



# **TOWN COUNCIL SPECIAL MEETING**

**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:**

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

**c. Staff Reports: Summary Updates**

### **5. CONSENT ITEMS:**

**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:**

**a. Second reading of Ordinance 2022-003:**

Discussion and possible second reading of Ordinance 2022-003, regarding amending Title 17 related to the regulation of recreational marijuana.

ORDINANCE NO. 2022-003

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF SPRINGVILLE, ARIZONA, RELATING TO THE REGULATION OF MARIJUANA; AMENDING TITLE 17 (ZONING) OF THE CODE OF SPRINGVILLE, 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.

**b. Action on Ordinance 2022-003:**

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

**7. REZONE: 105-15-0010H:**

Discussion and possible action for rezoning of Parcel # 105-15-010H Current Zone AR-20 Agricultural Residential 20,000 sq ft lot to Zone C-1 Commercial.

**8. APPOINTMENT OF NEW COUNCILOR:**

**a. Executive Session:**

Discussion and possible action to enter into Executive Session for discussion of Councilor candidates pursuant to ARS § 38-431.03 (A) (1)

**b. Appointment of new Councilor:**

Discussion and possible action to appoint a new Councilor to fill the vacancy from the resignation of Councilor Shelly Reidhead. The vacant term will end on December 31, 2024.

**NEW BUSINESS**

**9. AWARD OF RIVER WELL REHABILITATION PROJECT:**

Discussion and possible action to award the WIFA River Well Rehabilitation Project to R. Davis Drilling LLC.

**10. ADJOURNMENT:**

Submitted by: \_\_\_\_\_

Posted by: \_\_\_\_\_

Members of the public who only want to provide written comments can express their comments by emailing the Town Clerk at **kmiller@springervilleaz.gov** to be read 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.

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Contact: Kelsi Miller, Town Clerk (kmiller@springervilleaz.gov (928) 333-2656 x 224) | Agenda published on 05/05/2022 at 2:20 PM



# Town Council Agenda Staff Report

## AIRPORT MANAGER'S REPORT

May 1, 2022

1. **Recent Fuel Sales**

a. **April 2022: 5,033.38 gallons (\$27,241.91)**

2. **Recent Traffic Operations**

a. **April 2022**

**252 Total**

**4 Local, 117 Itinerant, 111 Air Taxi, 20 Military**

**232 GA, 20 Military**

**88 Medevac**

**55% Business Related**

**29% Based / 71% Transient**

**53 Fuel Purchases**

3. **ACIP Projects:**

**Runway 3/21 Reconstruction (Design):** No update.

**Wildlife Fence Design & Install Phase I:** The ADOT grant offer and design/administration contract with Kimley-Horn will be considered for approval by Council at the April Council Meeting. ADOT has already approved the contract with Kimley-Horn and work may begin as soon as the grant agreement is returned to ADOT with signatures.

4. **Comments**

Our current based aircraft count is 11.

FAA expects the Bipartisan Infrastructure Law (BIL) funding to be available for use as early as May. We intend to use these funds to design and construct a new taxiway for use by private hangar developers.



Town Council Agenda Staff Report

COMMUNITY SERVICES DEPARTMENT REPORT  
May, 2022

U of A Nutrition Program:

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	8

April– Community Assistance and Senior Services Counts:

Senior & Meal Services		Low Income Assistance Services	
Congregate Meals	353	Food Commodity Box (households)	462
Home Delivered Meals	306	Food Cards	12
Long Term Care Meals	40	Adult Diapers	4
Indigent Meals	44	Fuel Cards	13
HEAD START Meals served	1740	LIHEAP	21
<b>Total Meals Served</b>	<b>2483</b>	Bus Pass	2
Senior Equipment	2	Rental Assistance	0
Transportation Units	186	Pet Food Bags Delivered	2
Volunteer Hours	137	Senior Food Boxes	109

UPDATES:

We celebrated Easter on Thursday, April 14th here at the Community & Senior Center. We started off with a great Easter Dinner of Steak, Potato Salad, Beans, a Roll and PIE! Then we were thrilled to invite our guests from the Apache County Youth Council - Legacy Leadership Club, who came to play bingo with the seniors and treated them all with Easter Baskets. The seniors felt extra special, thanks to these phenomenal youth leaders. Thank you SO much! Thank you also, to Safeway and Western Drug for donations, thank you to the LODGE LEGACY TEEN CENTER, their baking club and the Round Valley Middle and High School youth from the LEGACY LEADERSHIP CLUB! What a fantastic day for our seniors! We are looking forward to more intergenerational events.

Our Memorial Day BBQ/Picnic is scheduled for Thursday, May 26<sup>th</sup>. We'll be having this at the Senior Park on Papago St.



Town Council Agenda Staff Report





# Town Council Agenda Staff Report

## Springerville Fire Department Council Report April 20<sup>th</sup> 2022

### 1. Springerville Fire Department Quarter 1 Calls

<b>Quarter 2 Apr. 1-June 30</b>	<b>2022</b>
Burn Permits Issued	0
Calls For Service	14
<b>Breakdown of Calls For Service</b>	
Fire and Fire Related	2
Prescribed Burns	0
Medical	1
MVA	3
Wildland Assignments	1
Good Intent Call	1
Service Calls	3
Inspections	0
Hazardous Conditions	0
False Alarms	3

2. Fire department participated in the chrome in the dome event. Great fun had by all.
3. FF Hobson returned from his fire assignment. Captain McDowell, FF Brannon and FF Lancaster our scheduled to return Friday.
4. Over the last few weeks, we have been under red flag warning days for burning. Please be sure to check with the fire department before burning.



# Town Council Agenda Staff Report

## Report for April 2022

### Springerville Heritage Center & Casa Malpais Archaeological Park

- Visitor counts picked up considerably in the month of April. The visitor count in April was approximately 252 visitors.
- Revenue generated from Casa Malpais site tours was approximately \$514. There were no school or group tours in the month of March. The very windy conditions adversely affected tour availability.
- The new web pages for Casa Malpais and The Heritage Center are now complete. You can access them through the following links: <https://townofspringerville.gov/heritage-center> and <https://townofspringerville.gov/casamalpais>
- New rack cards for the Town of Springerville, Heritage Center & Casa Malpais were designed and have been ordered. The current stock of rack cards had outdated information so new had to be ordered. A much smaller quantity of each was ordered so if changes are necessary there won't be the large amount of waste again in the future.
- Retractable banners for Heritage and Casa (the Town already has a Town of Springerville banner) were designed and ordered. These banners are to be used at events in the future to promote the Town of Springerville. When not in use, they will likely be displayed at the Airport.
- Flyers were delivered to local businesses to promote the upcoming Open House for Casa Malpais. 170 flyers were also given to Chrome In The Dome to be included in their gift bags. The Open House will take place on May 28th.



