not already zoned as AR-20.

Thank you for your time and consideration.

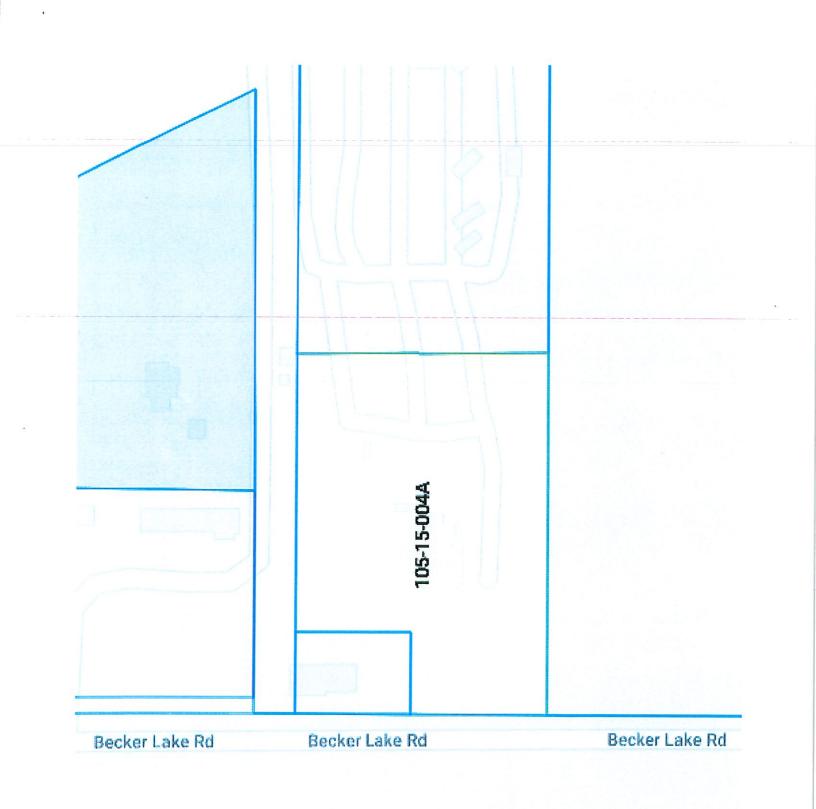
artha Starp

Martha Sharp Property Owner



Zoning Color Key

	Zoning Color Key
	(AG Zone) - General Agriculture
	(AR-20 Zone) - Agricultural Residential
	20,000 SQ. FT Lots
	(AR-43 Zone) - Agricultural Residential
	43,000 SQ. FT Lots
	(C1 Zone) - General Commercial
	(I1 Zone) - Industrial
	(L1 Zone) - Light Industrial
1	(MF-7 Zone) - Manufactured Residential
	(R1-20 Zone) - Single Family Residential
	20,000 SQ. FT Lots
	(R1-7 Zone) - Single Family Residential
	7,500 SQ.FT Lots
	(RNOH 20 Zone) - Single Family
	Residential / Mobile & Manufactured
	Homes 20,000 SQ.FT Lots
	(RUGH 7 Zone) - Single Family Residential
	/ Mobile & Manufactured Homes 7500SQ.FT
	Lots





					Wednesday, J	uly 07, 2021
LOCATION				_		
Property Add	lress	364 N Becker Lake Rd Springerville, AZ 85938		335	·	•
Subdivision						
Carrier Route	1	H064	140.			
County		Apache County, AZ				
PROPERTY	SUMMARY		100			305
Property Type	9	Residential				U.
Land Use		Single Family Residence	166			
Improvement	Туре	Single Family Residence	٥ <u>،</u>			
Square Feet		2460		10.01		
GENERAL F	PARCEL INFO	ORMATION	•	438'	100 feet	
Parcel ID/Tax		105-15-004A	© 2021 TomTom @	2021 Microsoft	Corporation, © Opens	25 m
Alternate Pare	cel ID			2021 1000000	corporation, @ openc	леенмар
Account Num	iber	R0007526	CURRENT OWNER	Chara Martha		on al transformer and a set
Tax Area			Name		a Dean Danny L	
2010 Census	Trct/Blk	9705.02/2	Mailing Address	Po Box 957 Springerville,	AZ 85938-0957	
Assessor Rol	l Year	2021	SCHOOL INFORMATION			
			These are the closest schools	to the property		
			Round Valley Primary Schoo	l 2.3 mi		
			Elementary: Pre K to 5	Distance		
			Round Valley Middle School	2.9 mi		
			Primary Middle: 5 to 8	Distance		
			Round Valley High School	2.2 mi		
			High: 9 to 12	Distance		
SALES HIST		JGH 05/17/2021				
Date	Amount	Buyer/Owners	Seller Ir	nstrument	No. Parcels	Book/Page Or Document#
5/14/2003	\$100,000	Sharp Martha Dean Danny L				2003- 004244
TAX ASSES	SMENT					
Appraisal		Amount	Assessment		Amount	
Appraisal Yea	r	2021	Assessment Year		2021	
Appraised Lar	nd		Assessed Land		× .	
Appraised Improvements			Assessed Improvement	nts		
Total Tax Appr	raisal	\$179,296	Total Assessment		\$17,930	
Tax Area			%Improvement			

https://wmar.crsdata.com/mls/Property/g1mRgEFqgwf8ZU3uspANwPuDafJL08sDsmD4DmjFxbVhahecoAgv9psVbbMhOYOfZiqqwiWWASw1

Exempt Amount

TAXES	···· ··· · · · · · · · · · · · · · · ·				· · · · · · · · · · · · · · · · · · ·	
Tax Year	City Taxes		County Taxe	S	Total Taxes	
2019					\$622.00	
2018					\$622.00	
2016					\$707.00	
2015					\$716.00	
2014					\$725.00	
MORTGAGE H	ISTORY			· • • • • • • • • • • • • • • • • • • •		n ni ar shi ni waxaya waxaya a kata a kat
Date	Loan Amount	Borrower	Ler	der	Book/Page or Document#	
05/14/2003	85,000	Sharp Wallace Martha L	A Mic	hael E Brown	2003-004244	
PROPERTY CH Building # 1	HARACTERISTICS: BUI	LDING			··· · · ······························	
Туре	Single Family Residence	e Cond	ition		Units	1
Year Built	1980	Effect	ive Year		Stories	1
BRs		Baths			Rooms	
Total Sq. Ft.	2,460					
Building Square F	Feet (Living Space)			Building Square Feet	(Other)	
Ground Floor 2460	I			Porch 49		
				Attached Garage 1328		
- CONSTRUCTION	8					
Quality			Roof Framing			
Shape			Roof Cover Deck			
Partitions			Cabinet Millwork			
Common Wali			Floor Finish			
Foundation			Interior Finish			
Floor System			Air Conditioning			
Exterior Wall			Heat Type			Electric
Structural Framing	g		Bathroom Tile			
Fireplace			Plumbing Fixture	5		
- OTHER						
Occupancy			Building Data Sou	irce		
	ARACTERISTICS: EXT ere found for this parcel.	RA FEATURE	S	••••••••••••••••••••••••••••••••••••••		
PROPERTY CH	ARACTERISTICS: LOT	Family Residen	· · · · · · · · · · · · · · · · · · ·	Lot Dimensions		میں اور
Block/Lot	Singlo			Lot Square Feet	107,593	
Latitude/Longitude	e 34.150)415°/-109.3003;	34°	Acreage	2.47	
	ARACTERISTICS: UTIL				64 y 11 Y	
				· · · · · · · · · · · · · · · · · · ·		and the second state of the second

CRS Data - Property Report for Parcel/Tax ID 105-15-004A	-	7/7/21, 3:44 PM
Gas Source	Road Type	
Electric Source	Topography	
Water Source	District Trend	
Sewer Source	Special School District 1	
Zoning Code	Special School District 2	
Owner Type		
LEGAL DESCRIPTION	· · · · · · · · · · · · · · · ·	
Subdivision	Plat Book/Page	
Plackii at	Tax Area	

BIOGNEOR	
Description	Section: 29 Township: 9N Range: 29E Com Nw 1/16 Cor Sec 29 S 193.64' To Pob E 100' N 140' E 294.33' S 306.37' W 397.76' N 166.85' To Pob.

FEMA FLOOD ZONES

FEMAFLO	DD ZONES		and a second		a the surface set of the second set of the second
Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
D	Undetermined		Areas of undetermined flood hazard where flooding is possible.	04001C4518E	09/28/2007

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TOWN OF SPRINGERVILLE PLANNING AND ZONING COMMISSION SPECIAL MEETING MINUTES September 14, 2021, at 6:00 PM Springerville Town Council Chambers-418 E. Main St., Springerville, AZ 85938

Attendees: Chairman-Don Scott, Vice Chairwoman-Terry Shove, Commissioner-Teresa Becker, Commissioner-Trinity Raymer, Commissioner-Will Sands, Tim Rasmussen-Interim Community Development Director/Zoning Administrator, Stormy Palmer-Administrative Assistant

1. CALL MEETING TO ORDER: Chairman Don Scott called the meeting to order at 6:00 PM.

2. PLEDGE OF ALLEGIANCE

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- **3.** <u>ROLL CALL</u>: Administrative Assistant Stormy Palmer completed a roll call: Chairman Don Scott-Present, Vice Chairwoman Terry Shove-Present, Commissioner Theresa Becker-Present, Commissioner Trinity Raymer-Present, Commissioner Will Sands-Present. A quorum is present.
- 4. <u>CONSENT ITEM</u>: Vice Chairwoman Shove motioned to approve consent items a) special meeting minutes from August 24, 2021, Commissioner Raymer seconded. Chairman Scott called for the vote; motion passed unanimously, 5-0.

5. PUBLIC PARTICIPATION:

- a. Kerry Nedrow: wanted to bring attention to the definition of 'marijuana establishment' in the proposed ordinance. Mr. Nedrow read the definition from the proposed ordinance. Stated that he is confused on how it applies, and would like some clarification. Would like to know what it exactly means, and what the Town "intends" it to mean. Wanted to know if you're looking at giving the Chinese food restaurant a license to cultivate as well? Because it seems to him that if giving a license to sell out of a retail store, then the Town is also giving a license to cultivate, and why would you do that? Commissioner Becker stated that the Commission is not granting licenses, but only making a recommendation on the ordinance to the Town Council who will make the final decision. Mr. Rasmussen suggested to the Commission that if possible that we could move on and that Mr. Nedrow was welcome to come into Town Hall and Mr. Rasmussen could help answer his questions. Chairman Scott agreed with Mr. Rasmussen and tried to let Mr. Nedrow that it does take some time to review and understand the ordinance. Mr. Nedrow left the podium.
- **b.** There was a question at this time requesting to know if this was the Public Hearing portion of the meeting, Commissioner Scott explained that this is the Public Participation portion and primarily for items that are not on the agenda and that the Public Hearing is the next item on the agenda.
- c. Brian Carpenter: Stated that he has lived in Springerville, but currently resides in Greer, and that he works for RV Community Services/Senior Center. Stated that he thinks that some clarification and education to happen of the 70's idea about what marijuana is. He then stated that in 2018 the FDA approved marijuana for the treatment of seizures and epilepsy under the name Epidiolex. He also stated other illnesses where marijuana has been used for treatment; including Alzheimer's, cancer, HIV/AIDS, chronic pain, and PTSD. He stated that in his employment that he sees people nervous and anxious, especially in this time of pandemic. He stated that the statements made by other speakers of "let them go to Show Low" is "nuts" and if we can provide a service, which is

what God wants us to do, to help the vulnerable, elderly, and disadvantaged, that is what we should do. He thinks that people need to stretch their horizons that this is a gateway drug. That gateway drug is a 70's term, and that people need to remember that once upon a time alcohol and tobacco were approved by the FDA as being "safe", and he thinks that alcohol and tobacco are the actual gateway drugs. He stated that the Town has become divided, he thinks that we need to come together and communicate whether or not someone is "big money." He began to read letters from people that are stuck at home when the three-minute speaking time was up. Commissioner Scott advised him that he could submit the letters to be read by the Administrative Assistant during the Public Hearing portion of the meeting. The letters were given to Admin Assistant Stormy Palmer.

d. Dan Torres: had questions about who maintains the dog park behind the rest area. Chairman Scott advised Mr. Torres about the See-Click-Fix app on the Town's website where he could notify the Town about things that needed repair or maintenance in the Town. Mr. Rasmussen advised that he would put the weed eating on the Public Works schedule.

There were no further speakers for the Public Participation agenda item.

- 6. <u>PUBLIC HEARING</u>: Vice Chairwoman Shove motioned that the Commission go into a Public Hearing regarding items a and b; Commissioner Becker seconded. Chairman Scott called for the vote; motion was approved unanimously, 5-0. Public Hearing was conducted as follows:
 - a. Application to Rezone 364 North Becker Lake Road (Parcel # 105-15-004A) from current zone of R1-7, Single Family Residential to AR-20, Agricultural Residential:
 - i. Andrea Charley: Administrative Assistant read aloud, for the record, a letter from Ms. Charley opposing the zoning change, due to nuisances and adverse effects of allowing horses on the property.
 - Brianna Laney: Administrative Assistant read aloud, for the record a letter from Ms. Laney opposing the zoning change, because the it is not for the owner's enjoyment of the property but to facilitate a sale of the property.
 - III. Bridgette Laney: Please note that Ms. Laney did submit a letter to be read if she was unable to make it to the meeting, but when she was able to attend spoke instead. Ms. Laney stated that she is from Springerville. She is in opposition of the zoning change due to the nuisances it can become if allowed to be horse property. That this "spot zone" has come before the board two times before, one being September 14, 2000. She stated that changing the zoning is in conflict of the "Master Plan" on usages of property. She also submitted to the Commission a copy of the meeting minutes from the aforementioned September 14, 2000 meeting.

The Commission had a brief discussion at this time regarding the zoning map and which types of zones were around the property in question, with the majority in this area either being C-1, Commercial or Agricultural zones.

iv. Kerry Nedrow: Mr. Nedrow stated that he lives in Springerville. He stated that to rezone this area would be a mistake. He also stated that horses and trees do not

get along. And that if horses are allowed on the property, they will kill all the trees and beat it down into a dirt patch not the green grass that it is now.

- b. Conditional Use Permit Application for 279 South Mountain Avenue (Parcel # 105-18-025D) requesting to utilize the property as a marijuana dispensary:
 - i. Bob and Kay Dyson: Admin Assistant read aloud, for the record, a letter submitted by Mr. and Ms. Dyson. They stated that the Town has spent almost a year trying to come to a decision on where they stand concerning marijuana businesses in Town. They stated that the Commission has heard from many citizens of the area including community leaders, school employees and medical personnel etc., that all oppose allowing marijuana businesses in the area. They spoke of issues with the previous dispensary that was in Town, and the drug problems that are already in the area. They believe that the Town has the right to refuse allowing a dispensary to open in Town. They also listed five items that they would like to see as changes to the proposed ordinance: 1) Limit it to one dispensary; 2) not allow the cultivation site within the city limits; 3) Consider allowing the drive thru service for the dispensary; 4) Not allowing variances to the distance requirements; and 5) Limit to 1,000 sq. ft., not 5,000 sq. ft. as listed in the proposed ordinance. Admin Assistant advised the Commission that there were several pages of statistics attached to the letter and inquired if the Commission would like them read aloud as well? Chairman Scott stated that due to time, they would not have them read aloud, but advised the audience that the statistics were summarized from an article on the adverse effects of marijuana. Please note that all Commission members were given a physical copy of the letter in its entirety.
 - ii. Anonymous: Admin Assistant, read aloud, for the record a letter submitted to Brian Carpenter for this meeting. The person wanted to express their support of a dispensary in Springerville. Marijuana has helped them with their Bi-Polar disorder, and they know other people with medical conditions that it has helped. They also believe that the tax revenue will help the Town, and that customers will also go to the other local businesses in the area.
 - iii. Anonymous: Admin Assistant, read aloud, for the record a letter submitted to Brian Carpenter for this meeting. They believed a dispensary would be beneficial because the majority of the people in the State voted for it, and that the Town would make taxes off of it.
 - iv. Lisa Carpenter: Stated she resides in Springerville. She stated that she just got done fighting cancer, and that she spoke with her oncologist about pot for treatment. She stated that he directed her to find a person that grows it, and to "eat" as much as she could. She is now cancer free. She stated that she lived at the previous dispensary in Town, and that it was never broken into as stated in the Dyson's letter. She spoke of the security measures that were in place at the dispensary, including 24-hour surveillance cameras that could be accessed on her smartphone. She wanted it known that it was the owner's, not the manager's, fault that the dispensary failed, that the owner was a shyster. She recommends that the Town not allow a similar situation happen again, and that

they should research and future dispensary owners carefully. She stated that she does not believe that marijuana is not a gateway drug, that she tried it at several different ages and stages of her life, and that it wasn't for her. She stated that she believes that she is a productive member of society, and she is and has been employed for a long time. She stated that the dispensary that was here was ran well, and that again it was the ownership behind the failure. Children were not allowed inside the dispensary at all. She stated that the revenue from the dispensary was significant, and that at one time they were bringing in around \$60k a month.