- A very old scrapbook that belonged to Emma Goldsborough Udall, wife of Joseph Udall, was anonymously mailed to Heritage, along with some newspaper clippings and trinkets dating back to the late 1800's. The box was mailed so anonymously, in fact, that the Post Office deemed the package to be suspicious and a postmaster from Phoenix was dispatched to Springerville with a robot to open the box. After it was determined the package was safe, the box and contents were delivered to Town Hall. The White Mountain Historical Society was contacted and they have picked up the items to see if they can ascertain exactly where the items came from, and whether a plan can be formulated to display the items, if possible. The scrapbook is extremely brittle and fragile.
- The feedback from patrons regarding the Museum and Casa has been extremely positive. People are amazed that such a small community has so much to offer.

**TOWN OF SPRINGERVILLE  
MEMORANDUM**

**TO:** Springerville Town Council  
**FROM:** Kelsi Miller / Town Clerk  
**DATE:** 5/05/2022  
**SUBJECT:** Consent Item(s)

**SUGGESTED MOTIONS:**

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

OR

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

**STAFF REPORT**

Please see attached documentation.



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# TOWN COUNCIL REGULAR MEETING

Minutes

Wednesday, April 20, 2022 at 6:00 pm

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

### 1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE:

**Minutes:**

Mayor Hanson called the meeting to order at 6:00 p.m. Councilor Doug Henderson 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:**

Mike Campbell addressed the Mayor and Council. He said he was unable to attend last month's meeting but wanted to thank Council for their donation to the Chrome in the Dome event. He welcomed the Mayor to attend the event and present the Mayor's award. The event will be held Saturday, April 30th. He explained to the Council that the funds from this nonprofit event go towards the school and scholarships. The event brought 178 entries last year, they expect a similar turnout this year. He then

DRAFT

commented on agenda item 12. He does not feel the Smoke Shop should be able to get a permit until the Town has updated the code.

Becki Christensen the executive director of the Springerville Eagar Chamber of Commerce addressed the Mayor and Council. She reminded Council that they designated the Chamber as the Destination Marketing Organization for the Arizona Office of Tourism. She explained some projects that the Chamber has been working on to advertise for the Town. We will be in the Arizona Drive Guide, Phoenix Travel Guide, as well as the Arizona Highways as the "Other Arizona". There will be billboards for Springerville/ Eagar going up in Yuma and Phoenix. This should increase our tourism. She briefed Council on the upcoming Buses by the Lake event at Lyman Lake. Most people just show up and don't register. But they already have 50 registered buses. Of the 50 already registered only 1 is local. Most of the entries that she has talked to have never been to this part of Arizona. She next updated on the Rib BBQ event and how it contributes to the Towns. She reminded them that there is a special raffle at this event where competitors bring in their receipts from shopping local to get entered. The youth business plan contest is done. The winner will be starting their business this summer with the help of the Chamber.

Brian Carpenter with the Community Center addressed the Mayor and Council. He updated on their trip to the Renaissance Festival. They plan to attend events in May, June, and July. Last month the center provided 251 transports. They are steady with home-delivered meals. Wednesdays have become the most popular day at the center with the salad bar. They had a great turnout for their St. Patrick's Day meal and Easter celebration. The youth council had teens bring Easter baskets to the center and play Bingo with them, the seniors really enjoyed it.

Jeff Barbe addressed the Mayor and Council. He said he recently had to call emergency services for a family member. The response of the Police and Fire departments was tremendous. He wanted to thank them for their quick response time and let them know they are appreciated.

Kay Dyson of Springerville addressed the Mayor and Council. She invited them as well as the public to the Community Day of Service on May 7th. They will be meeting at the park behind Town Hall at 8 am. Breakfast will be provided by Mcdonald's. Shane Phillips the animal control officer is coordinating the event. If you are in need of some help or know someone who is please reach out to Shane. His number is on the flyer. This event is biannual, in spring and fall.

Shannon Latham with the Apache County Youth Council addressed the Mayor and Council. She said the teens were happy to volunteer at the Senior Center and she's proud of them. This was with the Legacy Leadership Club, they provided 50 baskets to the seniors. She also commented on the proposed marijuana ordinance. She briefed Council on a recent violent case in St.Johns that involved a man on marijuana trying to get off of opioids. He tried to kill his mother, and his family said it was a horrible reaction to the marijuana. There are citizens looking for legal Council to get a better understanding of this Ordinance if passed. She asked Council to be patient and table this item while we get more information. She feels that because we do not have a

dispensary we are in a grey area of the law. She reminded them that once they pass the law they can't go back. She asked they do not allow any special permits or special exceptions to what we already have. She mentioned El Rio theatre is a great place for kids to go and she is concerned with a dispensary near it and a preschool and church. There are little to no restrictions on advertisements.

Slade Morgan the Superintendent of the schools addressed the Mayor and Council. He said it is only about 4 weeks until graduation. He is here to speak on the demographics of the students. About 44% of students in the district come from a unique household including single parents or students living with grandparents. He explained the research and link between substance abuse and these students. The less of those substances in the community the better off we will be. There have been some issues with vaporizers making their way into the school, some with marijuana. These are only sold to adults but students get them. The student's safety is his main concern. He understands that they will get it somewhere if they want it but he does not want to make it easier for them to get.

Written public comments were read aloud by the Town Clerk and a copy was given to the Councilors.

Written Comments:

My name is Jacque Fisher. My husband William Fisher and I have owned and operated J&J Signs and Designs for the last 25 years. We have participated in Springerville Fire Dept. and the Chamber over the years. I feel we have been an asset to the community. We have struggled over the years off and on but we always pay our way. This winter we contracted the Corona Virus and didn't work for the month of January. We fell behind on our bills and are just now catching up. I received a notice that we were behind on our \$28 water bill and was on the list for shut off. So I went down and paid it. On our next bill there was a \$5 late fee. that's fine, we were late. But there was a \$50 disconnect fee! We were not disconnected and I feel that this is not right. To be charged for a disconnect that did not happen is wrong! I feel this is so harmful to the community when so many family's and business's are struggling to keep up with there bills! I understand disconnect fees if it does come to that. But I payed my bill and was not shut off! So this fee should not apply. Respectfully Jacque and William Fisher

My name is Wade Finch, my wife and I own the RV Park under construction at 247 West Main St. Springerville Arizona where there will be guests who will reside in this park. We were out of town during this scheduled meeting and sorry we could not attend. We are a family owned business. We were both raised in this valley and we raised our children in these communities. We love this valley and the people and families we associate and share family values with. We wish to express our strongest request possible that you NOT ALLOW this marijuana dispensary to open adjacent to this RV Park and in these communities. We trust that you will consider the long term effects of this type of recreational business in our area.