- v. Pele Fisher: Stated that she represents Apache County Dispensary, who was awarded one of the rural licenses available for this area. That they are in compliance with the current medical marijuana ordinance. That the Conditional Use Permit application is just for a retail location. She stated that Prop. 207 allows for reasonable zoning requirements that are not to be more restrictive than what the State allows. She also stated that Springerville has not currently prohibited marijuana businesses, and their application does currently meet the medical ordinance. They are requesting two variances in alignment with the proposed ordinance; the first being the square footage, 1000 sq. ft. is not adequate enough to allow for a secure facility, including a waiting room, bathrooms, inventory storage space etc., the second being the allowance of a drive thru, which helps maintain security and is beneficial to those with mobility issues.
- vi. Monica Boehning: Stated that she currently resides in Eagar, but has lived in the area for almost 40 years, with 15 of those years living in Springerville. She also noted that the majority of her spending occurs in Springerville, that her place of worship is in Springerville, and that she supports and volunteers with several charities located in Springerville as well. She is concerned the Town is putting the cart ahead of the horse on this matter. That there is only a medical marijuana ordinance in place at this time. She wanted it noted that personally she is okay with the responsible use of medical marijuana. She is concerned because the Town Council has yet to officially voted to adopt a revised ordinance which would provide oversight of recreational marijuana businesses. It is premature, in her opinion, to issue a permit to an adult marijuana business until a revised ordinance is adopted. She believes that all operational use permits should adhere to the current ordinance; that allowing permits before the proposed ordinance is adopted could lead to misunderstandings and confusion between the Town and permittees.
- vii. Sara Pressler: Introduced herself as the applicant and in the ownership group for Apache County Dispensary and Divine Holdings. She gave some information about herself, stating that she was an attorney; she is from Mohave Valley area; her business partners are friends that she has known from the 9th grade; she served as public defender for the City of Flagstaff for children and psych patients; she also served as Mayor of Flagstaff for two terms. She stated that she understands and appreciates a relentless commitment to public service, and

that trying to find common solutions is "good government." She also gave a bit of her personal background stating that she is a mom of four children. She stated that the Conditional Use Permit Application does meet the current requirements. She also stated that they are asking for two variances: the first being size, that 1,000 sq. ft. She stated that more space would allow for better security, break spaces, and separate employee and customer restrooms. The second variance that they are requesting is for a drive thru service; which also allows for better security, as the customers are not physically coming into the building. She stated that customers must first come in and register before they are allowed to utilize drive thru services, and that it is a really serious process. She believes that a dispensary could really help members of the community safely access cannabis products. She also explained the difference in tax for medical marijuana and adult use marijuana products. She also explained that she would be available later in this meeting if the Commission had further questions.

- vili. Kerry Nedrow: Advised that he is from Springerville. Stated that Monica (Boehning) nailed it on the head, that he does not believe that the Town is not at point in this process to issue a Conditional Use Permit. He stated that he is confused by what we are doing here and what you (the Commission) intend to do at this point. Chairman Scott explains that this is just the first hearing on this matter. Mr. Nedrow responds, stating that we cannot have a hearing because we do not have a statute to have a hearing on, that the Town does not have anything to put the Conditional Use Permit to. Chairman Scott explains that in the current Commercial zoning code there is an allowance for medical marijuana sales with a Conditional Use Permit. Mr. Nedrow disagrees with this. Mr. Rasmussen asks the Commission if they would like him to clarify now, or wait until the meeting goes out of Public Hearing? Chairman Scott states that they would like to wait until they go back into regular meeting. Mr. Nedrow states that he would like to hear the answer now, because in regular meeting he cannot participate or respond. Mr. Rasmussen speaks to the Commission advising them he can respond now or in regular meeting. Chairman Scott tells Mr. Nedrow that the Commission does allow people to speak further in the regular session. Mr. Nedrow states that he didn't know that people were allowed to speak outside of the Public Hearing. Commissioner Scott tells him that yes, especially with this situation, they are going beyond to make sure that people get their say. Mr. Nedrow says they may have, but from a public standpoint that they do not know when this will be allowed or not. Commissioner Scott stated that for the sake of this matter, and tonight they will allow further questions.
- ix. Mike Campbell: Advised he is from Eagar, but that this matter affects the whole community. He stated that he puts on the Chrome in the Dome event, and that money raised from the event goes to help kids in the vocational programs. Stated that he cannot speak for anyone else but that for him, marijuana was a gateway drug and let him to doing harder drugs. He stated that not everyone

gets clean, and that addictions are different for everyone, but he is fighting to give the kids in this area a chance. He knows that kids can't legally go into dispensaries, but kids also can't buy alcohol either, "but we all did it, got an adult to buy it for us." He believes it will be the same with marijuana. He asking that marijuana not be put in front of the kids, he states that people can go to Show Low to buy their pot. He doesn't believe that this is something the community needs, doesn't believe it is good for the community. He stated that yes, the tax revenue is great, but now California is a mess. He stated that he came from California 20 years ago, and he now lives in a nice quiet neighborhood, doesn't have the problems that he had before. Opening a dispensary would be inviting problems. He stated that we should look at the major cities where they show homeless people, the addictions that are going on, people are walking around looking like the living dead. He stated that we are inviting things like that into our community. Personally, he does not think we need it. He stated that one dispensary is plenty (spoke about license being issued to the Smoke Shop?), that we may as well put liquor stores around the high school. He urged the Commission to "act like adults, please", stating that revenue is great, but money isn't everything; that the community has survived without all this tax revenue.

x. Mitch Udall: Advised that he is from Springerville. Stated that he was at the last meeting several weeks ago. Spoke of the letter that was read earlier, and that it has been expressed by leaders, the police chief, business owners, families, and other organizations, that this is not wanted. He hopes that it would be considered that when it was voted on, that Prop 207 did not pass in Springerville. He thought that it was apparent at the last meeting that this is wanted. He knows that the Town is in a pretty bad situation after the dealings with marijuana at the airport. He stated that it will be a long time before we recover from that. He also asked that at what point will we learn our lesson that this is not wanted or accepted in our community?

xi. Gabriel Candelaria: Is from Springerville, his family has been in the area since the early 1900s, and he currently resides in Springerville. He stated that the Commission does not represent Arizona as a whole, or Phoenix, that they represent the citizens of Springerville. He stated that economically Springerville is hurting, it needs some kind of dramatic boost to help revitalize it and rejuvenate the economy. It's losing all kinds of businesses. We don't have a furniture store anymore, no appliance store anymore; we have grocery stores. The only way to bring businesses is back is to show them that you can make them viable, to show them that this economy is thriving. He stated that he bought the old Allred's building, and that the reason it came up for sale is because it wasn't making any money, it was losing money. He stated that Mr. Allred was tired, and wouldn't even pass the business along to his children, so they just decided to up and go. He stated that someone made the correlation between alcohol and adult use marijuana, and that yes-people but alcohol for teenagers which is terrible. He stated that buying thirty 6-packs is legal, buying

20 bottles of liquor is legal, but that the sale of adult use marijuana is limited to one ounce per person, per day, and that unlike alcohol this transaction and the customer's name is recorded. He also cannot understand why anyone would share with kids, citing that marijuana is expensive at a dispensary. He commented that at the previous meeting the police chief said that there had been a house broken into where 5 pounds of marijuana was stolen, Mr. Candelaria stated that marijuana was not from a dispensary. He stated that it is illegal for a person to share or sell their "personal" marijuana. He also stated that he believes that there is more of a problem with alcohol and other drugs in the area. He stated that a dispensary would be highly regulated and looked at. Chairman Scott asked about the limit of one ounce, if it was per day or per month. The Admin Assistant clarified and stated that you can buy up to one ounce per day, and can only possess one ounce outside your residence, and that a person over 21 can grow up to 6 plants in their residence, with up to 12 plants in a residence with two legal age adults in the home.

- xii. Dan Torres: Stated he lives in Springerville. He said that someone spoke at the last meeting that the hate to deny a business, and he agrees he hates to see that kind of thing as well. He replied to the previous speaker in regards to Allred's; he said that he spoke with Mr. Allred who stated that he was liquidating because his daughter-in-law had cancer, and he was selling everything to help the family financially. He stated that in Nevada prostitution is legal, and that if Arizona did the same would we want a house of prostitution in our town?
- xiii. Mike Otero: Stated that he lives in Springerville. He wanted to remind the people that everyone has opinions on this matter. He does agree with people not selling to kids. Stated that he sees people walking around town that are "methed out", and he doesn't seen people trying to get them out of town. He just wanted to remind everyone that everyone does have an opinion and that is his.

Chairman Scott had inquired if there was any further discussion on the item for Public Hearing; Vice Chairwoman Shove had motioned to go out of public hearing, Commissioner Becker seconded. Chairman Scott called for the vote, motion passed unanimously, 5-0. The Public Hearing portion was closed and the regular Public Meeting reopened.

- 7. <u>ZONING ADMINISTRATORS REPORT</u>: Mr. Rasmussen stated that the department is busy issuing building permits. He also wanted to clarify why we are asking speakers for their names each time they speak, it is for the recording and the minutes, so that we can make sure they are correct. He also stated that the asking of where a speaker lives is not to segregate them or that their opinion doesn't matter, it is for the record as well. He also advised the Commission that Pele Fisher and Sara Pressler, as the applicants for the CUP would be available to speak or answer questions.
- 8. LIAISON REPORT: None, no Town Council meeting since last Commission meeting.

OLD BUSINESS

9. Regarding Application to Rezone 364 North Becker Lake Road from its current zone of R1-7, Single Family Residential to AR-20, Agricultural Residential. Discussion was conducted as follows: Commission discussed the other zoning districts in the area mainly being commercial or agricultural, that this parcel is the only one zoned residential. The Admin Assistant asked the Commission if they would like the document submitted by Ms. Laney read aloud, the Commission requested that she do so. The Admin Assistant read aloud from the Planning and Zoning Commission meeting minutes from September 14, 2000, which stated that a similar application had been put before the commission to rezone the property to AR-20, the application was denied. The P & Z Commission at that time reasoning that a rezone to AR-20 would go against the "Master Plan." The Commission also had questions about lot size, and how many horses would be allowed, Mr. Rasmussen replied that up to four horses could be allowed. Chairman Scott stated that being that the other properties around this either being commercial or agricultural made him feel like this parcel is a "spot zone" and that the residential zone has been wrongly applied to it. Mr. Rasmussen advised the Commission that how this parcel became residential is unknown and unfortunately, he is unable to find out exactly how it happened. Chairman Scott spoke to Ms. Laney confirming that her property is actually zoned commercial, she confirmed. Ms. Laney also stated that when it was zoned that way the previous general plan had anticipated that the area would be commercial businesses coming into Town from that direction. Commissioner Becker states that she feels pretty strongly that the people that are opposing the change should speak pretty loudly as they have been in the area a long time, and that Ms. Sharp is requesting the change so that she can more easily sell the property. Vice Chairwoman Shove inquires if all the area property owners have been notified of the rezone application; Admin Assistant responds saying that all residents within at least 300 ft. have been notified, but that she has received return letters from one property owner. The Commission reviewed the zoning maps again. Commissioner Raymer recused herself from the vote. Vice Chairwoman Shove states that she understands why it is residential, and in the past the Commission has always listened to the neighbors and their concerns when making a decision. Chairman Scott says the surrounding properties are commercial; Commissioner Becker says that is true but people live there. Chairman Scott says he understands they live there but the zoning is the zoning and cannot understand why we are penalizing this property as everyone else has the ability to enjoy their property as they see fit. Commission took a few more minutes reviewing the zoning maps. Vice Chairwoman Shove motions to not accept the rezoning application; Commissioner Becker seconds. Chairman Scott called for the vote; Yea, 2 and Nay, 2 with one abstention and no tie breaker motion dies.

NEW BUSINESS

10. Chairman Scott introduced the item; a Conditional Use Permit application for 279 South Mountain Avenue that is requesting to utilize the property as a marijuana dispensary. He also reminds the Commission and the audience that this is the first hearing on this matter, and that a second hearing on the matter has already been scheduled for October 12, 2021 at 6:00 PM. Chairman Scott requests at this time for Mr. Rasmussen responds to Mr. Nedrow's questions that were asked during the Public Hearing portion of this meeting. Mr. Rasmussen states that this application was received, and that within the current C-1, Commercial zoning there is a provision that allows the sale of medical marijuana with a conditional use permit. He also states

that the Town has a current and clearly defined medical marijuana ordinance, and that the previous dispensary that was in town also operated under that ordinance. He stated that there is a proposed ordinance where the first hearing has been held, with the second hearing on the ordinance being scheduled for next week (Sept. 21). He continues on stating that the Town is following under it's current Town Code, and that with anything having to do with marijuana the Town Attorney is being consulted. Mr. Rasmussen advised that this application was forwarded to the attorney for review, the attorney agreed and directed us to go ahead and process the application as it is allowed currently in the zoning. Per Town Code, once the application has been filed a hearing must be held in 30 days, and that is what is going on with this meeting. He finishes up by stating that tabling this matter until after the proposed ordinance has been cleared or denied was not an option. Chairman Scott asks Mr. Nedrow if that helped answer some of his questions. Mr. Nedrow asked if there was an option of tabling the matter? The Commission said no, there is no option to table the matter. Mr. Nedrow stated that he thinks that we do, because we don't have a statute that it can be tied to, whether we have an old one for medical marijuana or not. Vice Chairwoman Shove reminds him that this is only the first hearing and that they are not voting at this time. Chairman Scott advises Mr. Nedrow that the current zoning code for C-1, Commercial does allow for an application for a Conditional Use Permit for a marijuana dispensary. Mr. Nedrow responds, stating that "sounds like to me that it doesn't matter to you, the input at that other hearing, because you've made up your mind that the existing zoning is good enough for you, regardless of what happens." Chairman Scott replied that no, he and he believes the rest of the Commission, are trying to listen to everyone; and that he has not made up his mind yet. Vice Chairwoman Shove reminds Mr. Nedrow that this first hearing had to happen within thirty days of the application to comply with the rights Conditional Use Permit applicant. Mr. Nedrow says he understands that, but that it still seems out of sync. Chairman Scott asks the applicant Sara Pressler if she is requesting to sell medical as well as recreational marijuana. Ms. Pressler responds that when law was passed in November, it married medical and recreational, making about 100 what are called "dual" licenses. She stated that she does have dual license facilities, and when the customer comes in, they will state whether they are a patient or a recreational user. She continued stating that taxation is different for patients, and that patients are allowed access to products that can only be sold for medical use. She continued on stating that when Proposition 207 passed it stopped the issuance of any more medical licenses. She further stated that where medical licenses had been previously removed from the rural areas, it created a "vacuum", making way for illegal and illicit sales, so the State created the lottery system. She goes on to explain the lottery system; where it allowed for adult use products only, and two licenses were issued in Apache County for these sales, and that these two licenses cannot be moved out of Apache County. She believes that the intent of this was to suffocate the illegal market by having regulated sales. She continues on stating that while she cannot give a medical patient the lower tax rate, or the higher dose products (because the higher dose products cannot be in inventory), a dispensary would help them from having to travel as far. She further stated that every product is tested and that under Prop 207 products must be in packaging that is not attractive to children as well as being child-resistant. Ms. Pressler then responded to a question from an unknown audience member regarding her plans for a possible cultivation facility in Springerville; she stated that this time she has a cultivation facility in her town, but at this time does not have any plans for a cultivation facility here. Ms.