Sincerely; Wade Finch

#### 4. COUNCIL, MANAGER AND STAFF REPORTS:

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

###### Minutes:

Mayor Hanson reported on a meeting he and Manager Collopy attended with Senator Sinema in Show Low. They voiced the needs of our community. Senator Sinema discussed her work to craft and pass the Bipartisan Infrastructure Law and its implementation.

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

###### Minutes:

Manager Collopy reported we have started advertisements for a new public works director. He met with Senator Sinema in Show Low and Congressman O'Halleron in Holbrook regarding the power plant closures and the need for broadband. He reported the Risk Retention Pool tested our internet security and found that we are doing very well. Next, he reported that the ANCMA meeting will be postponed until July. Manager Collopy let Council know that Eagar has leased the irrigation water this year and has paid for it. He and Mischa met with TEP, Eagar, St. Johns, and Apache County to see how they can help each other when the power plants close.

##### c. Staff Reports: Summary Updates

###### Minutes:

Fire Chief Lucas Reynolds reported that Council has their quarterly statistics in their packets. Springerville Fire has sent a type 6 engine to the wildfire near Flagstaff, if we can all keep them in our thoughts and prayers. He reported they are bringing the cadet program back. They hosted the North Eastern Fire Chiefs meeting. He updated on the 100 club grant, there is no grant match and they will cover up to \$9,000 for turnouts. He recently summited for a Gila grant for new radios. He went over the calendar of events for the department through the end of the year.

Community Development Director Mischa Larisch reported on this month's activities including issuing two building permits, implementing more with the IWORQ software, reviewed plans, reviewing the Tumbling T plat, discussing parliamentary procedures with Planning and Zoning, continuous efforts for a GIS platform, met with state representatives, applied for a grant for the Winema bridge, and started a request for qualifications for an engineer.

#### 5. PUBLIC HEARING:

###### Minutes:

FIRST ACTION: Robert MacKenzie / Richard Davis motioned to enter into a public hearing at 6:35 p.m. for items 5a, 5b, and 5c.

FIRST VOTE: 4 Ayes 0 Nays

SECOND ACTION: Robert MacKenzie / Richard Davis motioned to close the public hearing and enter back into regular session at 7:05 p.m.

**a. NOTICE OF INTENT FEE SCHEDULE**

**Minutes:**

No comments were made by the public or the Mayor and Council.

**b. ORDINANCE 2022-003**

**Minutes:**

Mary Elliott a resident of Eagar for the past 24 years addressed the Mayor and Council regarding the proposed ordinance. She is very concerned with this ordinance. She drives a school bus here. On her route, she has students from Eagar and Springerville. In the past, she had a student on her route that had an interaction with marijuana on his record. She feels if we bring it into the community this will continue to happen to students. She said a prayer for Council. She gave her personal history of her brother who started using marijuana and is now using meth and heroin. Marijuana in our community also concerns her with crimes including burglary, breaking and entering, and traffic violations. She reminded them that it is still federally illegal. As a CDL driver that can not use marijuana she is worried about other CDL drivers. She would like the item tabled and for them to do additional research.

Luke Gallagher with the life in fellowship church. He stated we have seen enough people against this. He said his story is simple, he has a son that has done prison time due to drug abuse. His son started with marijuana, and it escalated from there. He feels the small towns in Arizona that do not want this should band together and sue the state. He wants Council to consider how this will affect crime, people moving to our town, the children, and safety. He gave an example of a person who had a negative reaction to marijuana use.

Monica Boehning a 40-year resident of Round Valley addressed the Mayor and Council regarding the proposed ordinance. She explained she understands that this ordinance only applies to C-1 general commercial zones, to add an adult recreational use marijuana dispensary. The existing Town Code for general agricultural and industrial zones will remain in place strictly for medical marijuana only. She thanked Council for proposing only one dispensary to be in town. However, if amended as currently presented she feels the Town Code will still lack the following concerns: Clarity for the reader to which department is being referenced in the proposed ordinance as she does not see the word department in the general definitions. She asked if they are referring to a Town Department, County Department, or a State Department? She asked how a Town Code enforcement office to ensure that a marijuana dispensary is compliant with the applicable rules of an unnamed department? Her next concern with the proposed ordinance was the requirement to use a certified land surveyor for setback distance measurements when the distance is close to what is specified in the Town Code. She feels this could prevent disputes between the

Town, permit applicants, and surrounding landowners. Her next concern was regarding environmental restrictions to protect air, soil, ground, and surface waters from depletion and or contamination by waste or product disposal or other operations. Disclosure of permit applicants' past marijuana business permits or license violations in other locales. She feels the Town's conditional use permit application process may not capture these protections adequately. The current administration may catch some, but his future successor may not. She feels it is best to add them to the ordinance now so that they can't be missed.

Mike Campbell a resident of the community addressed the Mayor and Council regarding the ordinance. His main concern is that there is no definition of residentially zoned properties. He lives in a unique area that is bordering County property. In the event, it is eventually annexed he is worried that a dispensary could go near him. His property is zoned agricultural residential, so would that apply? He feels the ordinance should cover all residentially zoned properties and have that in the definition.

Kay Dyson a Springerville resident addressed the Council regarding the proposed Ordinance. She stated that we have heard about this for the past two years, she said this is not about marijuana for her, this is about the health, safety, and welfare of the valley. She asked Council to make their judgement on that and to ask themselves what does the majority want. She asked Council to follow the laws, do not pick and choose who has to follow them but stick to the codes and follow through on processes. They have now lost the chance to not allow it.

**c. REZONE OF PARCEL 105-15-010H from AR-20 AGRICULTURAL RESIDENTIAL TO C-1 COMMERCIAL**

**Minutes:**

Kay Wilkins, a resident of Becker Lake Road addressed the Mayor and Council regarding the rezone of parcel 105-15-010H. She voiced her opposition to the proposed rezoning. She informed that there is no commercial property on Becker Lake Rd, it is a residential neighborhood. Many that live there bought there because it is a well-maintained residential neighborhood. She also voiced concerns about dust because the northern portion of Becker Lake Rd. is gravel. If their is commercial use on that end of Becker Lake Road she feels that the road will need to be paved. There is no Town water or wastewater in that area either. She voiced concerns with commercial-sized septic systems and possible troublesome outcomes of drilling more water wells in that area, especially in areas town water is not available. She understands the intent of the applicant, but once a zoning change has passed he won't be limited to what he can use the property for. She feels that we have plenty of existing commercially zoned properties. This one has a gravel road, no town water, no town sewer, and would negatively affect the neighborhood.



Kay Dyson of Springerville addressed the Mayor and Council regarding the rezone of parcel 105-15-010H. She feels we have plenty of RV parks in Springerville, if Mr. Avery would like to develop perhaps he should look at what we need. She suggested a swimming pool or living her for a summer and seeing the need. She feels we need affordable housing and cleaning up the RV parks we already have.

Patrick McKenna a 32-year-long resident of Becker Lake Road addressed the Mayor and Council. He has concerns about the rezoning due to the traffic it will bring to a residential area. Over the past 3 months, the traffic has increased especially with speeders. On the south, they are proposing storage sheds for the RV park and he thinks it will be an eye sore.

John Avery of Springerville and the applicant of this rezone requested this item be tabled.

Becki Christenson with the Chamber of Commerce let Council know she is advertising that we have RV parks and in the RV guide.

Kerry Nedrow addressed the Mayor and Council to voice his opposition to the rezone. He said they need to review the general plan. This will have a map of the 10-year plan including zoning. In that area commercial zoned property is along the highway, the general plan does not show commercial along Becker Lake Rd.

Written public comments were read aloud by the Town Clerk and a copy was given to the Councilors.

Written Comments:

Submitted by Troy Burk. I am opposed to parcel #105-15-013D being rezoned or having changes made in ordinances to become a marijuana establishment/dispensary. Town ordinance already states that that type of business can not be within 200 feet of residential zoned property. My adjoining property is zoned AR-20 and I do not want my property status changed or compromised. Thank you. Troy Burk

Submitted by Jodi and Charlie Charvoz. Charlie and I purchased the house at 129 S Becker Lake Road in October of 2021. We were attracted to the property because of the quietness of the neighborhood, the lack of dense traffic and the pastoral beauty of the agricultural setting. It has come to our attention that Mr. Avery is submitting a request for rezoning from residential/agricultural to commercial for his parcel that connects to Becker Lake Road in order to expand is RV park which would include some permanent mobile homes. Based on a review of the town meeting minutes of March 8, 2022 we are very concerned about the potential impact of rezoning this property. Specifically the increase in people density from the potential quantity of RV sites (500!), and consequently the increase in traffic on Becker Lake Road. All other properties on Becker Lake Road are zoned residential/agricultural We are also concerned about Avery's parcel not having a connection to the town sewer and water and the impact of adding an additional commercial septic system and a significant increase in

water usage. Please do not approve this rezoning. There are enough commercial sites on Highway 60. We do not want them crossing over into the quiet residential streets of Springerville. Thank you. Sincerely, Jodi and Charlie  
CHARVOZ S Becker Lake Road Springerville  
Submitted by Theresa and Henri Yost. We agree that no new change to the existing classification of use is the best for our neighborhood. Sincerely, The Yost Family

## 6. CONSENT ITEMS:

### Minutes:

ACTION: Robert MacKenzie / Richard Davis motioned to approve consent items 6a, 6b, and 6c as presented.

DISCUSSION: None

### Vote results:

Ayes: 4 / Nays: 0

- a. **Consider approval of the March 9, 2022 Town Council Special Meeting minutes.**
- b. **Consider ratification and approval of accounts payable register from 3/02/2022-4/14/2022.**
- c. **Consider ratification of the WIFA grant acceptance and approval of the amounts authorized by Manager Collopy.**

## 7. SPRINGERVILLE RIB THROWDOWN:

- a. **Presentation, update, and Sponsorship request from Mike Nuttall with Better World Barbeque.**

### Minutes:

Mike Nuttall with better world barbeque addressed the Mayor and Council. He gave a brief of last year's turnout for the Springerville rib throw down. They had 43 teams attend, this year they are hoping to have 50. They once again partnered with the Cpl. Joe McCarthy foundation to put on this event. They are asking for a cash donation or sponsorship. They are doing sponsorship tiers this year. Last year they had over 100 items for the raffle. Unfortunately this year they had to increase entry fees from \$25 to \$100. They will be having the Kids Q again, however, they will be competing by age group and will have score sheets similar to the rib judging. They plan to have a Mayor's trophy as well. Proceeds from last year benefited the White Mountain Historical society, Apache County ATV Club, Eagar Fire Department, Corporal Joe McCarthy Foundation, Darrin Reed Foundation, and two families dealing with medical issues. They will be attending the Show Low contest on May 7th to advertise for the Springerville event. They will also be at the aviation expo, and the Chrome in the Dome event.

- b. **Possible direction to staff as a result of the Presentation and Sponsorship Request.**

### Minutes:

DIRECTION: Council directed staff to be a Beef sponsor, in the amount of \$1,000 to be paid from the Mayor and Councils budget. This amount is separate from the funds requested from the Tourism Tax Fund.

## OLD BUSINESS

### 8. REZONE: 105-15-0010H

**Minutes:**

Mayor Hanson recused himself from this item as a conflict of interest.

ACTION: Doug Henderson / Richard Davis motioned to table this item.

DISCUSSION: None

**Vote results:**

Ayes: 3 / Nays: 0

## NEW BUSINESS

### 9. EXECUTIVE SESSION:

**Minutes:**

FIRST ACTION: Doug Henderson / Richard Davis motioned to enter into executive session for items 9a, 9b, 9c, 9d, and 9e at 7:14 p.m.

FIRST VOTE: 4 ayes 0 nays

SECOND ACTION: Robert MacKenzie / Richard Davis motioned to leave the executive session and enter back into the regular session at 7:49 p.m.

SECOND VOTE: 4 ayes 0 nays

**a. Ordinance 2022-003**

**b. 809 W. Airport Rd.**

**c. Appointment of Councilor**

**d. Conditional Use Permit Appeal - Springerville Smoke LLC**

**e. Claims against the town by White Mountains Flower**

### 10. FIRST READING OF ORDINANCE 2022-003:

**Minutes:**

FIRST READING: Mayor Hanson completed the first reading of Ordinance 2022-003.

DISCUSSION: None

### 11. TOURISM TAX FUNDS:

**a. Springerville Rib Throwdown Funding Request**

**Minutes:**

ACTION: Robert Mackenzie / Doug Henderson motioned to approve the Tourism Tax funds in the amount of \$500 for the rib throw down event.

Discussion: None

**Vote results:**

Ayes: 4 / Nays: 0

**b. Buses By the Lake Funding Request**

**Minutes:**

ACTION: Doug Henderson / Richard Davis motioned to approve the Tourism Tax funds in the amount of \$500 for the buses by the lake event.

DISCUSSION: Council discussed this event and agreed it will be good for our community.

**Vote results:**

Ayes: 4 / Nays: 0

**c. Committee Authorization Amount**

**Minutes:**

ACTION: Robert MacKenzie / Richard Davis approve the authorization amount for the Tourism Tax Committee from \$500 to \$750.

DISCUSSION: It was explained that with inflation people are asking for more money, and the committee would like to be able to make a higher recommendation amount. Council will still have the final say.

**12. CONDITIONAL USE PERMIT APPEAL:**

**Minutes:**

ACTION: Richard Davis / Robert MacKenzie motioned to uphold the action of the Planning and Zoning Commission regarding the Conditional Use Permit for Springerville Smoke LLC.