Pressler then responded to another audience question regarding security; she explained that there are security cameras everywhere in the dispensary, that allow for offsite surveillance along with an outside alarm company, she also stated that every product is inventoried and counted on a regular basis, and that employees are licensed by the State as well as needing to adhere to the business' own policies and procedures. She also stated that they keep track of sales with a system not unlike a grocery store rewards card. She further explains some about Prop 207, and encourages the town to consult with legal council on it, and also states that it is important for lots of questions to be asked of anyone applying to start a marijuana business in the community. She also spoke of donations and community help that they have done in the area they are from. Vice Chairwoman Shove asks her about having a grow facility. Ms. Pressler responds that each marijuana establishment license starts with a retail store, but under this code they are permitted to have an offsite cultivation facility. Vice Chairwoman Shove states that even though there are no plans at this time for a cultivation facility, there is nothing that says the company can't change their mind. Ms. Pressler states that is true, but this application is only for a retail store, and that any further plans would require a separate application, which would have to follow along with town code. She stated that at this time they do not have plans to cultivate in the area, there is no secret plan to do so in the future. She also states that she knows that cultivation in the area has been a controversial subject, and at this time they are only applying for the retail location. An audience member questions if Ms. Pressler is relocating to the area; Ms. Pressler responds and states that she has no plans to move here, she explains about her family life and children's schools where she lives now. She also states that they will be hiring local people, with the possibility of bringing in an experienced employee here temporarily to assist with getting things going. She in turn questions about other business owners not living here citing McDonald's as an example. She states that even though she will not be living here, she does encourage people that if they see something wrong or if the dispensary does not seem to be operating as it should to contact the State, that ownership is what matters to the State. Audience member Mike Campbell speaks, stating that what she says sounds great, but the citizens are concerned with the "aftermath" of a dispensary opening. He knows that it will be good for businesses and tax revenue, but wants to know what the company is going to do in partnership with the community (i.e., anti-drug programs in schools etc.) Ms. Pressler states that a company's past actions, and future actions can speak better than promises. She believes that not having a regulated market creates a "void" in which illegal and illicit sales can be detrimental to a community. She spoke of ways that the company's dispensaries have helped people with physical and mental disabilities, even some who were not customers. She stated that they have engaged in in the communities where they operate, to the extent that new versions of DARE programs are successful, and have a positive impact on children. Mr. Campbell asks how much are they financing that, or willing to finance that? He also states that bottom line is they are a business and only out to make money. Ms. Pressler responds that is correct, every business person is out to make money, otherwise they are a charity and not a business. Mr. Campbell states that bottom line he could grow it and sell it cheaper than the dispensary. Ms. Pressler tells him to "go for it" but that is illegal. Mr. Campbell states that "illegal sales are going to happen anyway and as small as a community we are we do not need it here." Ms. Pressler responds that Proposition 207 has authorized this dispensary license to be issued, and that the community does have an existing ordinance on its books, that cannot be more restrictive than

what the state allows, a marijuana establishment that must be allowed in Apache County. She furthers that while she cannot give an exact amount of money that will be given back to the community, their business model states that the most amount of money donated must be given to the community where the most employees reside, at this time being Mohave; but that money can be committed back to the community depending on what the need is, generally health, education, kid's sports. Mr. Konorosky, asked about the volume of an ounce of marijuana, Ms. Pressler used hand measurements to show him. He also asked about sales being all in cash, Ms. Pressler stated that they used to be all in cash, but now they are a legitimate business with banking, and that payments can also be made using an ACH transfer system. Ms. Konorosky stated that the security measures seem extreme, and its alarming to hear that the propensity for a problem is that high; Ms. Pressler responds that the security and camera requirements are part of State law. There is additional brief discussion about security requirements. Ms. Konorosky and Ms. Pressler have a discussion where Ms. Konorosky inquires about how committed they are to a lawsuit if they dispensary is not allowed; Ms. Pressler replies that they would like to just be collaborative, and that they have never filed a lawsuit before, it just depends what goes on. Ms. Konorosky states that she believes that they are committed to a lawsuit, and states that the people that are against it outweighs the people that are for it. Mr. Rasmussen just reminds the Commission that for a cultivation facility it would need to be in the I-1, Industrial Zone, and that an applicant would need to go through the Conditional Use Permit process. Ms. Harding speaks wondering about the requirement that the Town cannot be more restrictive than the State, and how that would apply to a grow facility; Mr. Rasmussen stated that would be something the Town Attorney would need to be consulted on for an answer. Chairman Scott reminds the audience that the Commission does not have to approve a Conditional Use Permit application. Mr. Rasmussen states that there was a statement made where that if you have an existing medical marijuana ordinance that you cannot change it, this is untrue, per the Town Attorney another ordinance can be created to abolish the existing ordinance. He wanted to remind the audience things are not premeditated with the Town, that the reason these hearings are happening is so the Commission can make an informed recommendation to the Council. Commissioner Becker makes a motion to continue this matter for a second public hearing on October 12, 2021 at 6:00 PM; Vice Chairwoman Shove seconds. Chairman Scott calls for the vote; motion passed unanimously 5-0.

11. <u>ADJOURNMENT:</u> Vice Chairwoman Shove motioned to adjourn; Commissioner Raymer seconded. Chairman Scott called for the vote; motion passed unanimously, 5-0. Meeting was adjourned at 8:12 PM.

TOWN OF SPRINGERVILLE MEMORANDUM

TO :	Springerville Town Council
TO: FROM:	Chris Collopy / Town Manager
DATE:	6/15/22
SUBJECT:	Award of Wilkins Well ARPA Project

PROPOSED MOTIONS:

I move we award the Wilkins Well Project to R. Davis Drilling LLC. for the bid amount of \$180,309 and include a contingency not to exceed 30% and authorize the Town Manager to execute the necessary documents.

OR

I move we do not award this project or I move we table this item.

STAFF REPORT

The new Wilkins well will be funded through an American Rescue Plan Act (ARPA) grant. The Town went out to bid through a formal Request for Bids process. We signed out 5 bid packets and only received two back. One bid was \$180,309 and the other was for \$629,258.56. Staff wishes to award the bid to the lowest bidder, R. Davis Drilling.

Attachments: A. Bid packet B. Proposed Agreement May 31, 2022

							2:00 pm
		TOWN OF SPI	TOWN OF SPRINGERVILLE				
		Wilki	Wilkins Well				
		TALLY	TALLY OF BIDS				
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Watt	ENGINEER'S ESTIMATE	R.Davis	er.	Name	Name	Name	Name
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NFORMATION REGARDING PAST PERFORMANCE							
AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES							* <u>;</u>
ACKNOWLEDGEMENT OF ADDENDUM NO. 1							
ACKNOWLEDGEMENT OF ADDENDUM NO. 2							
RESPONSIVE							

PAGE 1 OF 1

2.2

5

Town of Springerville Wilkins Well Bid Opening Sign In May 31, 2022, 2:00 pm



Company Name:Town of SeringervilleMailing Address:418 E Main SHCity, State, Zip:SPringervilleCompany Name:SPringervilleMailing Address:SpringervilleCity, State, Zip:StateCity, State, Zip:StateCompany Name:State	Contact Name:	
418 EMBINST OPRIME NU BRINGERVILLE NU		Christinitizer, Kelsi Miller mischel wink
SPringerville AZ	Phone:	(928) 333-2656
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Company Name:	Contact Name:	
Mailing Address:	Phone:	
City, State, Zip:	Email Address:	

BID DOCUMENTS & SPECIFICATIONS

FOR

TOWN OF SPRINGERVILLE

NEW WILKINS WELL PROJECT

Springerville, Arizona

May 2022

024684-21002





SPECIAL NOTICE

Bidder's attention is called to the fact that no bid is complete without the return of this book of Special Provisions and Contract Documents with all the pages intact. Addenda shall be attached inside the front cover of this book.

Sealed Bids

Bids shall be submitted in a sealed envelope. The outside lower right-hand corner of the envelope shall be marked:

Davis Drilling LLC, Contractor "Sealed Bid of_

For: Town of Springerville New Wilkins Well

Town of Springerville New Wilkins Well

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TECHNICAL SPECIFICATIONS- The 2015 Edition (revised 2022) or latest revision/update of the Maricopa Association of Government Uniform Standard Specifications and Details for Public Works which **ARE INCLUDED** by reference.

INVITATION TO BID

TOWN OF SPRINGERVILLE NEW WILKINS WELL Springerville, Arizona

The Town of Springerville is extending an invitation for bids for the **NEW Wilkins WELL PROJECT**, in Springerville, AZ which will include furnishing all labor, equipment, materials and incidentals as may be required for the **NEW WILKINS WELL PROJECT**.

Sealed Bids will be received at the office of the town clerk, Town of Springerville, 418 E Main Street, Springerville, AZ 85938 until <u>Tuesday</u>, <u>May 31, 2022</u>, at <u>2:00 pm</u>. Bids will be read to the public at that time. The Owner reserves the right to modify the Scope of Work and to reject any and all bids not deemed in the best interest of the Town of Springerville.

The Work is generally described as follows:

Drilling, installation, development, and testing of one (1) new water production well, consisting of drilling and casing an approximately 330 feet hole, complete w/ appropriate seals, screening, or other required elements. Develop and testing of the drilled well, installation of permanent well pumping equipment, surface grout & seal, and final grading of the wellhead site. The project site is located within the Town of Springerville, North of U.S. 60, West of Water Treatment Road, as defined on the Plans, Specifications, and Special Provisions identified as Town of Springerville New Well Project.

The Contractor shall furnish all labor, equipment, materials and incidentals as may be required to accomplish the project(s) outlined in the Bid Form and Technical Specifications.

Contract Documents and Bid Instructions may be obtained from the Town of Springerville. Interested parties should contact the Town of Springerville Community Development Director, Attn: Michael "Mischa" Larisch, 418 East Main Street, Springerville, AZ 85938 (928) 333- 2656X227.

Sealed Bids

Bids shall be submitted in a sealed envelope. The outside lower right-hand corner of the envelope shall be marked:

"Sealed Bid of R Davis Drilling LLC, Contractor

For: NEW WILKINS WELL PROJECT

INFORMATION FOR BIDDERS

1. Defined Terms and Standard Documents

Construction and administration of this Project shall be in accordance with the requirements of the latest edition of the following separate documents except as modified and supplemented by these Contract Documents:

Attached Technical Specifications, the Uniform Standard Specifications for Public Works Construction Maricopa Association of Governments (MAG), 2015 edition, with revisions.

Terms used in the Instructions to Bidders are defined in the General Provisions, MAG. The term "Owner" means the Town of Springerville. The term "Engineer" means Painted Sky Engineering & Survey, 176 N. Main Street, Snowflake, AZ 85937 (928-537-7218) unless otherwise stated. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a Bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom the Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Technical Specifications (containing the Bid Form), and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. Copies of Bidding Documents:

Complete sets of the Bidding Documents stated in the Advertisement or Invitation to Bid may be obtained from the Town of Springerville.

Complete sets of Bidding Documents must be used in preparing Bids; the Owner does not assume any responsibility for errors or misrepresentations resulting from the use of incomplete sets of Bidding Documents.

The Owner and Engineer, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

3. Qualifications of Bidder:

To demonstrate qualifications to perform the Work, each Bidder, must be prepared to submit within five days of Owner's request, written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below (or in Supplemental Instructions). Each bid must contain evidence of Bidder's qualifications to do business in the State of Arizona or covenant to obtain such qualifications prior to award of the Contract. As evidence of his competency to perform the Work, Bidder shall complete and submit with his Bid the Bidder's Qualification Statement that is bound in these Contract Documents. Low Bidders may be asked to furnish additional data to demonstrate competency. The Bidder shall meet the Contractor Qualifications as indicated in Section 1.4.1 of the Technical Specifications.

4. Examination of Contract Documents and Site:

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing with Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents, (f) check and double check all computations <u>before</u> final submission to Bid Opening. All tabulations should be checked against the Engineer's estimate and responsibility for negligent error is the Bidder's responsibility.

Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof.

Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, and possible changes in the Contract Documents due to differing conditions appear in MAG Sections 102 and 104 of the General Conditions.

Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examination, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition <u>upon completion of such explorations</u>.

The lands upon which the Work is to be performed, rights-of-way and/or easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands

and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. Interpretations and Addenda:

- 5.1 All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda which will be emailed to all parties recorded by the Engineer as having received the Bidding Documents. Questions received less than seven (7) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Owner or the Engineer.

6. Bid Security:

Each Bid must be accompanied by Bid Security made payable to Owner in an amount of Ten Percent (10%) of the Bidder's maximum Bid price, in the form of a certified or bank check or a Bid Bond (on the form attached) issued by a surety meeting the requirements of ARS §41-2573.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid Security of the Bidder will be forfeited. The Bid Security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh (7th) day after the Effective Date of the Agreement or the forty-sixth (46th) day after the Bid Opening, whereupon Bid

Security furnished by such Bidders will be returned if Bid is not offered to and accepted by another qualified Bidder. Bid Security with Bids that are not competitive will be returned within seven (7) days after the Bid Opening.

7. Contract Time:

The number of consecutive calendar days within which the Work is to be completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

8. Liquidated Damages:

Provisions for liquidated damages are set forth in the Agreement.

9. Substitute or "Or-Equal" Items:

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Requirements.

10. Subcontractors:

It is not permissible to subcontract more than 49% of the total bid price of this project.

Subcontractor List (page BF-9) must be filled out and submitted as part of the Bid package.

11. Bid Form:

The Bid Form is included with the Bidding Documents. The Bid Form shall not be removed from the Contract Documents.

All blanks on the Bid Form must be completed in ink or by typewriter. Failure to fill in all blanks properly may disqualify your Bid.

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the separate seal must be affixed and attested by the Secretary or an Assistant Secretary. The corporate address and state of incorporation must be shown below the signature.

All names must be typed or printed below the signature.

The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form and the Bid Tab located in the back of the Technical Specifications).

The address, telephone number and email address for communications regarding the Bid must be shown.

12. Submission of Bids:

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in a sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and the required documents.

13. Modification and Withdrawal of Bids:

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work to be provided under the Contract Documents. Failure to send written notice of material and substantial mistakes within twenty-four hours will leave the Bidder at full risk liable at law for performance of contract, if contract is awarded, or for liquidated damages in lieu of performance, or for forfeiture of Bid Security, at Owner option in an amount not less than ten percent (10%) of the Bid.

14. Opening of Bids:

Bids shall be opened at the time and place indicated in the Advertisement or Invitation to Bid just after the Bids are due and will be read to the public at that time.

15. Bids to Remain Subject to Acceptance:

All Bids will remain subject to acceptance for forty-five (45) days after the day of the Bid Opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

16. Award of Contract:

Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or charges in the work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and Unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the

In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of subcontractors, suppliers, and other persons and organizations must be submitted as provided in the Special Provisions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and further that Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within forty-five (45) days after the day of the Bid Opening.

17. Contract Security:

MAG Subsection 103.5 sets forth Owner's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, the required Performance and Payment Bonds must accompany it.

18. Signing of Agreement:

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within seven (7) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten (10) days thereafter, Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the approved Drawings with appropriate identification.

19. Taxes and Licenses:

The Contractor is to pay all taxes, license fees, and any other costs associated with doing work on this project. These costs must be included in the bid.

20. Retainage:

Provisions concerning retainage and Contractors' rights to deposit securities in lieu of retainage are set forth in the Agreement.

BID FORM

Project Name: TOWN OF SPRINGERVILLE NEW WILKINS WELL PROJECT

This Bid is Submitted to:	Town of Springerville
	418 E Main Street
	Springerville, Arizona 85938

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid, and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the advertisement or Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid Opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding requirements within fifteen (15) days after the date of Owner's Notice of Award.

- 2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement that:
 - a. BIDDER has examined copies of all Bidding Documents and of the following Addenda (receipt of all is hereby acknowledged):

Date	Addenda Number	Date	Addenda Number
5-31-22	02684-21002		

- b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- c. BIDDER has studied carefully all Drawings and Specifications.

- d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such information which pertains to the physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- e. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data with respect to said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions to the Contract Documents.
- f. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- g. BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed firm or corporations and is not submitted in conformity with any Agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to obtain for itself any advantage over any other Bidder or over OWNER.
- i. BIDDER understands, has read and accepts full responsibility and liability for the provisions of Paragraph 13 in the Information for Bidders.
- j. BIDDER understands that Soil Compaction Testing will be provided by the OWNER and is not their responsibility and should not be included in their bid price. BIDDER will be responsible for scheduling the required testing.
- k. BIDDER understands that Construction Staking will be provided by the CONTRACTOR and is their responsibility and should be included in their bid price. BIDDER will be responsible for scheduling the construction staking.
- 1. BIDDER understands that the amount of Rock Excavation has been estimated for this project. Rock Excavation is hereby defined as the removal of all materials, which by actual demonstration to the Engineer and by approval of the Engineer, is

not practical to be excavated with conventional excavation equipment. The final Rock Excavation quantity will be determined during construction by the Engineer and will be determined by measuring the length, width, and depth of the rock in the trench. The amount paid for this item will be based on the Unit Price, provided by the BIDDER, and the actual amount of rock excavated. The term "Rock Excavation" shall be understood to indicate a method of removal and not a geotechnical material.

- m. BIDDER understands that after any work is completed in the roadway and site yard, the roadway and site yard shall be brought back into equal or better condition as existed before the construction began.
- n. BIDDER understands that water service must be maintained at all times, unless authorized otherwise by the Engineer/Owner and affected residents is granted.
- 3. BIDDER will complete the Work for the prices as indicated on the Bid Tab located in Table 1 of the Technical Specifications. The total from the Bid Tab shall be indicated below:

TOTAL PRICE: \$ /80, 309, 00 TOTAL PRICE IN WORDS: one hundred eighty thousand three hundred Ame dollars

Bidder: 12 Davis Drilling (11

*NOTE: All unit bid prices and extended bid prices shall include <u>ALL</u> applicable taxes.

- 4. BIDDER agrees that the Work will be complete within ninety (90) calendar days after the date when the Contract Time commences to run.
- 5. The following documents are attached to and made a condition of the Bid:
 - a. Required Bid Security in the form of a Certified Check, Cashier's Check or a Bid Bond in the amount of 10% of maximum Bid price.
 - b. Subcontractor List.
 - c. Required BIDDER's Qualification Statement supporting data.
 - d. Non-Collusion Affidavit.
- 6. Communications concerning this Bid shall be addressed to:

A G R E E M E N T

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2022 by and between the TOWN OF SPRINGERVILLE, AN IMPROVEMENT DISTRICT, ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF ARIZONA, (hereinafter called OWNER) and

(hereinafter called CONTRACTOR)

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Drilling, installation, development, and testing of one (1) new water production well, consisting of drilling and casing an approximately 330 feet hole, complete w/ appropriate seals, screening, or other required elements. Develop and testing of the drilled well, installation of permanent well pumping equipment, surface grout & seal, and final grading of the wellhead site. The project site is located within the Town of Springerville, North of U.S. 60, West of Water Treatment Road, as defined on the Plans, Specifications, and Special Provisions identified as **Town of Springerville New**_ **Wilkins Well Project.**

The Contractor shall furnish all labor, equipment, materials, incidentals as may be required to accomplish the project(s) outlined in the Bid Form.

The Project for which the Work under the Contract Documents, in whole or in part, is generally described as follows: **TOWN OF SPRINGERVILLE NEW WILKINS WELL PROJECT**

The 2015 Edition (revised 2022) or latest revision/update of the M.A.G. Uniform Standard Specifications and Details for Public Works Construction are the Standard Specifications for this project with additional specifications contained in the Special Provisions section. The most stringent requirements will govern.