DISCUSSION: None

**Vote results:**

Ayes: 4 / Nays: 0

**13. APPOINTMENT OF NEW COUNCILOR:**

**Minutes:**

ACTION: Robert MacKenzie / Richard Davis motioned to accept the resignation of Shelly Reidhead.

Council directed staff to re-advertise for the Council vacancy.

**Vote results:**

Ayes: 4 / Nays: 0

**14. RESOLUTION 2022-R004:**

**Minutes:**

ACTION: Robert MaKenzie/ Richard Davis motioned to adopt Resolution 2022-R004, adopting the new fees associated with training provided by the Fire Department and Police impounds.

Mayor Hanson read the resolution out loud.

DISCUSSION: None

**Vote results:**

Ayes: 4 / Nays: 0

**15. RESOLUTION 2022-R005:**

**Minutes:**

ACTION: Richard Davis / Robert MacKenzie motioned to adopt Resolution 2022-R005, abandoning a portion of the right of way located on the 300 block of E Apache Street for the amount of \$1.00 to Judy Kruk.

DISCUSSION: None

Mayor Hanson read the Resolution out loud.

**Vote results:**

Ayes: 4 / Nays: 0

**16. AIRPORT FENCING GRANT AND PROJECT:**

**a. Discussion and possible acceptance of grant from ADOT for the fencing project at the Springerville Airport.**

**Minutes:**

ACTION: Robert MacKenzie / Doug Henderson motioned to accept a grant from ADOT in an amount not to exceed \$400,000 for the use of fencing at the Springerville Airport.

DISCUSSION: Bowen Udall asked to address the Mayor and Council. Mayor Hanson agreed. Bowen explained he looked over the proposed plans and phase two map and it appears they are going to be fencing him off of his private property. He asked the Town to look into the ownership of a section of land within the proposal. He next voiced concerns regarding the type of material they will be using to make the fence and if they will be using razor wire or barbed wire. He does not currently live on the property he owns next to the airport but does have plans to build a home there. He next commented on if they will be able to access the airport runway from his private property. Manager Collopy replied the Town will look into it and be in contact with Mr. Udall.

**Vote results:**

Ayes: 4 / Nays: 0

**b. Discussion and possible ratification of contract with Kimley-Horn to design and serve as project administration for the airport fence.**

**Minutes:**

ACTION: Robert MacKenzie / Richard Davis motioned to ratify the presented contract with Kimley-Horn to design and serve as the project administration for the airport fence project in the amount of \$68,808.

DISCUSSION: None

**Vote results:**

Ayes: 4 / Nays: 0

**17. SIGN AGREEMENT WITH LCBHC:**

**Minutes:**

ACTION: Robert MacKenzie / Doug Henderson motioned to approve the proposed agreement between the Town of Springerville and the Little Colorado Behavioral Health Center.

DISCUSSION: Mayor Hanson explained what sign this was.

**Vote results:**

Ayes: 4 / Nays: 0

**18. PROCLAMATION OF FAIR HOUSING:**

**Minutes:**

Mayor Hanson declared April to be Fair Housing Month. Vice-Mayor MacKenzie read the proclamation out loud.

**19. PROCLAMATION OF TREE CITY /ARBOR DAY:**

**Minutes:**

Mayor Hanson declared April 29, 2022 to be Arbor Day in the Town of Springerville. Mayor Hanson read the proclamation out loud.

**20. ADJOURNMENT:**

**Minutes:**

ACTION: Robert MacKenzie / Richard Davis motioned to adjourn at 8:09 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](mailto:kmiller@springervilleaz.gov) to be read during the call to the public. All comments must be submitted by 5:00 p.m. on the day of the meeting.

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



# TOWN OF SPRINGERVILLE

"GATEWAY TO THE WHITE MOUNTAINS"

## Council Meeting May 11, 2022

### Check Register

04/14/22 thru 05/03/22 Accounts Payable Expenses	\$31,952.44
Pay Period End 04/09/22 & 04/23/22	\$152,596.70
<b>Total Expensed Dollar Amount for Consent Agenda</b>	<b>\$184,549.14</b>
<b>Total Revenue Received 04/14/22 thru 05/03/22</b>	<b>\$312,493.24</b>