Article 2. ENGINEER

The Engineer, or authorized representative who is hereinafter called ENGINEER, and who is to act as OWNER's representative, assumes all duties and responsibilities and has the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The Work will be completed within ninety (90) calendar days from the date when the Contract Time commences to run as provided in the General Conditions.
- 3.2 FAILURE TO COMPLETE ON TIME: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER may suffer financial loss if the Work is not completed within the times specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Section 108 of the General Conditions (MAG Specifications). They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that liquidated damages for failure to complete on time (but not as a penalty) will be in accordance with Section 108.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in accordance to Bid Schedule.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the Supplementary Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments: OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about 15 days after ENGINEER's approval. All progress payments will be on the basis of the progress of the Work measured by actual percentage of Work accomplished or, by the schedule of values established in the General Conditions, (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 5.1.1 Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made, and less such amounts as ENGINEER shall

determine, or OWNER may withhold, in accordance with the General Conditions.

90% of Work Completed. The 10% withheld from the work completed shall be known as retainage. In lieu of the 10% retainage provided in this paragraph, the OWNER shall, at the option of the CONTRACTOR, accept as a substitute an assignment of these funds, as outlined in A.R.S. §34-221, Subsection C, paragraph 5.

90% of the materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by paid invoice and other documentation satisfactory to OWNER as provided in the General Conditions).

5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with the General Conditions, OWNER shall pay the remainder of the Contract Price, including retainage, as recommended by ENGINEER.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 62 CONTRACTOR has studied carefully all physical conditions, and accepts the determination set forth in the drawing and contract documents to the extent of the technical data contained in such drawings and documents upon which the CONTRACTOR is entitled to reply.
- 63 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such data (in addition to or to supplement those referred to in Article 7 below) which pertain to the physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes. Costs for performing such functions are considered incidental to this Contract or Agreement.
- 64 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground

Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically, the provisions of the General Conditions.

- 65 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.6 CONTRACTOR has given ENGINEER written notices of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work, consists of the following:

- 7.1 This Agreement (pages A-1 to A-19, inclusive).
- 7.2 Notice of Award (page **NOA-1**).
- 7.3 Notice to Proceed (page **NTP-1**).
- 7.4 Performance and other Bonds (pages **PB-1** to **PB-4**, inclusive).
- 7.5 Special Provisions (pages **SP-1** to **SP-4**, inclusive).
- 7.6 Addenda Numbers (______to____, inclusive).
- 7.7 CONTRACTOR's Bid (pages **BF-1** to **BF-11**, inclusive).
- 7.8 Technical Specifications (Beginning on page **TS-1**).
- 7.9 Bid Schedule (**Table 1** at the end of Technical Specifications).
- 7.10 Documentation (including Instructions to Bidders) submitted by CONTRACTOR prior to Notice of Award (pages **IB-1** to **IB-8**, inclusive).
- 7.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto; All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.

7.12 The documents listed in Paragraphs 7.1 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Paragraphs 3.4 and 3.5 of the General Conditions.

Article 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement have the meanings indicated in the General Conditions of the Uniform Standard Specifications and Details for Public Works Construction (Maricopa Association of Governments MAG).
- 8.2 No Assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Article 9. SEVERABILITY

If any portion of this Agreement (Contract) is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired, voided, or invalidated in any way.

Article 10. INSURANCE

10.1 <u>CONTRACTOR'S INSURANCE</u>. Prior to the execution of the contract, the Contractor shall file with the Owner's Engineer a certificate or certificates of insurance executed by an insurance company doing business in the State of Arizona and acceptable to the Owner's Engineer. The certificate of insurance shall state that, with respect to the contract awarded the Contractor, the Contractor carries insurance in accordance with the requirements of this subsection.

On all policies, the Town of Springerville shall be named as an additional insured.

All insurance policies or certificates shall include an endorsement providing for thirty (30) days prior written notice to the Owner's Engineer of any cancellation or

reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until the required insurance is in force and new certificates of insurance have been filed with the Owner's Engineer. The insurance policy or policies provided by the Contractor may contain deductibles not to exceed \$500 for any one accident or occurrence excluding bodily injury.

In addition to statutory Worker's Compensation Insurance, the Contractor, with respect to all operations performed by himself or his subcontractors, shall have in force regular public liability insurance in not less than the following amount: **\$1,000,000 Combined Single Limit of Liability per Occurrence.**

Such insurance shall include, but not be limited to, coverage for underground damage to facilities because of drilling and excavating with mechanical equipment, and for collapse of or structural injury to structures or utilities because of blasting or explosion, excavation, tunneling, pile driving, cofferdam work or demolition.

With respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the contract, the Contractor shall have in force automobile liability insurance in not less than the following amount: **\$1,000,000 Combined Single Limit of Liability per Occurrence.**

- 102 <u>Third Party Beneficiary Clause</u>. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create to the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.
- 103 <u>Indemnity</u>. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the Town of Springerville, its Engineer, its agents, officers, and residents from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the costs of appellate proceedings) relating to, arising out of or resulting from the negligent acts, errors, mistakes, omissions, work or services of the CONTRACTOR, its agents, employees or subcontractors in the performance of this Agreement. The amount and type of insurance coverage requirements set forth herein shall not limit the scope of the indemnity in this paragraph.

Article 11. TESTING AND QUALITY CONTROL

Materials testing will be provided by a third party at the expense of the OWNER. All materials testing will be coordinated with the ENGINEER. The CONTRACTOR should be mindful of minimizing trips for materials testing when scheduling construction activities. Duplicate trips for materials testing due to lack of planning by the CONTRACTOR or repetitive failing tests, will be paid for by the CONTRACTOR.

The ENGINEER will provide inspections as necessary for quality control purposes. The CONTRACTOR should work closely with the ENGINEER when scheduling and completing work in order to minimize rework.

Article 12. SANITARY, HEALTH AND SAFETY PROVISIONS

The Contractor shall provide and maintain in a neat, sanitary condition such restroom accommodations for the use of his employees as required to comply with the requirements of the State and local boards of health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under the Arizona Occupational Safety and Health Standards for Construction, adopted by the Industrial Commission of Arizona pursuant to the Authority in A.R.S. §23-410 and may be required to post Federal, State or Occupational Safety Regulations at the work site.

A-8

CONTRACTOR PAYMENT REQUEST

Date_	
Period	
Contractor Payment (CP) Request Number	
Contract Date	

Project Name: Town of Springerville New Wilkins Well	<u>Project</u>
Contractor:	
Original Contract Amount (a)	\$
Total of Change Orders (b)	\$
Revised Contract (c) = $(a+b)$	\$
Force Account Contract Allowance (d)	\$
Force Account Work Completed to Date (e)	\$
Work Completed to Date (f)	\$
Materials Stored on Site (g)	\$
Sub Total (h) = $(e+f+g)$	\$
10% Retainage (i) = (0.1*h)	\$
Total $(j) = (h-i)$	\$
Less Previous Payments (k)	\$
Payment Due this Period $(l) = (j-k)$	\$
Balance Due After This Payment $(m) = (c-d+e-j)$	\$
Percent Completed (h/c) x 100	

I certify that the amount of Work estimated to have been done conforms, in all material respects, with the requirements of the Contract.

Signature (Contractor)

Signature (Engineer)

Signature (Owner)

Date

Date

Date

FIELD ORDER

No. _____

Project: Town of Springerville New Wilkins Well Project

Date of Issuance:

OWNER: Town of Springerville 418 E Main Street Springerville, AZ 85938

CONTRACTOR:

Contractor:

You are hereby directed to execute promptly this Field Order that interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to the ENGINEER immediately and before proceeding with this Work. If your proposal is found to be satisfactory and in proper order, this Field Order will, in that event, be superseded by a Change Proposal Request.

Reference:

Description:

Attachments:

By:

Resident Project Representative

FIELD ORDER

Order No.

Project Title: Town of Springerville New Wilkins Well Project

Project No. _____ Date

Contractor

A Field Order is valid only for the issuance of orders and directions to the Contractor that fall within the scope of Work as it is defined in the Contract Documents. It is not valid for any Work that involves changes in time or job costs. For changes that involve time or cost, a Change Order or Work Directive Change must be used.

DISTRIBUTION: 1. Contractor

- 2. Project Manager
- 3. Field Office
- 4. Files
- 5. Owner

Date

Resident Project Representative

Date

Contractor's Authorized Representative

CHANGE PROPOSAL REQUEST (Not a Change Order)

Project: **Town of Springerville New Wilkins Well Project** Change Proposal No.

Contractor:

Date Sent to Contractor: _____ Date Rec'd from Contractor: _____

We hereby request the cost of the following proposed change in your contract on subject project and the return of this completed form.

- A breakdown of your cost <u>SHALL</u> be attached.
- Do not proceed with this work until authorized by the Owner.

DESCRIPTION OF THE PROPOSED CHANGE:

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is approved by Change Order, the time of completion will be (Increased) (Decreased) (Unchanged) by ______ calendar days.

This change will Add	
Engineer Recommendation: Deduct	Recommend Acceptance
Not Change	Do Not Recommend Acceptance
Contractor	By
By	Date
Date	-
Cc:	OWNERS ACTION
	Accepted Not Accepted
	By Date

WORK DIRECTIVE CHANGE

No._____

Project: Town of Springerville New Wilkins	Well Project
Date of Issuance	
Owner:	
Contractor:]	Engineer:
You are directed to proceed promptly with the Description:	following change(s):
Purpose of Work Directive Change:	
Attachments: (list documents supporting chang	ge)
U	ave affected Contract Price or Contract Time, any volve one of the following methods of determining Method of determining change in Contract Time:
Time and Materials	Contractor's Records
Unit Prices	Engineer's Records
Cost Plus Fixed	Other
Other	
Estimated increase (decrease) in Contract Price: \$ If the change involves an increase, the estimated amount is not to be exceeded without further authorization.	Estimated increase (decrease) in Contract Price: \$ If the change involves an increase, the estimated time is not to be exceeded without further authorization.
RECOMMENDED:	AUTHORIZED:
BY	BY
Engineer	Owner
ACCEPTED BY	(Contractor)
DATE	

CHANGE ORDER

Project: Town of Springerville New Wilkins Well Project	
Change Order No	
Contract Date:	
To:	
Engineer:	
Modify the Contract per the following Change Proposal Requests, Change Order.	which are attached to this
Original Contract Price	\$
Current Contract Price adjusted by previous Change Order	\$
The Contract Price due to this Change Order will be (increased (decreased) by:	l) <u>\$</u>
The new Contract Price, including this Change Order will be:	\$
The Contract Time to Substantial Completion will be (increased) days.	(decreased) bycalendar
The Contract Time to Final Completion will be (increased) (decrea	ased) bycalendar days.
The date for Substantial Completion of all Work will be	(date).
The date for Final Completion of all Work will be	(date).
Accepted for Contractor by:	Date:
Approved for Engineer by:	Date:
Approved for Owner by:	Date:

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner's Project No.:

Engineer's Project No.: <u>024684-21002</u>

Project: Town of Springerville New Wilkins Well Project

Contractor: ______
Contract For: _____

Contract Date: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To: Town of Springerville

And to: <u>, Contractor</u> Authorized representatives of OWNER, CONTRACTOR and ENGINEER have inspected the Work to which this Certificate applies, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be allinclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

CERTIFICATE OF FINAL COMPLETION

Project: <u>Town of S</u> Project No.:	pringerville New Wilkins Well Project				
Contract For:	Contract Date:				
This Certificate of I following specified	Final Completion applies to all Work under the Contra- parts thereof:	ct Documents, or to the			
To: Town of Sprin	gerville				
And to:	,Cor	,Contractor			
Work to which this	ntatives of the OWNER, CONTRACTOR and ENGIN Certificate applies, and that Work is hereby declared t e Contract Documents on	1			
	Date of Final Completion				
Contractor's Affida Certificate.	wit regarding settlement of claims is attached to and m	ade a part of this			
Executed by ENGI	NEER on	, 20_			
	(Engineer)				
	By				
CONTRACTOR accepts this Certificate of Final Completion on		, 20 <u>_</u> .			
	(Contractor)				
	By				
OWNER accepts th	is Certificate of Final Completion on	, 20			
	By				

WARRANTY

hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on <u>Town of Springerville New</u> <u>Wilkins Well Project</u> for a period of one (1) year from the date the project improvements are accepted by the Town of Springerville. Said date is ______.

CONTRACTOR further agrees in the event that any or all of the Project improvements fail to conform to the Contract Documents or require any rebuilding, construction, or reconstruction to keep Project improvements in conformity with the Contract Documents or to bring Project improvements up to the Contract Document Specifications that CONTRACTOR will pay all necessary, reasonable and normal costs whatsoever, incurred by the OWNER in repairing, construction, reconstruction, or rebuilding any of the Project improvements which at any time within the above mentioned period of two years are not in conformity with the Contract Documents. These costs shall also include the repair or replacement of other work or materials damaged or affected by making the above repairs or corrective action.

Provided, however: That the OWNER shall give written notice to the CONTRACTOR that the OWNER intends to perform work on the Project improvements and that said notice shall specify the improvement, its location and the cause or kind of nonconformity with reference to the relevant Contract Documents. Said notice shall be sent to CONTRACTOR by registered mail and CONTRACTOR given 15 days upon receipt of said notice to begin work before the OWNER begins any work or incurs any cost unless an emergency situation occurs. The occurrence of any emergency shall be determined in the reasonable discretion of the OWNER, and is declared to be an event which renders advance notice contrary to the health, safety or welfare of the residents in the vicinity of the Crosby Acres development. In case the OWNER finds the existence of an emergency requiring immediate action, the OWNER shall serve notice to the CONTRACTOR in the form above mentioned as soon as practical and shall include an explanation of the state of affairs requiring emergency action.

Provided, further: That unless the CONTRACTOR begins rectification of the deficiency of warranty within the 15 day period and completes it in a reasonable time and manner satisfactorily to the OWNER, the obligation of the CONTRACTOR shall be to compensate the OWNER for bringing any improvements up to the Contract Document Specifications and this obligation shall cover all work necessary to bring the improvement into conformity, even if the work occurs after the expiration of the two year period specified above if the OWNER sent notice as provided above within the two year period, or in the case of any emergency as provided above, if the OWNER actually began work on the improvement within the two year period.

Should legal action be necessary in order for the OWNER to be compensated by the CONTRACTOR for the costs and expenses of bringing the warrantied deficiencies into conformity, CONTRACTOR agrees to pay all attorney fees, costs and expenses incurred by the OWNER.

In case of work, materials or equipment for which warranties are required by the Special Provisions, the CONTRACTOR shall provide or secure from the appropriate subcontractor or supplier such warranties addressed to and in favor of the OWNER and deliver same to the ENGINEER prior to final acceptance of Work. Deliveries of such warranties shall not relieve the CONTRACTOR from any obligation assumed under any other provisions of the Contract.

The warranties and guarantees provided in this subsection of the Contract Documents shall be in addition to and not in limitation of any other warranties, guarantees or remedies required by law or by specification.

CONTRACTOR and the OWNER agree and acknowledge that this Agreement is the consideration for acceptance by the OWNER of the Project improvements for maintenance by the OWNER including, but not limited to, the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for the **Town of Springerville**.

DATED this day of	, 2022.
(Contractor)	
By(Title)	
(The)	
STATE OF ARIZONA)	
) ss.	
County of)	
The foregoing instrument was acknowledged before me by	
thisday of	, 2022.
Witness my hand and official seal	
	Notary Public
My Commission expires	
	(SEAL

APPROVED BY OWNER:

Public Works Director, Town of Springerville

ATTEST:

CONTRACTOR'S AFFIDAVIT

REGARDING SETTLEMENT OF CLAIMS

Date

Project: Town of Springerville New Wilkins Well

To the TOWN OF SPRINGERVILLE:

Gentlemen:

This is to certify that all lawful claims for professional services, fixtures, machinery, tools, materials, rental of equipment and labor used in connection with the construction of the above Project, whether by Subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$______, as set out in the final pay estimate, as full and complete payment under the terms of the Contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above-described Project. The undersigned further agrees to indemnify and save harmless the Town of Springerville against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said Association may suffer arising out of the failure of the undersigned to pay for all professional services, fixtures, machinery, tools, materials, rental of equipment and labor furnished for the performance of said installation.

Signed and dated at		, this	day of	, 2022.	
			Contractor		
	By				
STATE OF ARIZONA)) ss.				
County of)				
The foregoing instrument w, 2	vas subscribec 2022.	l and sworn to	before me this	day of	
			Nota	ry Public	

My Commission expires______.

(SEAL)

NOTICE OF AWARD

Date:

То:

Project Name: Town of Springerville New Wilkins Well

You are notified that your Bid dated (_____) for the above Contract has been considered. You are the apparent successful bidder and have been awarded a Contract for the **Town of Springerville New Wilkins** Well Project

The Contract Price of your Contract is: (______).

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. If applicable, three sets of Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions of this Notice of Award by (______).

- 1. You must deliver to OWNER three fully executed counterparts of the Agreement including all Contract Documents. This includes the triplicate sets of Drawings if applicable.
- 2. You must deliver the executed Agreement and the Contract Security (Bonds) as specified in the Contract Documents and the General Conditions (Section 103).
- 3. List other conditions:

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within fifteen (15) days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

TOWN OF SPRINGERVILLE

By_____

Public Works Director

NOTICE TO PROCEED

Date:

To:

Project Name: <u>Town of Springerville New Wilkins Well Project</u>

You are notified that the Contract Time under the above Contract will commence to run on, <u>2022</u>. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the date of Substantial Completion is <u>, 2022</u> and Final Completion is <u>, 2022</u>.

Before you may start any work on the site, the General Conditions provide that you must deliver to OWNER Certificates of Insurance that you are required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the site, you must _____

TOWN OF SPRINGERVILLE

By:___

Public Works Director

SPECIAL PROVISIONS

Town of Springerville New Wilkins Well Project

The 2015 Edition (revised 2022) or latest revision/update of the M.A.G. Uniform Standard Specifications and Details for Public Works Construction are the Standard Specifications for this project. The following are added to the M.A.G. Standards. The most stringent requirements will govern.

SECTION 104 - SCOPE OF WORK 104.1 Work to be Done:

104.1.1 General:

Remove the last paragraph and add the following:

It is the intent of the Contract Documents that upon completion of the construction work, a fully functional, complete well system is provided. The Contractor shall perform all work as may be necessary to complete the project in a satisfactory and acceptable manner in full compliance with the plans, specifications, and terms of the Contract.

Unless otherwise specified in the Special Provisions, he shall furnish all labor, materials, equipment, transportation, utilities, services, and facilities required to perform all work for the construction of the project within the time specified. Special care should be taken to return any landscape areas to as close to preconstruction condition as possible.

104.2 Alteration of Work:

Add the following Subsection after 104.2.5:

104.2.6 By the OWNER: The OWNER reserves the right to make, at any time during the progress of the work, such alterations in the details of construction and such increases or decreases in quantities as may be found necessary or desirable. Such alterations and changes shall not invalidate the contract nor release the surety and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract. The Owner will issue Change Orders to cover unforeseen circumstances which make it impossible to carry out the work in accordance with the original contract plans and specifications.

Alterations or changes shall not constitute a basis for adjustments in the unit prices, shown in the bid schedule, unless the Contractor can demonstrate actual price changes in the materials or products provided. No loss of profit nor changes in administrative costs will be allowed due to changes in the required quantities, as the intent of the unit price is to fully compensate the Contractor for each unit provided.

SECTION 105 - CONTROL OF WORK

Add to the end of Subsection 105.1 the following paragraph:

The Owner shall provide for inspection of all work as defined in the Standard Specifications. Additionally, the Owner may have other organizations inspect portions of the work performed. These observations are solely intended for the benefit of the Owner. It will remain the Contractor's responsibility to fully complete all work in accordance with the project plans and specifications.

Section 105.4-Coordination Of Plans And Specifications

Add to the beginning of Subsection 105.4 the following paragraphs:

The special provisions, the plans, the standard specifications, and all supplementary documents are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for the complete work.

In case of discrepancy or conflict, the order in which they govern shall be as follows:

- 1. Agreement
- 2. Addenda
- 3. Design Plans
- 4. Special Provisions
- 5. Technical Specifications, including Figures and Appendices
- 6. Standard Details
- 7. Standard Specifications

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC 107.2 Permits:

Add to the end of Subsection 107.2 the following paragraph:

The Contractor shall, without additional expense to the Owner, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State, and Municipal Laws, codes, and regulations in connection with the prosecution of the work.

SECTION 108 - COMMENCEMENT, PROSECUTION AND PROGRESS Section 108.4 - Contractor's Construction Schedule:

Add to the beginning of Subsection 108.4 the following paragraphs:

Prior to starting work, the Contractor shall furnish the Owner a construction schedule for their approval. The Owner will not approve a schedule that does not allow sufficient time for all aspects of the work to be performed in a timely manner within the 100-day schedule.

108.7 - Determination and Extension Of Contract Time

Add to the end of Subsection 108.7 the following paragraphs:

The Owner and Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, for the winter season, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Owner or Engineer, in writing, orders the Contractor to suspend the work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the order to suspend work to the effective date of the order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspension made at the request of the Contractor, or for any other delay provided for in the contract, plans or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work.

When construction is resumed, the Contractor shall replace or renew any work or materials lost or damaged because of such temporary use; shall remove to the extent ordered any work or materials necessary for the temporary maintenance by the Owner and shall complete the work in every respect as though its prosecution has been continuous and without interference. Such work and any work caused by such suspension, for reasons beyond the control of the Contractor, will be paid for under the respective pay items or in accordance with the requirements for force account work.

SECTION 109 - MEASUREMENTS AND PAYMENTS 109.4 Compensation for Alteration of Work:

109.4.1 By the OWNER:

Add to the end of Subsection 109.4.1 the following paragraphs:

Changes in the quantity of work made by the Owner will not be a basis for increases or decreases to the unit prices shown in the Bid Schedule.

No claim shall be made by the Contractor for any loss of anticipated profits due to changes in the project quantities.

<u>SECTION 109 – MEASUREMENTS AND PAYMENTS</u> 109.10 Payment for Mobilization/Demobilization:

Add to the end of the first paragraph of Subsection 109.10 the following sentence:

The Owner reserves the right to throw out unbalanced bids.

The second paragraph shall of Subsection 109.10 shall be replaced as follows:

On the first payment request, 50 percent of the contract item price for mobilization will be included in said estimate for payment. On the remaining pay requests, except for the final pay request, the contractor shall have no more than 10% of the contract item price for mobilization included in said payment request. Payment for demobilization will follow Final Completion and is assumed to be no more than 10% of the amount for mobilization.

SECTION 401 - TRAFFIC CONTROL

The following paragraph shall be added to the beginning of Subsection 401.1:

Because the project is on private property in secluded areas, a Traffic Control Plan is not expected. However, the contractor should provide Traffic Control safety measures in the Owner's Maintenance Yard during construction. This will be considered to be incidental to the project and will not be a pay item.

SECTION 801 – PERMANENT PUMP ASSEMBLY

The following should be added as a new section:

801.1 Description:

The work shall consist of installing a permanent pump assembly into the constructed well that will be used by the Owner for future pumping of drinking water to their water system.

801.2 Materials:

The materials shall consist of a Franklin SSR submergible well pump with 15 HP. The drop pipe shall be 2-1/2-inches in diameter and consist of low carbon steel. It is expected that the pump will be installed at a depth of 300 feet.

The materials will also include a pitless adapter connection to the drop pipe (column pipe) at the top of the well.

801.3 Installation:

The materials shall be installed in the well to provide the owner a permanent working well pump assembly. The installation will terminate outside the well such that others can

connect outside the well (piping and electrical) to connect the new well to the existing system.

END OF SPECIAL PROVISIONS

TECHNICAL SPECIFICATIONS

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1.0 GENERAL

1.1 LOCATION AND GEOLOGIC SETTING

The work to be accomplished under the following specification consists of the drilling and completion of one (1) production well located in the Town of Springerville. The project is located North of U.S. 60 and West of Water Treatment Road in Apache County, Springerville, Arizona. The well will be in Section 34, Township 9 North, Range 29 East. A map showing the proposed well location is presented on the Cover Sheet of the Well Plans.

The top of the aquifer is expected to be approximately 90 feet below ground surface (ft bgs) with a static water level of approximately 90 ft bgs.

1.2 DEFINITIONS

Throughout this specification, the term OWNER shall be understood to represent the Town of Springerville. The term CONSULTANT shall be understood to represent Painted Sky Engineering & Survey. The CONTRACTOR shall be the person, firm, or corporation with whom the OWNER will execute an agreement setting forth the terms and conditions for the work to be performed, as specified herein. The term SUBCONTRACTOR will apply to any person, firm, or corporation with whom the CONTRACTOR executes a secondary agreement for a portion of the scope of work.

1.3 SCOPE OF WORK

The installation of one (1) new water production well as specified herein consists of the CONTRACTOR drilling a borehole to the specified depth and diameter using the reverse circulation rotary drilling method. A preliminary well design is presented in the New Wilkins Well Improvement Plans. The scope of work presented herein also includes aquifer testing after the well installation is complete.

The CONSULTANT reserves the right to drill beyond the depths specified, or to stop at lesser depths, depending on subsurface conditions. The dimensions of the well may also be modified based on information obtained during the drilling of the pilot hole. The drilling, well installation, well development, well completion, and aquifer testing by the CONTRACTOR shall be conducted under the oversight of the CONSULTANT.

1.4 PERFORMANCE OF WORK

1.4.1 Contractor Qualifications

The CONTRACTOR shall have no less than five (5) years experience installing large capacity potable water production wells having similar dimensions. The CONTRACTOR shall assign a foreman to oversee all work required by this specification. The CONTRACTOR shall provide with its bid submittal a resume of the foreman, including years of experience reverse circulation rotary drilling method in the installation of large capacity wells.

1.4.2 Operations

The CONTRACTOR shall employ only competent employees for the execution of work. All operations shall be performed under the direct and personal supervision of an Arizona licensed well driller with a Registrar of Contractor License type A, A-4, A-16 or L-53. The CONTRACTOR shall construct the production well in accordance with the Rules and Regulations of the Arizona Department of Water Resources (ADWR), Article 8, Well Construction and Licensing of Well Drillers, as amended June 18, 1990. The well construction shall also comply

with the guidelines of the Arizona Department of Health Services Engineering Bulletin No. 10 (1978), and all other applicable State, County, or local regulations.

Should the well be lost due to any fault on the part of the CONTRACTOR, the well shall be abandoned at no cost to the OWNER, in accordance with Arizona Department of Water Resources Article 8, Rule R12-15-816, and a replacement well shall be constructed in the immediate area. The replacement well location will be selected by the CONSULTANT. Payment for the replacement well will be made based on the depth and status at which the original well was terminated. The replacement well shall be completed in accordance with all the terms and conditions stated herein. However, if the inability to complete the well was not due to any fault of the CONTRACTOR, the CONSULTANT and OWNER may designate a replacement well location and the OWNER shall provide reasonable reimbursement.

If a work delay is caused by the CONTRACTOR failing to comply with any item of these specifications, the CONTRACTOR will bear the burden of additional expenses, including any additional CONSULTANT charges assessed to the OWNER as a direct result of the delay.

1.4.3 Health and Safety

The CONTRACTOR is responsible for assuring that the CONTRACTOR and SUBCONTRACTOR personnel conform to all state and federal health and safety rules and regulations. The CONTRACTOR must prepare a Site Safety Plan for this project in accordance with applicable Occupational Safety and Health Administration (OSHA) requirements. The CONTRACTOR is responsible to assure that all CONTRACTOR personnel and SUBCONTRACTORS at the well site are thoroughly familiar with the Site Safety Plan for the proposed work. The Site Safety Plan must be provided to the CONSULTANT and OWNER by the CONTRACTOR prior to mobilization to the well site. A copy of the Site Safety Plan must be on site and easily accessible at all times. In addition, CONTRACTOR personnel are required to have been trained in the use of any personal protective equipment required by the Site Safety Plan. The CONTRACTOR shall meet the requirements of the Site Safety Plan at its own cost.

2.0 **PROTECTION OF SITE**

2.1 GENERAL

The CONTRACTOR shall take all necessary precautions to preserve the well site, as nearly as practical, in its present condition. The CONTRACTOR shall be responsible for replacing any damaged items. All litter and debris will be cleaned up daily and placed in containers for off-site disposal by contractor in a legal manner.

A plastic tarp shall be placed beneath the drilling rig during mobilization to protect the site against oil or hydraulic fluid spills or leaks and will remain beneath the rig until demobilization.

The CONTRACTOR can use above or in-ground mud pits for this project. The cost of the mud pit shall not be a separate bid item and shall be included into the CONTRACTOR'S overall costs to complete the project. After completion of drilling, the mud pit will be drained and allowed to dry to the maximum extent possible before backfilling. Soil from the mud pit excavation may be used to backfill the pit with appropriate compaction as approved by CONSULTANT or OWNER. Water pumped from the well during drilling, sampling, and development operations shall be conveyed to the mud pit constructed by the CONTRACTOR at the well site, where it can be contained without damage to the property, contamination of other wells or waterways, or creation of a nuisance. If excess water is developed during these operations, clean water as approved by the CONSULTANT can be pumped from the mud pit to the discharge structure. After completion of the work, the CONTRACTOR shall remove all debris, waste, trash, and unused materials or supplies; and, shall obliterate all signs of temporary construction facilities such as temporary work areas, temporary structures, stockpiles of excess, or waste materials; and, shall restore the site, as nearly as possible, to its original condition and satisfaction of the owner.

The OWNER, CONSULTANT, and CONTRACTOR shall conduct a final site inspection following the pump development and testing, and demobilization of the pump and auxiliary equipment to verify the site has been restored per the specifications and the OWNERS satisfaction. Any items that do not meet the OWNERS satisfaction per the specifications for the protection of the site shall be corrected by the CONTRACTOR.

After completion of the project, the OWNER shall have a working operating well that is connected to the existing water system.

2.2 DUST CONTROL

CONTRACTOR shall obtain a Dust Control Permit as required by Apache County. The CONTRACTOR shall be responsible for maintaining dust control for the duration of the project at the site.

2.3 SOUND CONTROL AND MITIGATION

Sound mitigation will not be required for this project.

2.4 DISCHARGE REQUIREMENTS

CONTRACTOR will be responsible for submittal of a Notice of Intent (NOI) for Single Source De Minimus Discharges to Waters of the United States under the Arizona Pollution Discharge Elimination System (AZPDES) De Minimus General Permit (AZG2010-001) administered by the Arizona Department of Environmental Quality (ADEQ), if required. CONTRACTOR shall also prepare a Best Management Practices (BMP) Plan to prevent storm water pollution due to project construction activities.

CONTRACTOR shall be responsible for the implementation, installation and maintenance of all erosion and sediment control described in the BMP Plan throughout the life of the project. A combination of BMP's to address erosion and sediment control, and the control of wastes and other construction site pollutants may be required. The BMP Plan shall fully meet the requirements outlined in the De Minimus General Permit. In addition to the AZPDES permit, special discharge permits through the County may be required and will be the responsibility of the CONTRACTOR to obtain prior to discharging.

3.0 UTILITIES

3.1 ELECTRICITY

The CONTRACTOR shall provide, at its own expense, all power required for its operations under the contract.

3.2 UNDERGROUND UTILITIES

Location of all utilities at the site shall be the responsibility of the CONTRACTOR. Utility damage, caused by the CONTRACTOR, shall be repaired at the CONTRACTOR'S expense in accordance with the Utility requirements. OWNER will assist CONTRACTOR in identifying known on-site utilities.

3.3 SANITARY FACILITIES

CONTRACTOR will be required to have an on-site portable toilet for personnel use. It shall be consistent with OSHA regulations and be maintained consistent with ANSI standards.

4.0 EQUIPMENT

4.1 GENERAL

The CONTRACTOR shall furnish and maintain a safe and efficient working condition all equipment necessary to perform the specified work, including a drilling rig or rigs capable of performing the specified operations to the specified depths; and, pumping, testing, sampling, and auxiliary equipment as specified or required to complete the described tasks. The drilling rig, pumping equipment, and auxiliary equipment used for this project shall be well maintained, and shall meet the standards of the Occupational Safety and Health Administration (OSHA). All high-pressure hoses shall be equipped with a safety chain to protect against the event of hose failure. If compressed air is introduced into the well during drilling, or well development, the air from the compressor must be treated by passage through a high-volume carbon or coalescing filter to remove organic contaminants (e.g., compressor lubrication oil). The drilling rig shall have a derrick rating and hook load capacity capable of lifting no less than 1.5 times the total casing weight.

4.2 DECONTAMINATION

Prior to the start of drilling, the CONTRACTOR shall decontaminate the drill rig and downhole tools by steam cleaning. The method and extent of steam cleaning must be approved by the CONSULTANT. *The CONTRACTOR will be required to provide a letter of certification to the CONSULTANT of the decontamination of the CONTRACTOR'S equipment, prior to utilization.* The CONTRACTOR may certify, in writing, the decontamination of critical (downhole) pieces of drilling equipment in lieu of actual steam cleaning, provided the downhole pieces of drilling equipment have not been in contact with any hazardous or toxic materials since the last decontamination. All necessary steam cleaning will be conducted at the CONTRACTOR's expense.

5.0 REPORTS, LOGS, AND RECORDS

5.1 GENERAL

The CONTRACTOR shall keep accurate and legible all required logs as described below. The forms for penetration rate log, the daily driller's report, and the drilling fluid control log must be approved by the CONSULTANT.

5.2 PENETRATION RATE LOG

During the drilling of the borehole, a time log shall be kept showing the actual penetration time required to drill each foot of the borehole. The types of bits used in each interval of the borehole shall be noted in this log and whether designed for soft, medium, or hard formations, including approximate weight on the bit during the drilling of the various types of formation in the various sections of the borehole. This log shall be available for review by the CONSULTANT throughout the drilling program and shall be delivered to the CONSULTANT upon completion of drilling.

5.3 DAILY DRILLER'S REPORT

During the drilling and construction of the well, a detailed driller's report shall be maintained and provided daily to the CONSULTANT at the well site. The daily driller's report forms must be International Association of Drilling Contractors (IADC) or equal as approved by the CONSULTANT. The report shall give a complete description of all formations encountered including number of feet drilled, number of hours on the job, shutdown due to breakdown, type of bit used, weight of the collars included in the drill string, weight on the bit, amount and type of drilling fluids used, plumbness test results at each 100-foot interval, and length and type of casing set; and, such other pertinent data as may be requested by the CONSULTANT. CONTRACTOR personnel will submit the log to the CONSULTANT or OWNER for approval daily.