### Balances on all cash accounts as of May 3, 2022

Checking Account	\$6,107,427.18
LGIP Savings	\$3,033,547.69

## Report Criteria:

Report type: GL detail

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
04/20/2022	99160	AZ Dept of Corrections	Inmate Labor-Parks & Cemetery	60.00	01-160-5077
04/20/2022	99160	AZ Dept of Corrections	Inmate Labor - HURF	140.00	02-170-5077
04/20/2022	99160	AZ Dept of Corrections	Inmate Labor - Water	80.00	10-210-5077
04/20/2022	99160	AZ Dept of Corrections	Inmate Labor - Sewer	60.00	11-215-5077
04/20/2022	99160	AZ Dept of Corrections	Inmate Labor - Senior Center	60.00	22-270-5077
04/20/2022	99161	AZ Municipal Risk Retention Pool	Work Comp Jan22-Mar22 M&C	67.75	01-105-5006
04/20/2022	99161	AZ Municipal Risk Retention Pool	Work Comp Jan22-Mar22 Magistrate	50.32	01-110-5006
04/20/2022	99161	AZ Municipal Risk Retention Pool	Work Comp Jan22-Mar22 Admin	462.79	01-115-5006
04/20/2022	99161	AZ Municipal Risk Retention Pool	Work Comp Jan22-Mar22 Finance	66.40	01-120-5006
04/20/2022	99161	AZ Municipal Risk Retention Pool	Work Comp Jan22-Mar22 P&Z	276.14	01-125-5006
04/20/2022	99161	AZ Municipal Risk Retention Pool	Work Comp Jan22-Mar22 PD	3,157.22	01-130-5006
04/20/2022	99161	AZ Municipal Risk Retention Pool	Work Comp Jan22-Mar22 AC	149.59	01-135-5006
04/20/2022	99161	AZ Municipal Risk Retention Pool	Work Comp Jan22-Mar22 Fire	1,828.53	01-140-5006
04/20/2022	99161	AZ Municipal Risk Retention Pool	Work Comp Jan22-Mar22 Blg Maint	440.98	01-145-5006
04/20/2022	99161	AZ Municipal Risk Retention Pool	Work Comp Jan22-Mar22 HC/Casa	80.25	01-150-5006
04/20/2022	99161	AZ Municipal Risk Retention Pool	Work Comp Jan22-Mar22 Shop	94.25	01-155-5006
04/20/2022	99161	AZ Municipal Risk Retention Pool	Work Comp Jan22-Mar22 Park	156.27	01-160-5006
04/20/2022	99161	AZ Municipal Risk Retention Pool	Work Comp Jan22-Mar22 HURF	2,533.33	02-170-5006
04/20/2022	99161	AZ Municipal Risk Retention Pool	Work Comp Jan22-Mar22 SC	550.15	03-175-5006
04/20/2022	99161	AZ Municipal Risk Retention Pool	Work Comp Jan22-Mar22 AP	536.94	04-180-5006
04/20/2022	99161	AZ Municipal Risk Retention Pool	Work Comp Jan22-Mar22 Water	827.09	10-210-5006
04/20/2022	99161	AZ Municipal Risk Retention Pool	Work Comp Jan22-Mar22 Sewer	770.97	11-215-5006
04/20/2022	99161	AZ Municipal Risk Retention Pool	Work Comp Jan22-Mar22 UofA SNAP	104.03	55-430-5006
04/20/2022	99162	Frontier	3483/2686 - Fire	212.70	01-140-5016
04/20/2022	99162	Frontier	5716/5197 - Airport	408.55	04-180-5016
04/20/2022	99163	Killum Pest Control	Pest Control - FD/AC/PD/TH	180.00	01-145-5062
04/20/2022	99163	Killum Pest Control	Pest Control - Airport	45.00	04-180-5062
04/20/2022	99163	Killum Pest Control	Pest Control - PW	45.00	02-170-5062
04/20/2022	99163	Killum Pest Control	Pest Control - WW	45.00	11-215-5062
04/20/2022	99163	Killum Pest Control	Pest Control - SC	85.00	16-240-5062
04/20/2022	99164	LegalShield	Prepaid Legal Mar22	42.85	01-000-2019
04/20/2022	99164	LegalShield	Prepaid Legal Apr22	42.85	01-000-2019
04/20/2022	99165	Mead Publishing Inc	AZ White Mnt Magazine Ad PO#10666	1,545.00	01-150-5019
04/20/2022	99166	Mohave Environmental Lab corp	1x Microbiological Water Analysis/ 5 Fecal Coliform-5 Courier Servic	310.00	11-215-5123
04/20/2022	99167	Northland Pioneer College	Class & Media Fee Z. Warner PO#10649	297.00	01-130-5017
04/20/2022	99168	Sharon Pinkard	Apr 2022 Prem. Bene. Reim. PO#10810	150.00	01-000-2017
04/20/2022	99169	Pitney-Bowes Purchase Power	Postage Apr Admin	46.67	01-115-5010
04/20/2022	99169	Pitney-Bowes Purchase Power	Postage Apr Finance	80.50	01-120-5010
04/20/2022	99169	Pitney-Bowes Purchase Power	Postage Apr CD	27.23	01-125-5010



Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
04/20/2022	99169	Pitney-Bowes Purchase Power	Postage Apr PD	56.25	01-130-5010
04/20/2022	99169	Pitney-Bowes Purchase Power	Postage Apr HC	61.83	01-150-5010
04/20/2022	99169	Pitney-Bowes Purchase Power	Postage Apr HURF	27.23	02-170-5010
04/20/2022	99169	Pitney-Bowes Purchase Power	Postage Apr AP	46.51	04-180-5010
04/20/2022	99169	Pitney-Bowes Purchase Power	Postage Apr Water	203.49	10-210-5010
04/20/2022	99169	Pitney-Bowes Purchase Power	Postage Apr Sewer	200.29	11-215-5010
04/20/2022	99170	Town of Eagar	1/2 NPC Electric Mar2022 PO10807	110.75	01-115-5048
04/20/2022	99171	United Fire Equip Co	Leather Helmet Fronts PO#10628	1,476.67	01-140-5064
04/20/2022	99172	Ann Rogers	Water Deposit Refund- J. Kirksey PO#10809	28.85	10-000-2025
04/20/2022	99172	Ann Rogers	Water Deposit Refund- J. Kirksey PO#10809	28.85- V	10-000-2025
04/20/2022	99173	Websites That Work, LLC	Added Website Casa Malpais PO#10808	300.00	01-150-5038
04/20/2022	99174	Xerox Corporation	WC7328 Billable prints and copies Mar 2022	28.76	01-130-5019
04/20/2022	99175	Ann Rogers	Water Deposit Refund- J. Kirksey PO#10809	28.85	10-000-2025
04/20/2022	99175	Ann Rogers	Water Deposit Refund- J. Kirksey PO#10809	28.85- V	10-000-2025
04/20/2022	99176	Jon Kirksey	Water Deposit Refund- J. Kirksey PO#10809	28.85	10-000-2025
04/27/2022	99180	Aflac	Apr 2022 UY855	280.48	01-000-2024
04/27/2022	99181	Better World BBQ LLC	2022 Tourism Donation	500.00	05-185-5095
04/27/2022	99181	Better World BBQ LLC	2022 Council Donation	1,000.00	01-105-5020
04/27/2022	99182	GreatAmerica Financial Svcs	TH Lanier Lease Principal 015-1446074-000	388.48	01-115-5093
04/27/2022	99182	GreatAmerica Financial Svcs	TH Lanier Lease Interest 015-1446074-000	35.36	01-115-5094
04/27/2022	99182	GreatAmerica Financial Svcs	SC Lanier Lease Principle 015-1449186-000	109.86	16-240-5093
04/27/2022	99182	GreatAmerica Financial Svcs	SC Lanier lease interest 015-1449186-000	10.00	16-240-5094
04/27/2022	99183	LN Curtis	G-Xtreme 3.0 Jacket PO#10098	890.52	01-140-5064
04/27/2022	99184	NBA Bank Card Center	CC2 - Safety Vests x 10 PO#10389	14.08	02-170-5978
04/27/2022	99184	NBA Bank Card Center	CC2 - Safety Vests x 10 PO#10389	14.08	10-210-5978
04/27/2022	99184	NBA Bank Card Center	CC2 - Safety Vests x 10 PO#10389	14.07	11-215-5978
04/27/2022	99184	NBA Bank Card Center	CC2 - Safety Vests x 10 PO#10389	14.07	01-145-5978
04/27/2022	99184	NBA Bank Card Center	CC2 - Safety Vests x 10 PO#10389	14.07	01-160-5978
04/27/2022	99184	NBA Bank Card Center	CC 2 - LED Shop Lights WWTP/Hand Tools PO#10389	128.75	11-215-5062
04/27/2022	99184	NBA Bank Card Center	CC 2 - LED Shop Lights WWTP/Hand Tools PO#10389	56.60	02-170-5073
04/27/2022	99184	NBA Bank Card Center	CC 2 - LED Shop Lights WWTP/Hand Tools PO#10389	56.60	10-210-5073
04/27/2022	99184	NBA Bank Card Center	CC 2 - LED Shop Lights WWTP/Hand Tools PO#10389	56.61	11-215-5073
04/27/2022	99184	NBA Bank Card Center	CC 2 - LED Shop Lights WWTP/Hand Tools PO#10389	56.61	01-145-5073
04/27/2022	99184	NBA Bank Card Center	CC 2 - LED Shop Lights WWTP/Hand Tools PO#10389	56.61	01-160-5073
04/27/2022	99184	NBA Bank Card Center	CC 2 - Cell Phone Cover PW Director PO#10621	25.62	02-170-5030
04/27/2022	99184	NBA Bank Card Center	CC 2 - Cell Phone Cover for PW x2 PO#10621	39.25	02-170-5030
04/27/2022	99184	NBA Bank Card Center	CC 2 - Safety Tracker Sign PO#10382	17.66	02-170-5978
04/27/2022	99184	NBA Bank Card Center	CC 2 - Safety Tracker Sign PO#10382	17.66	10-210-5978
04/27/2022	99184	NBA Bank Card Center	CC 2 - Safety Tracker Sign PO#10382	17.65	11-215-5978
04/27/2022	99184	NBA Bank Card Center	KM - AMCA Annual Renewal PO#10643	95.00	01-125-5025
04/27/2022	99184	NBA Bank Card Center	KM - Leatherman 10yr R. Barraza PO#10636	54.50	01-115-5057
04/27/2022	99184	NBA Bank Card Center	KM - Mayor Bday Lunch PO#10672	76.06	01-105-5020

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
04/27/2022	99184	NBA Bank Card Center	KM - Mayor Bday Cake	13.38	01-105-5020
04/27/2022	99184	NBA Bank Card Center	KM - Motel for CMC Institute x5 nights PO#10803	810.50	01-115-5017
04/27/2022	99184	NBA Bank Card Center	RA - Amazon Order (Shredder) CREDIT	163.64	55-430-5058
04/27/2022	99184	NBA Bank Card Center	ML -ICC Membership/Test PO#10801	375.00	01-125-5025
04/27/2022	99184	NBA Bank Card Center	NFA Conference Hotel 2 nights PO#10664	563.60	01-125-5017
04/27/2022	99184	NBA Bank Card Center	ML - AZGCOT Registration (HC) PO#10641	375.00	01-150-5019
04/27/2022	99184	NBA Bank Card Center	ML - Creative Cloud Subscription (HC) PO#10615	109.09	01-150-5025
04/27/2022	99184	NBA Bank Card Center	SK - Cookie Dough PO#10488	13.26	04-180-5030
04/27/2022	99184	NBA Bank Card Center	SK - Tiolet Plunger PO#10487	4.09	04-180-5062
04/27/2022	99184	NBA Bank Card Center	SK - Cookie Dough PO#10491	13.37	04-180-5030
04/27/2022	99184	NBA Bank Card Center	DM - Animal Control Appreciation PO#10648	69.44	01-135-5030
04/27/2022	99185	Rhinehart Oil Co. , LLC	Apr Mid Month - SC NACOG Transportation	48.06	13-225-5011
04/27/2022	99185	Rhinehart Oil Co. , LLC	Apr Mid Month - SC Home Delivery	48.06	15-235-5011
04/27/2022	99185	Rhinehart Oil Co. , LLC	Apr Mid Month - SC SPV Transportation	48.06	42-385-5011
04/27/2022	99185	Rhinehart Oil Co. , LLC	Apr Mid Month - Admin	54.49	01-115-5011
04/27/2022	99185	Rhinehart Oil Co. , LLC	Apr Mid Month - PD	580.64	01-130-5011
04/27/2022	99185	Rhinehart Oil Co. , LLC	Apr Mid Month - AC	91.00	01-135-5011
04/27/2022	99185	Rhinehart Oil Co. , LLC	Apr Mid Month - Fire	280.06	01-140-5011
04/27/2022	99185	Rhinehart Oil Co. , LLC	Apr Mid Month - Bld Maint	88.28	01-145-5011
04/27/2022	99185	Rhinehart Oil Co. , LLC	Apr Mid Month - HC	105.42	01-150-5011
04/27/2022	99185	Rhinehart Oil Co. , LLC	Apr Mid Month - Shop	66.26	01-155-5011
04/27/2022	99185	Rhinehart Oil Co. , LLC	Apr Mid Month - P&C	83.46	01-160-5011
04/27/2022	99185	Rhinehart Oil Co. , LLC	Apr Mid Month - HURF	348.78	02-170-5011
04/27/2022	99185	Rhinehart Oil Co. , LLC	Apr Mid Month - AP	98.45	04-180-5011
04/27/2022	99185	Rhinehart Oil Co. , LLC	Apr Mid Month - Water	63.87	10-210-5011
04/27/2022	99185	Rhinehart Oil Co. , LLC	Apr Mid Month - Sewer	158.77	11-215-5011
04/27/2022	99186	Shamrock Foods Co	General Non- Food PO#10539	40.61	15-235-5089
04/27/2022	99186	Shamrock Foods Co	General Food PO#10539	854.02	15-235-5060
04/27/2022	99186	Shamrock Foods Co	General Food PO#10681	863.17	20-260-5060
04/27/2022	99186	Shamrock Foods Co	Rinse Aide Non-Food PO#10681	109.52	20-260-5089
04/27/2022	99187	Sierra Propane	Propane for Weed Burner	26.52	01-160-5061
04/27/2022	99188	Springerville - Eagar Chamber	2022 Tourism Donation	500.00	05-185-5095
04/27/2022	99189	USA Blue Book	3" Diaphram Pump & Cam Lock PO#9673	1,267.31	10-210-5064
04/27/2022	99189	USA Blue Book	3" Diaphram Pump & Cam Lock PO#9673	1,267.31	11-215-5064
Grand Totals:				<u>31,952.44</u>	

Summary by General Ledger Account Number

**TOWN OF SPRINGERVILLE  
MEMORANDUM**

**TO: Springerville Town Council**  
**FROM: Chris Collopy / Town Manager**  
**DATE: 5/18/2022**  
**SUBJECT: SECOND READING OF ORDINANCE 2022-003**

**A. Second Reading of Ordinance 2022-003.**

**B. Discussion and action on Ordinance 2022-003.**

**SUGGESTED MOTIONS:**

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

OR I move we do not adopt the Ordinance proposed.

OR I move we table this item.

**STAFF REPORT**

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.

Planning and Zoning held a public hearing on the proposed Ordinance on March 8, 2022. They made the recommendation to approve the ordinance with additional changes that are now highlighted.

Council Held a public hearing on April 20, 2022.

**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 Common 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:** 05/11/2022  
**SUBJECT:** Rezone 105-15-010H

**PROPOSED MOTIONS:**

I move we approve the rezone of parcel 105-15-010H from AR 20 to C-1 Commercial.

OR

I move we deny the rezone of parcel 105-15-010H from AR 20 to C-1 Commercial.

OR

I move we table the item.