5.4 DRILLER'S LOG

During the drilling of the pilot borehole, the CONTRACTOR shall prepare a detailed driller's log in compliance with the requirements of the Arizona Department of Water Resources (ADWR). The log shall include the reference point for all depth measurements, a generalized description of each formation encountered, the depth at which each formation is encountered, and the thickness of each formation. A copy of the driller's log shall be furnished to the CONSULTANT and OWNER.

6.0 WELL DRILLING AND INSTALLATION

6.1 GENERAL DRILLING METHODS

The drilling of the boring will be conducted by the reverse circulation rotary drilling method. The borehole diameters of these specifications should be considered the minimum allowable. The CONTRACTOR shall be responsible for designing and controlling a drilling program that conforms to this specification.

6.2 SURFACE CASING INSTALLATION

6.2.1 Drilling

The surface casing borehole for this production well shall be drilled to a depth of no less than 40feet, with a diameter sufficient to accommodate a 12-inch steel casing. The CONSULTANT and OWNER reserves the right to direct the drilling of the surface casing borehole to a greater depth depending on geologic formations and other subsurface conditions. The surface casing boring may be drilled using a rotary drilling method or by use of the auger drilling method.

6.2.2 Materials

6.2.2.1 Casing - The surface casing for this production well (see Improvement Plans) shall be new, and manufactured in accordance with American Society for Testing and Materials (ASTM) Specification A53 Grade B low carbon steel. This casing shall have a 12-inch outside diameter and have a minimum 0.325-inch wall thickness. The minimum length of the surface casing shall be 41 feet. The casing shall be factory assembled in not less than 20-foot lengths.

6.2.2.2 Cement Grout Seal - The surface casing cement grout seal material shall consist of a cement slurry containing 5.2 to 6.0 gallons of water per 94-pound sack of Portland cement. The Portland cement shall conform to ASTM Standard C150, Type II. The cement grout weight shall be measured prior to installation, as an indicator of the cement-water mix ratio. The cement grout slurry shall not exceed 17 pounds per gallon (lb/gal) (or 127 pounds per cubic foot, lb/cf). The cement grout slurry may contain sand or aggregate, which shall not exceed 50 percent by volume of the cement. Water shall be added with the sand additive as required.

If the cement grout is not mixed on-site, the CONTRACTOR must provide the specific constituents of the cement grout to the CONSULTANT prior to placement of the grout. The cement grout slurry shall be mixed thoroughly and must be free of lumps to the satisfaction of the CONSULTANT. Cement grout that does not comply with this specification will be rejected.

6.2.3 Casing Installation

Details for the surface casing construction are shown in the Improvement Plans. Surface casing, conforming to Section 6.2.2, shall be furnished and placed from one foot above the ground surface to a minimum of 40 feet below the ground.

Joints in the surface casing shall be field welded in accordance with applicable provisions of the American Water Works Association (AWWA) Standard C206 for welded joints. Alignment straps, or a CONSULTANT approved equal may be used to align the well casing sections prior to welding. Prior to welding, the ends of each casing section shall be free of grease, paint, cement, dirt, oil, scale, slag, heavy rust, or any other foreign material. The ends of the casing sections shall be sufficiently oriented to assure 100% penetration of the weld, and adequate welding passes shall be made to provide for complete filling of the joined casing ends. Each welding pass shall be smooth and free of blisters, scale, bubbles, cracks, and imperfections that would contribute to a lack of strength of the overall welded joint. All well casing joints or overlaps shall be made water-tight to prevent the degradation of the water supply by the migration of poor quality water. All welding shall be performed by an experienced welder.

6.2.4 Cement Grout Installation

A cement grout slurry conforming with the specification in Section 6.2.2.2 shall be placed from the base of the surface casing to the ground surface. Care shall be taken to maintain an equalization of pressures to the extent necessary to prevent collapse of the surface casing. The grout seal shall completely fill the annular space and form a continuous seal between the surface casing and the wall of the borehole. If the surface casing borehole is less than or equal to 8 inches in diameter larger than the outside diameter of the surface casing, the cement seal must be installed using a tremie pipe. The surface casing grout seal may be placed in two separate installations to completely extend the top of the seal to the ground surface. The surface casing shall be maintained centered in the hole before the occurrence of the initial set of the cement grout. The method of grout installation must be approved by the CONSULTANT. CONTRACTOR shall maintain the surface casing centered in the hole for a minimum curing time of 12 hours or until the seal obtains a compressive strength of 5,000 pounds per square inch (psi).

6.3 WELL BORING

The upper well borehole shall be constructed to accommodate the installation of 12-inch steel casing to a depth of no less than 40-feet. The lower well borehole shall be constructed to accommodate the installation of 8-inch stainless steel blank and screen to the bottom of the well. However, the CONSULTANT reserves the right to direct the drilling of the well borehole to a greater or lesser depth, depending on geologic formations and other subsurface conditions. The well boring shall be drilled using the method described in Section 6.1, and in compliance with the drilling fluid testing and reporting requirements of Section 5.0.

6.4 **PRODUCTION WELL INSTALLATION**

6.4.1 Materials

The materials which are anticipated to be installed in the production well are described below. The actual materials to be used are subject to change, based on information obtained during the drilling and testing of the pilot borehole. The CONSULTANT will consult with the well driller to determine the exact well casing specification prior to installation of the well, based on the analysis of the data collected during the drilling and testing of the pilot hole. The CONSULTANT will provide the CONTRACTOR with the final design specifications within a period of 72 hours following completion of all geophysical logging and zonal samples.

The CONTRACTOR shall be responsible for the timely delivery to the drilling site the well casing and well screen materials necessary to complete the production casing design program as determined. The final length of the well screen interval(s) and the blank casing interval(s) will be determined by the CONSULTANT based on analyses of the pilot boring data.

6.4.1.1 Well Casing - The uppermost blank well casings shall be new Low Carbon Steel and manufactured in accordance with ASTM Specification A53 Grade B or A139 Grade B steel. The casings shall have an outside diameter as indicated on the Improvement Plans and have a minimum 0.325-inch wall thickness. The total length of the blank well casing shall be as indicated on the Improvement Plans and allow for a minimum 1-foot stickup above land surface. The casing shall be factory assembled in not less than 20-foot long sections. Ends of casing lengths shall be as described in Section 6.4.2.1.

These well casing dimensions are for bidding purposes only and are subject to change at the discretion of the CONSULTANT. The CONSULTANT will provide a final screen design based

on analysis of the formation cuttings collected during drilling of the pilot borehole and geophysical logging.

6.4.1.2 Well Screen -The well screen shall be new Low Carbon Steel and manufactured of allwelded shutter screen. The screen shall have an outside diameter of 8 inches, and a total length of 60 feet. This screen shall have a wall thickness of 0.312 inches. The well screen shall consist of a louvered configuration (Roscoe Moss Ful Flo or equal) and manufactured to ASTM A139 Grade B physical properties. The louvered open size will be approximately 0.050 inches, spaced using the Roscoe Moss Ful Flo (or equal) pattern.

These screen dimensions are for bidding purposes only and are subject to change at the discretion of the CONSULTANT. The CONSULTANT will provide a final screen design based on analysis of the formation cuttings collected during drilling of the pilot borehole and geophysical logging.

6.4.1.3 Filter Pack

The filter pack shall consist of clean, well-rounded grains that are smooth and uniform. The filter pack shall be siliceous with a limit of five percent, by weight, calcareous material. The filter pack material shall be obtained from a source that has been approved by the CONSULTANT and OWNER and shall consist of well-rounded particles with an average density of not less than 2.5 grams per cubic centimeter. Not more than one percent, by weight, of the material shall have a density of 2.25 grams per cubic centimeter or less. The filter pack shall contain not more than two percent, by weight, of thin, flat, or elongated pieces (pieces in which the largest dimension exceeds three times the smallest dimension) determined by hand-packing. The filter pack material shall be free of shale, mica, clay, dirt, loam and organic impurities of any kind and shall contain no iron or manganese in a form or quantity that will adversely affect the water quality. The anticipated filter pack grain size will be retained by the #12 U.S. Standard Sieve and pass through the #8 U.S. Standard Sieve. For bidding purposes, filter pack material provided by Premier Silica will be acceptable.

Samples of the filter pack, including sieve analysis, shall be submitted to the CONSULTANT for approval, a minimum of five (5) days prior to delivery of the filter pack to the site. A suitable storage area for the filter pack shall be provided by the CONTRACTOR. The filter pack shall be delivered to the site directly from the supplier in order to minimize contamination. Filter pack material must be bagged (bulk bags are acceptable) and shall be contained and temporarily stored on site in such a manner as to prevent contamination. Un-bagged delivery of filter pack material will not be accepted.

6.4.1.4 Bentonite Seal

The bentonite seal material shall consist of sodium bentonite pellets, bentonite chips, or a bentonite slurry. The bentonite seal material shall contain no hazardous materials or gypsum. A sample of the bentonite material shall be provided to the CONSULTANT for approval no less than three days prior to installation.

6.4.1.5 Cement Grout

The cement grout seal material shall consist of a cement slurry containing 5.2 to 6.0 gallons of water per 94-pound sack of Portland cement. The Portland cement shall conform to ASTM Standard C150, Type II. The cement grout weight shall be measured prior to installation, as an indicator of the cement-water mix ratio. The cement grout slurry shall not exceed 15 lb/gal (112 lb/cf). The cement grout slurry may contain pozzolanic (fly ash) material as an additive, which complies to ASTM Standard C618, and which shall not exceed 50 percent by volume of the cement. Water shall be added for the pozzolan as required. Sand, or aggregate material additives shall not be used. Bentonite, as an additive, must be in powder form and shall not exceed five percent by weight of the cement, cement and sand, or cement and pozzolan. Water added for

bentonite shall not exceed 1.3 gallons per 1.88 pounds of bentonite (two percent by weight in cement). Accelerator additives, such as calcium chloride or sodium chloride shall not be used. Water used for preparing the grout slurry shall be potable. The water source and the specific constituents of the cement grout must be approved by the CONSULTANT.

If the cement grout is not mixed on-site, the CONTRACTOR must provide the specific constituents of the cement grout to the CONSULTANT at least three (3) days prior to placement of the grout. The cement grout slurry shall be mixed thoroughly and must be free of lumps, to the satisfaction of the CONSULTANT. Cement grout which is not adequately mixed will be rejected by the CONSULTANT, due to possibilities of the slurry bridging during placement. The CONTRACTOR must provide a cement mix design, the mix water source and the specific constituents of the cement grout to the CONSULTANT at least three (3) days prior to the start of cementing operations.

6.4.2 Casing Installation

The well casing shall be set centered in the hole so as not to interfere in any way with the grout seal, filter pack, well installation, or maximum efficient operation of a submersible pump for use in the well casing. Details for this production well construction are shown in the Improvement Plans. The CONTRACTOR will be required to work continuously on a 24-hour per day, 7-day per week basis, while installing and completing the well.

This well casing shall be set by the CONTRACTOR in the open borehole with the casing and well screen set at depth intervals specified by the CONSULTANT. Low carbon steel casing centralizers shall be secured to the well casing and screen at intervals not greater than 80 feet. The casing shall be hung in suspension until the filter pack and cement grout seal have been installed. The sounding tube can be installed with the casing or directly following casing installation.

6.4.2.1 Joints in the Well Casing

Joints in the low carbon steel well casing and well screen shall be field welded in accordance with applicable provisions of the American Water Works Association (AWWA) Standard C206 for welded joints. Prior to welding, CONTRACTOR shall ensure the ends of each casing section are free of grease, paint, cement, dirt, oil, scale, slag, heavy rust, or any other foreign material. CONTRACTOR shall ground, or sufficiently scarf, the ends of the casing lengths to remove sharp edges or burrs. CONTRACTOR shall install section ends either with joint collars or beveled to a 30° angle, perpendicular to the axis of the casing, to facilitate proper alignment of joined casing sections. The section ends shall not vary more than 0.010 inches at any point from a true plane at right angles to the axis of the casing. CONTRACTOR shall sufficiently orient the ends of the casing sections to assure 100% penetration of the weld, and adequate welding passes shall be made to provide for complete filling of the joined casing ends.

CONTRACTOR shall follow a welding sequence which will avoid excessive distortion. Each welding pass shall be smooth and free of blisters, scale, bubbles, cracks, and imperfections that would contribute to a lack of strength of the overall welded joint. CONTRACTOR shall make all well casing joints or overlaps watertight to prevent the degradation of the water supply by the migration of poor-quality water. All welding shall be performed by an experienced welder.

6.4.3 Filter Pack Disinfection

Simultaneous with the installation of the filter pack sand, a granular or liquid hypochlorite or similar disinfectant shall be added to the filter pack sand at the rate of 2-pound per cubic yard of

filter material, based on 70 percent chlorine content. If a lesser strength hypochlorite or other chlorine product is used, the quantity shall be adjusted accordingly.

The CONTRACTOR is responsible for the application of the disinfecting agent uniformly throughout the entire portion of the well below the water table, without relying on subsequent mechanical surging action for dispersing the disinfectant. The specific method used to disinfect the filter pack must be approved by the CONSULTANT.

6.4.4 Annulus Material Installation

6.4.4.1 Filter Pack

A filter pack sand, conforming to the specifications of Sections 6.4.1.3 shall be placed from the bottom of the well to the specified depth, and shall completely fill the annulus in the specified interval. The filter pack interval must extend at least 40 feet above the perforated interval (see Improvement Plans). Drilling fluid shall be maintained to the full depth of the well and the well casing, and screen shall be maintained in tension until the filter material placement has been completed to the specified level. Care must be taken to avoid bridging during installation of the sand.

The filter pack shall be installed simultaneous with reverse circulation of drilling fluids down the annulus at a rate of no less than 50 gallons per minute. At no time shall the bottom of the tremie pipe be located at a distance greater than 50 feet above the interval being filled during filter pack placement. The level of the filter pack shall be measured periodically during placement. The method of filter pack level measurement must be approved. Placement of the filter pack will be continuous, except when additional precautions are necessary to prevent bridging, or measurements of the filter pack level are being conducted.

Because a swabbing tool is to be used during filter pack installation to prevent bridging, it is imperative that the CONTRACTOR take extreme caution in order to prevent pressure differences, screen collapse or hole collapse.

The quantity of filter pack material placed in the annulus shall not be less than that of the volume computed based on the results of the caliper log performed after borehole reaming. Upon completion of the filter pack placement, excess filter material will be judged an indication of voids in the sand envelope, and corrective measures shall be undertaken at the CONTRACTOR's expense. The specific method of placement and material must be approved by the CONSULTANT and OWNER.

6.4.4.2 Bentonite Seal

The bentonite seals complying to Section 6.4.1, shall be installed in the well annulus through a tremie pipe. A ten-foot bentonite seal will be placed directly above the top of the Coconino Aquifer (see Improvement Plans). The specific installation procedure and the bentonite product must be approved by the CONSULTANT.

6.4.4.3 Grout Seal - The well casing grout seal shall consist of a cement slurry conforming to the specification in Section 6.4.1.5. The grout shall be placed to completely fill the annular space between the well casing and the wall of the borehole from the bottom of the casing to the surface (see Improvement Plans).

The grout shall be placed by pumping through a tremie pipe. Prior to pumping the cement grout through the tremie pipe into the annulus, the cement grout shall be passed through a 2-inch slotted bar strainer, in order to remove any unmixed lumps. When installing the grout, the discharge end of the tremie shall be continuously submerged in the grout until the zone to be grouted is completely filled.

The well casing shall be hung in the borehole to maintain tension on the pipe throughout the grouting operation. The grout seal shall be placed in as few lifts as possible without compromising the stability of the well casing. The specific method of installation must be approved by the CONSULTANT. A minimum curing time for the well casing cement grout seal is 12 hours, and the cement grout obtaining a compressive strength of 5,000 pounds per square inch (psi).

6.5 WELL DEVELOPMENT

Well development shall be accomplished by simultaneously swabbing and air-lift pumping. CONSULTANT and/or OWNER will monitor well development performance during development activities. Well development shall proceed from the bottom of the screen to the top of the screen, at a rate of no less than 3 minutes per foot of screen, unless otherwise directed by the CONSULTANT. Since the development duration will be based on results not time, assume 24-hours of development for bid purposes.

CONTRACTOR will be required to have for air lifting purposes, a compressor capable of supplying a minimum of 1,100 cubic feet per minute and 350 pounds per square inch to provide a minimum of 80 gpm of airlift discharge if the formation is capable of producing at that rate. A detailed diagram of the development tool to be used must be submitted to CONSULTANT or REPRESENTATIVE for approval prior to mobilization. CONTRACTOR shall provide a method to safely collect a sample of the airlift discharge. CONSULTANT or OWNER must approve the specific methods and equipment for well development.

Because a swabbing tool is to be used during development, it is imperative that the CONTRACTOR take extreme caution in order to prevent pressure differences, screen collapse or hole collapse.

Subsequent to swabbing and air-lift development, the well shall be further developed by pumping and surging to remove additional fine sediment from the well bore using the test pumping equipment. The specific surge-and-pump development program must be approved by the CONSULTANT and is anticipated to have a 12-hour duration.

6.6 WELL PLUMBNESS AND ALIGNMENT

Tests for plumbness and alignment shall be made by the CONTRACTOR during the pilot hole drilling, and after the complete construction of the well. The well shall meet the AWWA A100-06 Standard for plumbness and alignment. If the well fails the plumbness and alignment tests, the CONTRACTOR must correct the plumbness and alignment to the satisfaction and approval of the CONSULTANT. Plumbness and alignment correction costs will be borne by the CONTRACTOR.

6.6.1 Pilot Hole Plumbness & Alignment

During the drilling of the pilot hole, CONTRACTOR shall perform plumbness tests by use of an inclinometer (Eastman mechanical drift indicator available from the Eastman Oil Well Survey Company or equal) at 100-foot intervals. CONTRACTOR shall use a 3-degree unit with the inclinometer. The maximum acceptable drift from vertical shall be no more than 1 degree (21 inches/100 feet), unless otherwise approved by CONSULTANT or OWNER. If a survey measurement exceeds the maximum acceptable drift, CONTRACTOR, at its own expense, shall correct the plumbness of the borehole to the satisfaction of the CONSULTANT or OWNER.

At the completion of pilot borehole drilling, plumbness and alignment shall be tested using a Magnetic Deviation Tool or other device as approved by the CONSULTANT. The maximum acceptable drift shall not exceed the requirements as specified by American Water Works

Association (AWWA) Specification document A100-06, Section 4.7.9.2 regarding plumbness tolerance. If the pilot hole does not conform to AWWA A100-06, Section 4.7.9.4 regarding alternate alignment tolerance, the CONTRACTOR must submit to the CONSULTANT a written plan of corrective action.

6.6.2 Final Well Plumbness & Alignment

The final plumbness and alignment of the casing shall be tested by lowering a 40-foot long dummy to the bottom of the well. The outer diameter of the dummy shall be 2 inches less than the inside diameter of the casing and screen. The dummy shall consist of a rigid spindle of extra heavy steel pipe with three rings rigidly fixed to the pipe so that they cannot move longitudinally along the pipe. The rings shall be truly cylindrical and shall be placed one at each end of the dummy and with one ring in the center. The rings shall consist of suitable materials which will not harm the interior of the casing while being lowered or raised. Should the dummy fail to move freely throughout the entire length of the casing and screen, the plumbness and/or alignment of the well shall be corrected by the CONTRACTOR at its own expense. *The dummy test for plumbness and alignment must be witnessed by the CONSULTANT to be acceptable.*

The CONSULTANT may waive the requirements of plumbness if:

- *1.* the CONTRACTOR has exercised all possible care in constructing the well and the defect is due to circumstances beyond the CONTRACTOR's control, or
- 2. the utility of the completed well will not be materially affected.

In no event will the provisions of this Section with respect to alignment be waived. The CONTRACTOR shall prepare a written report of the results of the plumbness and alignment tests to the CONSULTANT. *That report shall be furnished to the CONSULTANT prior to acceptance of the well.*

7.0 AQUIFER TESTING

7.1 GENERAL

Aquifer testing is expected to consist of an 18-hour development period (with a minimum of 12-hours of recovery), a 24-hour step-discharge test (with a minimum of 24-hours of recovery), and a 24-hour (minimum) continuous rate aquifer test, followed by a 24-hour water-level recovery period. The step-discharge test pumping rates will vary incrementally from approximately 50 to 300 gallons per minute (gpm). The pumping rate of the 24-hour constant rate test will be determined based on the step-discharge test results. This test will start a minimum of 24 hours following the completion of the step-discharge test. The CONSULTANT and OWNER reserve the right to extend or shorten the test durations.

7.2 TEST EQUIPMENT

The CONTRACTOR shall furnish pumping equipment capable of pumping at a rate of approximately 300 gallons per minute (gpm), with a total dynamic head of approximately 1,200 feet, and with satisfactory throttling devices and valves, so that the discharge can be adjusted to various rates. The test pump setting shall be determined by the CONSULTANT, based on the final well design. The anticipated pump setting is 1,000 feet below land surface. The pumping unit shall be complete with an ample power source and shall be capable of being operated without interruption for a minimum period of 24 hours.

CONTRACTOR shall install one sounding tube to monitor water levels in the well. The sounding tube shall be a minimum 1-inch nominal diameter, be perforated in the lower 40 feet, and include a bottom cap. The sounding tubes shall be strapped to the column pipe and extend from the top of the pump to land surface.

The pump equipment shall not be removed from the well until after the completion of the water level recovery test. The CONTRACTOR shall also provide two discharge meters, as specified in Section 7.3. The test pump, motor, and accessories must be approved by the CONSULTANT.

7.3 **PUMP DISCHARGE**

The CONTRACTOR shall operate the pump at discharge rate(s) directed by the CONSULTANT. Discharge from the pump shall be controlled by a gate valve and/or engine throttle. The discharge shall be controlled and maintained at the specified rate for the entire test duration with an accuracy of plus or minus five percent. The pump discharge shall be measured by the orifice weir method and with a magnetic flow meter. *Documentation regarding the accuracy of the meters must be provided to the CONSULTANT prior to testing.* The CONTRACTOR shall also furnish equipment for measurement of the sand production during pumping. The sand measurement device shall be a Rossum Sand Sampler or equal. The discharge measurement devices must be approved by the CONSULTANT.

The discharge pipe shall be oriented in such a manner as to ensure that the pipe always remains full of water at the location of the flow meters during pumping. An approved spigot or valve for water sample collection shall be installed in the discharge pipe by the CONTRACTOR.

For bidding purposes, assume the discharge water from the well shall be directed to an existing wash located approximately 350 feet from the well site. The CONTRACTOR is responsible for properly directing the discharge water into the discharge structure, which will require at a minimum, one pipe elbow. The CONTRACTOR is responsible for coordination of any required permits, traffic barriers, and/or signs that may be required to address any flooding of roadways that may occur as a result of the discharged water.

8.0 PERMANENT PUMP INSTALLATION

8.1 GENERAL

Permanent pump installation consists of installing the permanent well pump that will be used by the Owner to produce drinking water for the water system. The installation will include the pump with motor, wiring, column pipe and well seal. The column pipe and wiring shall be installed above the well seal, for extension to the water system.

8.2 **PUMP**

The pump shall be a Franklin SSR 6" pump (or equal) capable of providing 400 feet of head at 100 gpm. The pump shall have stainless-steel inner bowls, vesconite bearings throughout, 316 stainless-steel impellors and collets, and stainless-steel bolts. The pump will be set at 300 feet.

8.3 MOTOR

The pump motor shall be a 6" Centripro (Hitachi) 40 HP (or equal). The wiring shall be 6-4.

8.4 COLUMN PIPE

The column pipe shall be 2-1/2-inches in diameter low grade J55 steel. The column pipe shall be installed above the well seal.

9.0 VISITATION AND INSPECTION

The CONTRACTOR agrees, at any reasonable time during the term of work, that the CONSULTANT, OWNER, or any of their duly authorized representatives, shall have access to the CONTRACTOR'S facilities and have the right to examine books, documents, and records of the CONTRACTOR involving transactions related to these specifications.

The CONTRACTOR further agrees to include in all subcontracts hereunder, if any, a provision that the SUBCONTRACTOR agrees that the CONSULTANT, OWNER, or any of their duly authorized representatives, shall have access to the SUBCONTRACTOR'S facilities, and have the right to examine any books, documents, and records of the SUBCONTRACTOR involving transactions related to the subcontract and these specifications.

10.0MEASUREMENT AND PAYMENT10.1BASIS OF MEASUREMENT AND PAYMENT

Compensation for all work specified to be performed under this specification will be made under the payment items presented in the Bid Tab. The prices for the said payment items shall be full compensation for all labor, material, equipment, tax, bond, and insurance costs in connection therewith. Principal features of the work to be included under the various payment items will be on a linear foot, hourly, daily, per ton, per cubic yard, or lump sum basis, as designated. The quantities are not guaranteed and are estimated, and final payment will be based on the actual quantities installed for the project. The CONTRACTOR shall not be compensated for materials that are not installed; however, they may have been at the site. If the quantities are increased or decreased by a Change Order, the unit prices as set forth in the Bid Tab shall apply to the increased or decreased quantity. Annular materials quantities presented in the Bid Tab are volume estimates based on the preliminary well design indicated on the Improvement Plans.

TOWN OF SPRINGERVILLE MEMORANDUM

TO:	Springerville Town Council
FROM:	Christopher Collopy, Town Manager
DATE:	6/15/22
SUBJECT:	Adoption of FY 2022/2023 Tentative Budget

SUGGESTED MOTIONS:

I move we adopt the FY 2022/2023 tentative budget for the Town of Springerville as presented.

OR

I move we adopt the FY 2022/2023 tentative budget for the Town of Springerville with the requested changes.

OR

I move we table the budget adoption.

STAFF REPORT

		4			-		Funds	ds		,	
Fiscal year) U E	548, 1668, 1	General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Enterprise Permanent Fund Funds Available	Enterprise Funds Available	Internal Service Funds	Total All Funds
2022	Adopted/Adjusted Budgeted Expenditures/Expenses*	ш	-	5,455,489	5,409,237	40,000	0	o	1,818,163	0	12,722,889
2022	Actual Expenditures/Expenses ^{t≭}	E	3	2,284,551	1,325,867	39,410	0	0	1,324,217	0	4,974,045
2023	Fund Balance/Net Position at July 1***		8	2,941,671	571,056				522,129		4,034,856
2023	Primary Property Tax Levy	B	4	0	0						0
2023	Secondary Property Tax Levy	8	5	0	0						0
2023	Estimated Revenues Other than Property Taxes	U	e	3,601,542	9,314,236	¢	0	0	2,899,487	0	15,815,265
2023	Other Financing Sources	0	7	0	0	0	0	0	0	0	0
2023	Other Financing (Uses)	۵	8	0	0	0	0	0	0	0	0
2023	Interfund Transfers in	۵	6	0	42,400	43,349	0	0	0	0	85,749
2023		۵	10	85,749	0	0	0	0	0	0	85,749
2023	Line 11: Reduction for Fund Balance Reserved for Future Budget Year Expenditures										
	Maintained for Future Debt Retirement										0
	Maintained for Future Capital Projects		 ; ;								0
	Maintained for Future Financial Stability										Ð
											0
			1. 								0
2023	t Total Financial Resources Available		4	6,457,464	9,927,692	43,349	0	0	3,421,616	0	19,850,121
2023	Budgeted Expenditures/Expenses	ш	13	6,457,464	9,927,992	39,410	0	0	3,421,616	0	19,846,482
			1	Expenditure Limitation Comparison	tion Comparison		I		2022	2023	
			Ę.	1 Budgeted expenditures/expenses	tures/expenses		1		\$ 12,722,889	\$ 19,846,482	
			0	Add/subtract: estin	2 Add/subtract: estimated net reconciling items	ig items					

	12,722,889 19,846,482	7,560,393 8,836,252	۳	<u>\$ 13,834,995</u> \$ 12,404,845
2 Add/subtract: estimated net reconciling items	3 Budgeted expenditures/expenses adjusted for reconciling items	4 Less: estimated exclusions	5 Amount subject to the expenditure limitation	6 EEC expenditure limitation

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

• • •

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

City/Town of Springerville Tax Levy and Tax Rate Information Fiscal year 2023

		2022	2023
1.	Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$	\$
2.	Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$	_
3.	Property tax levy amounts A. Primary property taxes <u>Property tax judgment</u> B. Secondary property taxes Property tax judgment	\$	\$
	C. Total property tax levy amounts	\$	\$
4.	 Property taxes collected* A. Primary property taxes (1) Current year's levy (2) Prior years' levies (3) Total primary property taxes B. Secondary property taxes (1) Current year's levy (2) Prior years' levies (3) Total secondary property taxes C. Total property taxes collected 	\$\$ \$\$ \$\$	
5.	Property tax rates A. City/Town tax rate (1) Primary property tax rate <u>Property tax judgment</u> (2) Secondary property tax rate <u>Property tax judgment</u> (3) Total city/town tax rate		

B. Special assessment district tax rates

Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating ________ special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

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

Source of revenues	Estimated revenues 2022	Ac	tual revenues* 2022		Estimated revenues 2023
eneral Fund				-	
Local taxes		•	0 000 005	•	
City Sales Tax \$\$	1,725,000	\$	2,038,205	\$	2,040,000
Licenses and permits Building Permits	10,500		27,091_		17,500
Conditional Use Permits	300		750		1,000
Business Licenses	3,000		3,055		3,250
Application & Filling Fees	500		6,905		3,000
Other Licenses & Permits	1,500		1,738		1,800
Intergovernmental State Sales Tax	202,248		231,789		245,67
Urban Revenue	258,081		231,717		331,39
VLT	159,134		157,544		178,82
Charges for services					
Cemetery Fees	5,000		4,500		5,000
Fines and forfeits	V2/M/AMAMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMM				
Magistrate Court	35,000		17,004		30,000
Interest on investments LGIP	3,500		2,832		3,250
In-lieu property taxes					
					· · · · · ·
Contributions Litigation Settlement	2,000,000				
		. <u> </u>			
Miscellaneous Public Safety	4,450	_	8,372	_	8,50
Misc	8,150		5,548	_	8,38
White Mountain Apache	5,000		4,000		5,00
Heritage Museum/Casa Malapais	12,250		<u>11,896</u> 35,313		13,70 55,00
Firefighting Revenue Grant Revenue	25,000		<u> </u>		<u> </u>
Fireworks Revenue	15,000		0,001		12,00
Tower Lease	17,600	·	18,056		18,50
AMRRP Reimbursement	72,360		72,361		63,26
GF Sales of Asset	300,000				550,00
-					
Total General Fund \$_	4,863,573	\$	2,884,367	\$	3,601,54

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

Source of revenues		Estimated revenues 2022	Act	tual revenues* 2022		Estimated revenues 2023
ial Revenue Funds		<u> </u>				
HURF	\$	456,683	\$	474,689	\$	508,881
Misc		2,000		4,533		2,500
Senior Center		404,347		390,056		427,055
Airport		220,400		258,997	<u> </u>	357,953
Tourism		12,000	<u> </u>	22,499		20,000
Santa Donation		500	<u>م</u>	1,150,774	¢	1,316,889
	\$	1,095,930	⊅	1,100,774	Φ	1,310,005
General Government Grants	\$	2,993,077	\$	330,306	\$	3,660,612
Public Safety Grants		496,536		71,154		1,014,13
Transportation Grants		350,000		28,560	. <u> </u>	2,276,85
Culture & Recreation Grants		30,000				25,000
Public Works Grants	<u> </u>	50,000	<u> </u>			1,000,000
Fire Fighters CIP				5,000		5,000
Fire Fighters Pension		16,600	_ <u></u>	7,497	·	15,750
	\$	3,936,213	\$	442,517	\$	7,997,347
	\$		\$		\$	
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	\$		\$		\$	
Total Special Revenue F	unds \$	5,032,143	\$	1,593,291	_ \$	9,314,23

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

Source of revenues	Estimated revenues 2022	Actual revenues* 2022	Estimated revenues 2023
Debt Service Funds			
	\$	_ \$	\$
La La Martin	\$	\$	\$
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			\$
	\$	_ ⊅	•
	\$	\$\$	\$
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	\$	\$	\$
	\$	\$	\$
	·		
	\$	- s	\$
Total Debt Service Funds			\$
Capital Projects Funds			
	\$	\$\$	\$
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	\$	\$\$	\$
	\$	\$	\$
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	\$	\$	\$
	\$	\$	\$
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	\$	\$	\$
Total Capital Projects Funds			

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

Source of revenues		Estimated revenues 2022	Act	tual revenues* 2022		Estimated revenues 2023
nanent Funds					•	
	\$		\$		\$	
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	\$		\$		\$	
Total Permanent Funds					\$	
Total Permanent Funds erprise Funds						
erprise Funds	\$		\$		\$	
	\$	445,000 380,000	\$	<u>481.032</u> 328,605	\$ \$	490,00 664,43
erprise Funds Water Fees WIFA Misc	\$ \$	445,000 380,000 500	\$	481,032 328,605 225	\$ \$	<u>490,00</u> 664,43 2,50
erprise Funds Water Fees WIFA Misc Connection Fees	\$ \$	445,000 380,000 500 3,000	\$	481,032 328,605 225 10,537	\$ \$	490,00 664,43 2,50 6,50
Water Fees WIFA Misc Connection Fees Bulk Water Sales	\$ \$	445,000 380,000 500	\$	481,032 328,605 225 10,537 1,378	\$ \$	490,00 664,43 2,50 6,50 1,60 650,30
erprise Funds Water Fees WIFA Misc Connection Fees	\$ \$	445,000 380,000 500 3,000	\$ \$	481,032 328,605 225 10,537	\$ \$	490,00 664,43 2,50 6,50 1,60 650,30
Water Fees WIFA Misc Connection Fees Bulk Water Sales Coronavirus Local First Recovery	\$ \$ \$	445,000 380,000 500 3,000 1,600 830,100	\$ \$ \$	481,032 328,605 225 10,537 1,378 821,777	\$ \$ \$	490,00 664,43 2,50 6,50 1,60 650,30 1,815,34
Water Fees WIFA Misc Connection Fees Bulk Water Sales Coronavirus Local First Recovery Wastewater Fees	\$ \$	445,000 380,000 500 3,000 1,600 830,100 440,000	\$ \$ \$	481,032 328,605 225 10,537 1,378	\$ \$ \$	490,00 664,43 2,50 6,50 1,60 650,30 1,815,34 485,00
Water Fees WIFA Misc Connection Fees Bulk Water Sales Coronavirus Local First Recovery	\$ \$ \$	445,000 380,000 500 3,000 1,600 830,100 440,000 150 4,000	\$ \$ \$	481,032 328,605 225 10,537 1,378 821,777 465,787 22,500	\$ \$ \$ \$	490,00 664,43 2,50 6,50 1,60 650,30 1,815,34 485,00 2,50 12,00
Water Fees WIFA Misc Connection Fees Bulk Water Sales Coronavirus Local First Recovery Wastewater Fees Misc	\$ \$ \$ \$	445,000 380,000 500 3,000 1,600 830,100 440,000 150 4,000 254,000	\$ \$ \$ \$	481,032 328,605 225 10,537 1,378 821,777 465,787 22,500 62,863	\$ \$ \$ \$	490,00 664,43 2,50 6,50 1,60 650,30 1,815,34 485,00 2,50 12,00 584,64
Water Fees WIFA Misc Connection Fees Bulk Water Sales Coronavirus Local First Recovery Wastewater Fees Misc Connection Fees	\$ \$ \$	445,000 380,000 500 3,000 1,600 830,100 440,000 150 4,000	\$ \$ \$ \$	481,032 328,605 225 10,537 1,378 821,777 465,787 22,500	\$ \$ \$ \$	490,00 664,43 2,50 6,50 1,60 650,30 1,815,34 485,00 2,50 12,00 584,64
Water Fees WIFA Misc Connection Fees Bulk Water Sales Coronavirus Local First Recovery Wastewater Fees Misc Connection Fees WIFA	\$ \$ \$ \$	445,000 380,000 500 3,000 1,600 830,100 440,000 150 4,000 254,000 698,150	\$ \$ \$ \$ \$	481,032 328,605 225 10,537 1,378 821,777 465,787 22,500 62,863 551,150	\$ \$ \$ \$ \$	490,00 664,43 2,50 6,50 1,60 650,30 1,815,34 485,00 2,50 12,00 584,64 1,084,14
Water Fees WIFA Misc Connection Fees Bulk Water Sales Coronavirus Local First Recovery Wastewater Fees Misc Connection Fees	\$ \$ \$ \$	445,000 380,000 500 3,000 1,600 830,100 440,000 150 4,000 254,000	\$ \$ \$ \$ \$	481,032 328,605 225 10,537 1,378 821,777 465,787 22,500 62,863 551,150	\$ \$ \$ \$ \$	490,00 664,43 2,50 6,50 1,60 650,30 1,815,34 485,00 2,50 12,00 584,64 1,084,14
Water Fees WIFA Misc Connection Fees Bulk Water Sales Coronavirus Local First Recovery Wastewater Fees Misc Connection Fees WIFA	\$ \$ \$ \$	445,000 380,000 500 3,000 1,600 830,100 440,000 150 4,000 254,000 698,150	\$ \$ \$ \$ \$ \$ \$	481,032 328,605 225 10,537 1,378 821,777 465,787 22,500 62,863 551,150	\$ \$ \$ \$ \$	490,00 664,43 2,50 6,50 1,60 650,30 1,815,34 485,00 2,50 12,00 584,64 1,084,14
Water Fees WIFA Misc Connection Fees Bulk Water Sales Coronavirus Local First Recovery Wastewater Fees Misc Connection Fees WIFA	\$ \$ \$ \$	445,000 380,000 500 3,000 1,600 830,100 440,000 150 4,000 254,000 698,150	\$ \$ \$ \$ \$ \$ \$	481,032 328,605 225 10,537 1,378 821,777 465,787 22,500 62,863 551,150	\$ \$ \$ \$ \$	490,00 664,43 2,50 6,50 1,60 650,30 1,815,34 485,00 2,50 12,00 584,64 1,084,14
Water Fees WIFA Misc Connection Fees Bulk Water Sales Coronavirus Local First Recovery Wastewater Fees Misc Connection Fees WIFA	\$ \$	445,000 380,000 500 3,000 1,600 830,100 440,000 150 4,000 254,000 698,150	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	481,032 328,605 225 10,537 1,378 821,777 465,787 22,500 62,863 551,150	\$ \$ \$ \$ \$ \$ \$	490,00 664,43 2,50 6,50 1,60 650,30 1,815,34 485,00 2,50 12,00 584,64 1,084,14
Water Fees WIFA Misc Connection Fees Bulk Water Sales Coronavirus Local First Recovery Wastewater Fees Misc Connection Fees Misc Wastewater Fees Misc Connection Fees WIFA	\$ \$	445,000 380,000 500 3,000 1,600 830,100 440,000 150 4,000 254,000 698,150	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	481,032 328,605 225 10,537 1,378 821,777 465,787 22,500 62,863 551,150	\$ \$ \$ \$ \$ \$ \$	490,00 664,43 2,50 6,50 1,60 650,30 1,815,34 485,00 2,50 12,00 584,64 1,084,14
Water Fees WIFA Misc Connection Fees Bulk Water Sales Coronavirus Local First Recovery Wastewater Fees Misc Connection Fees Misc Wastewater Fees Misc Connection Fees WIFA	\$ \$	445,000 380,000 500 3,000 1,600 830,100 440,000 150 4,000 254,000 698,150	\$ \$	481,032 328,605 225 10,537 1,378 821,777 465,787 22,500 62,863 551,150	\$ \$ \$ \$ \$ \$ \$	490,00 664,43 2,50 6,50 1,60 650,30 1,815,34 485,00 2,50 12,00 584,64 1,084,14

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

Source of revenues	Estimated revenues 2022	Actual revenues* 2022	Estimated revenues 2023
Internal Service Funds			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Total Internal Service Funds	\$	\$	\$
Total all Funds	\$ <u>11,423,966</u>	\$5,850,585	\$15,815,265_

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

City/Town of Springerville Other Financing Sources/(Uses) and Interfund Transfers Fiscal year 2023

		Other fina 2023			Interfund 2	d tra 023	
Fund		Sources	(Uses)		 In		(Out)
General Fund	منغسن						
Senior Center	\$	\$		\$		\$	35,000
SC Transportation		· · · · · · ·	urranniar.	•		. –	7,400
MPC					· · · · · · · · · · · · · · · · · · ·		43,349
						_	
Total General Fund	\$			\$		\$	85,749
	Ψ	Ψ		· *	· · · · · · · · · · · · · · · · · · ·	*-	
Special Revenue Funds	•	¢		¢	25.000	¢	
Senior Center	»			. Ф. <u> </u>	35,000 7,400	Ψ_	
SC Transportation		······································		·	7,400	_	
				•			
Total Special Revenue Funds	\$	\$		\$	42,400	\$_	
Debt Service Funds							
MPC	\$	\$		\$	43,349	\$_	
		····		· · · · · · · · · · · · · · · · · · ·		_	
		·····		·		-	
Total Debt Service Funds	\$	\$		\$	43,349	\$_	
Capital Projects Funds	•	¢		¢		æ	
	\$	\$		` ⊅		ф_	
				·		-	····•
				- <u> </u>		-	
Total Capital Projects Funds	\$	\$\$		\$		\$_	
Permanent Funds	•	¢		¢		¢	
	\$	\$\$		· [•] _		ф_	
				_		-	
	· · · · · · · · · · · · · · · · · · ·			·		- -	
Total Permanent Funds	\$	\$_		\$		\$_	
Enterprise Funds	\$	\$\$		\$		\$_	
				·		_	
	. <u>.</u>					_	
Total Enterprise Funds	\$	\$		\$		\$_	
Internal Service Funds	-						
	\$	\$_		\$		\$_	
······································				·		-	
	·	·········		·		-	
Total Internal Service Funds						\$_	
Total all Funds	\$	\$		*_	85,749	\$_	85,749

City/Town of Springerville Expenditures/Expenses by Fund Fiscal year 2023

Fund/Department		Adopted Budgeted Expenditures/ Expenses 2022		Expenditure/ Expense adjustments approved 2022		Actual Expenditures/ Expenses* 2022		Budgeted Expenditures/ Expenses 2023
General Fund								
General Government	\$	467,400	\$	(100,000)	\$	85,750	\$	492,400
Mayor & Council Legal	•	<u>65,984</u> 2,118,000		100,000		161,547 46,159		<u>69,781</u> 3,121,000
Magistrate	•				•			60,163
Administration		491,958				232,751		353,321
Finance		206,888				178,905		221,377
Planning & Zoning		131,864				72,285 730,204		<u>121,210</u> 1,094,855
Police Animal Control		1,042,380 70,968				62,003		65,671
Fire		420,213				366,488		453,898
Building Maint		132,949				88,615		101,923
Heritage/Casa		125,773				107,062		176,434
Mechanic Shop		28,498				28,005		32,495
Parks & Cemetery		95,044				69,817		92,936
Total General Fund	\$	5,455,489	\$		\$	2,284,551	\$	6,457,464
Special Revenue Funds	÷	606 076	¢		¢	485,564	¢	768,373
HURF Senior Center	<u>ه</u>	402,824	¢		Φ.	330.887		425,241
Airport		403,421				105 010		670,931
General Government Grants		2,993,077						3,660,612
Public Safety Grant		490.000				10.041		1,012,133
(ransportation Grants		350,000		<u> </u>		28,560		2,276,852
Culture & Recreation Grants		30,000						25,000
Public Works Grants Santa Donations		50,000 3,000						3,000
Tourism		62,000				3,509		70,000
Fire Fighters Pension	•	3,650				907		3,850
Fire Fighters CIP		8,653						12,000
Total Special Revenue Funds	\$ <u></u>				\$	1,325,867	\$	9,927,992
Debt Service Funds MPC	\$	40,000	\$		\$	39,410	\$	
Total Debt Service Funds	\$	40,000	\$		\$	39,410	\$	39,410
Capital Projects Funds								
	\$		\$		\$		\$	
Total Capital Projects Funds	\$		\$		\$		\$	
Permanent Funds	\$		\$	i	\$		\$	
Total Permanent Funds Enterprise Funds			\$		\$	· · · ·	\$	
Water	\$	1,035.292	\$		\$	802,932	\$	2,176,093
Water Water Contingency	·	20,000				·		30,000
Wastewater		742,871		· · · · · · · · · · · · · · · · · · ·		521,285		1,190,523
Wastewater Contingency		20,000						25,000
Total Enterprise Funds	\$	1,818,163	\$		\$	1,324,217	\$	3,421,616
Internal Service Funds							~	
Contingency	\$		\$		\$		\$	· · · · · · · · · · · · · · · · · · ·
Total Internal Service Funds	\$		\$		\$		\$	
Total all Funds	š	12,722.889	ŝ	; 	ŝ	4,974,045	\$	19,846,482
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* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Springerville Budget Worksheet FY 22-23 Fire 01-140

	Fire:		Fire 01- Actual 6/30/2021 FY 20-21	140	Adopted Budget FY 21-22		Estimate 6/30/2022 FY 21-22		Proposed Budget FY 22-23
		1		1		L. S.S.		T	
5000	Salaries & Wages	\$	115,304.00	\$	141,210.00	\$	121,735.00	\$	157,366.00
5001	Overtime	\$	34,464.00	\$	28,000.00	\$	22,704.00	\$	18,000.00
5002	Retirement	\$	11,300.00	\$	14,472.00	\$	14,285.00	\$	17,757.00
5003	Payroll Taxes-Employer	\$	11,726.00	\$	12,981.00	\$	11,050.00	\$	13,452.00
5004	Group Insurance	\$	20,441.00	\$	43,958.00	\$	32,845.00	\$	48,395.00
5005	Other Benefits	\$	1,266.00	\$	2,080.00	\$	1,680.00	\$	2,080.00
5006	Workers Comp Insurance	\$	5,429.00	\$	7,444.00	\$	4,721.00	\$	7,505.00
	Subtotal	\$	199,930.00	\$	250,145.00	\$	209,020.00	\$	264,555.00
5008	Uniform Allowance	\$	1,122.00	\$	1,000.00	\$	1,717.00	\$	2,000.00
5009	Office Supplies	\$	1,289.00	\$	1,200.00	\$	1,561.00	\$	1,500.00
5010	Postage & Freight	\$	79.00	\$	100.00	\$	88.00	\$	100.00
5011	Vehicle/Equipment Fuel	\$	3,989.00	\$	4,000.00	\$	4,008.00	\$	7,500.00
5012	Professional & Consulting Services	\$	2,263.00	\$	2,500.00	\$	2,610.00	\$	2,550.00
5014	Contractual Services	\$	-	\$		\$		\$	
5016	Communications	\$	4,018.00	\$	3,500.00	\$	4,264.00	\$	4,750.00
5017	Travel/Meetings/Training	\$	4,053.00	\$	6,000.00	\$	5,841.00	\$	8,000.00
5018	Garbage Service	\$	521.00	\$	625.00	\$	654.00	\$	750.00
5019	Printing, Publication & Advertising	\$	67.00	\$	150.00	\$	855.00	\$	750.00
5020	Public Relations	\$	372.00	\$	500.00	\$	-	\$	500.00
5021	Utilities-Electric	\$	1,956.00	\$	3,000.00	\$	2,185.00	\$	2,750.00
5022	Utilities-Propane	\$	3,726.00	\$	4,600.00	\$	5,648.00	\$	6,500.00
5024	Vehicle Maintenance	\$	2,369.00	\$	1,250.00	\$	594.00	\$	1,250.00
5025	Dues & Subscriptions/Licenses	\$	50.00	\$	500.00	\$	200.00	\$	500.00
5027	Taxes, Licenses & Fees	\$	34.00	\$	2,750.00	\$	2,706.00	\$	2,800.00
5029	Unemployment Claims	\$	434.00	\$	1,000.00	\$	2,700.00	φ \$	1,000.00
5030	Miscellaneous	\$	404.00	\$	500.00	\$	130.00	φ \$	500.00
	Computer Maint & Service	\$	2,098.00	φ \$	3,000.00	\$	4,617.00		
5038	Internet Services	\$	2,090.00	φ \$	5,000.00	φ \$	4,017.00	\$ \$	7,500.00
5053	Property, Casulty & Liability	\$	21,500.00	\$	23,000.00	\$	21 565 00		
5058	Office Furniture & Equipment	φ \$	838.00	ֆ \$	1,000.00	ֆ \$	21,565.00	\$	23,000.00
5059	Cleaning & Janitorial Supplies	\$		φ \$			952.00	\$	1,000.00
5061	Equipment Maintenance	\$	1,095.00	ֆ \$	750.00	\$	755.00	\$	850.00
5062	Building Repairs & Maintenance		5,041.00	1.000	6,600.00	\$	45,321.00	\$	8,150.00
5064	Machinery & Equipment	\$	2,718.00	\$	500.00	\$	479.00	\$	500.00
5069		\$	3,975.00	\$	22,000.00	\$	4,400.00	\$	23,100.00
	County Dispatch Services	\$	20,218.00	\$	21,000.00	\$	20,218.00	\$	20,218.00
5071	Capital Expenditure	\$	218,468.00	\$	21,000.00	\$		\$	5,000.00
5073	Small Tools	\$	-	\$	500.00	\$	-	\$	500.00
5082	Grant Match	\$	3,077.00	\$	5,000.00	\$	250.00	\$	27,000.00
5093	Capital Lease - Principal	\$	-	\$	22,977.00	\$	22,976.00	\$	23,500.00
5094	Capital Lease - Interest	\$		\$	2,616.00	\$	2,616.00	\$	2,575.00
	Medical Services/Supplies/Exam	\$	487.00	\$	750.00	\$	258.00	\$	750.00
5140	Radio & Communication Repair Subtotal	\$ \$	1,551.00	\$	1,200.00	\$	-	\$	2,000.00
	Fire Total:		307,408.00 507,338.00	\$ \$	170,068.00 420,213.00	\$ \$	157,468.00 366,488.00	\$ \$	189,343.00 453,898.00

Equipment Maint	QTY	Unit Cost	Total Cost
Annual Pump Test	3	500.00	1,500.00
Annual E-Draulic Tool Service	1	900.00	900.00
Annual Compressor Sevice	1	1,350.00	1,350.00
Annual MSA Flow Test	1	1,800.00	1,800.00
Air Seat Tender	1	800.00	800.00
Tires Unit 1548	6	300.00	1,800.00
Line Item 5061	Total Equi	pment Maint	8,150.00
Equipment	QTY	Unit Cost	Total Cost
Structural Gloves	10	90.00	4,000.00
Structural Helmets	5	300.00	1,500.00
Nomex Hoods	12	60.00	720.00
Structural Boots	4	300.00	1,200.00
Flashlights	7	70.00	490.00
Extrication Gloves	8	80.00	640.00
Turnouts	2	2,000.00	4,000.00
Nozzles	2	850.00	1,700.00
Rope Rescue	1	3,850.00	3,850.00
Decals	1	5,000.00	5,000.00
			0.00
Line Item 5064	Total Equipm	ent Wish List	23,100.00
Capital Expenditures	QTY	Unit Cost	Total Cost
Camper Shells	1		10,000.00
Camper Shells Reduced to 1	1		(5,000.00)
Public Safety Building	1		15,000.00
Public Safety Building - Removed	1		(15,000.00)
Line Item 5071	Total Capital	Expenditures	5,000.00

Town of Springerville Fire Department Budget Request 2022/2023