**STAFF REPORT**

The Planning and Zoning Commission held a meeting on March 8, 2022, to make a recommendation on this matter and hold a public hearing. Please see item 12 of the attached minutes for the public hearing comments.

The Planning and Zoning Commission made the following recommendation “Commissioner Sands made a motion to recommend denial of rezoning, Commissioner Raymer seconded. Commissioner Becker agreed due to rezoning the whole parcel. Mr. Larisch explained to the public that this was a recommendation to Council to deny and that Council would hold a second public hearing. The motion passed 5-0”.

Council held a public hearing on April 20, 2022, for this item. The applicant has requested his item be tabled. Council tabled this item on April 20, 2022.

# Town of Springerville Application for Rezoning

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

PO Box 1001

Springerville AZ 85938

Applicant mailing address

970-759-9977

Applicant telephone number(s)

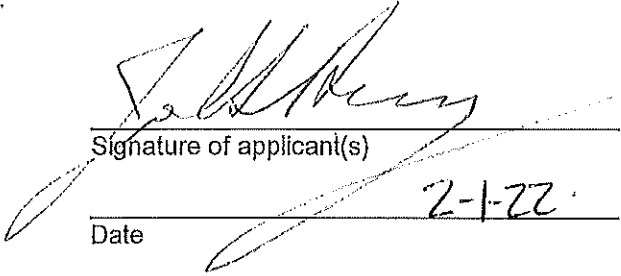
105-15-010H  
Parcel number(s) (attach legal description)

Not yet assigned  
Property address

Agricultural Residential AR-20  
Current zoning classification

General Commercial  
Requested zoning classification

See Page 2 for required documentation.

  
Signature of applicant(s)  
2-1-22  
Date

Supportive applicant

Joseph Jarvis

928-699-3485

Please contact me with your questions or concerns

Fee: \$200.00 01-4007  
Received by: KP  
Date: 2-1-22

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.

## Town of Springerville Rezoning Requirements

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

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

**Title report:** A current preliminary title report.

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

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

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

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

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

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

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

To the Town Staff, Planning and Zoning Commission, the Town Council, and the community.

John Avery recently purchased parcel 105-15-010H and he already owns 105-15-009. Parcel 009 includes a gas station, convenience store, Avery's BBQ, a bar, and a RV park.

Parcel 105-15-010H does not yet have an address assigned to it, but it includes an estimated 14.05 acres. Parcel 010H is bordered on the west by Becker Lake Road and to the east by General Commercial properties and US-60.

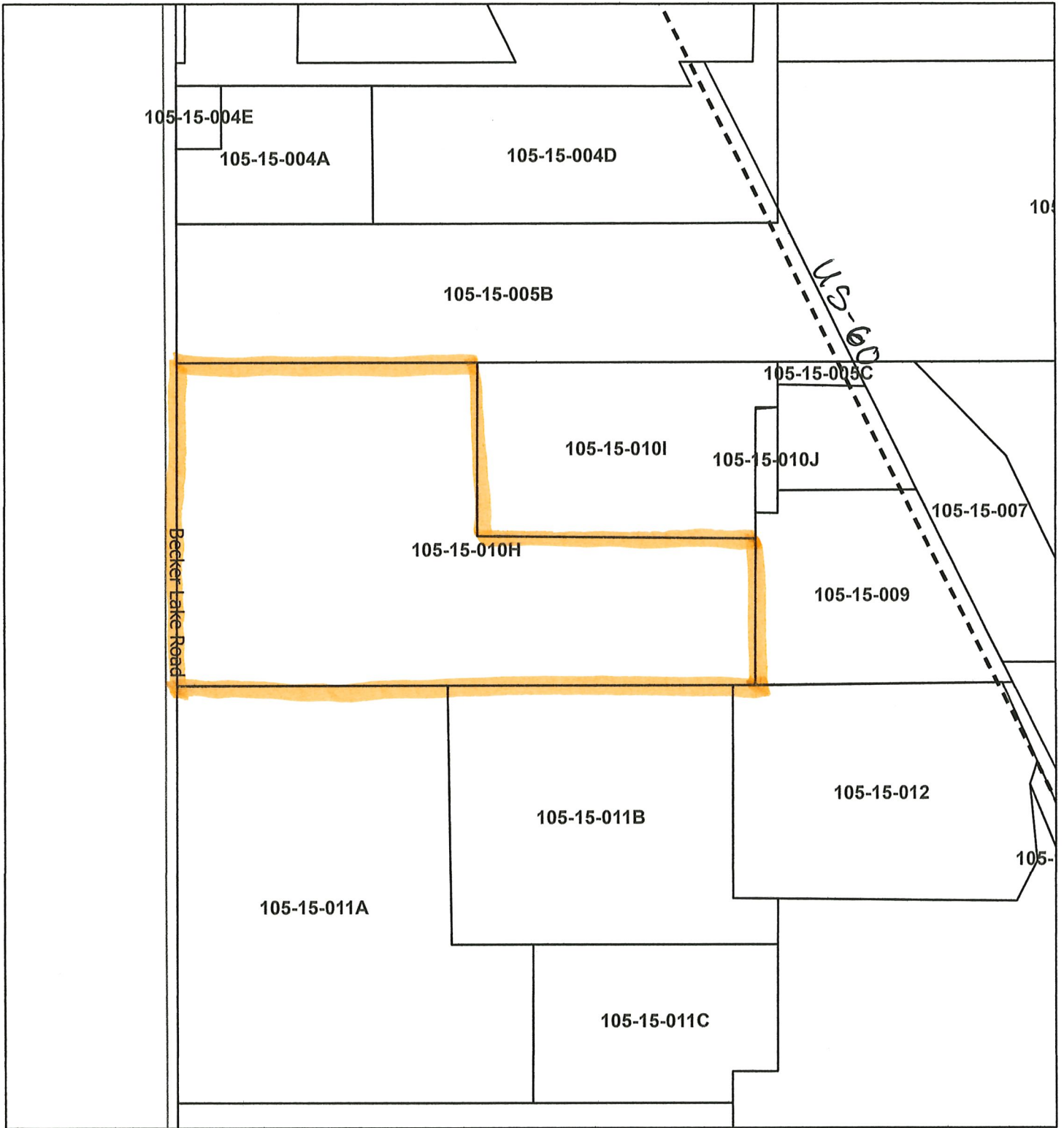
Parcel 010H is currently zoned as Agriculture Residential AR-20. This has been an appropriate zoning for many years, however, the intended use will now be changing.

Mr. Avery is requesting to rezone the parcel to General Commercial. He intends on using parcel 010H for commercial purposes as authorized within the Springerville Town Code. This may include the expansion of the RV park that already exists.





The community of Springerville may be well aware of the positive impact that Mr. Avery and his family's commercial businesses are in the community. He would like to rezone parcel 010H so that he can expand his positive commercial impact in the community.

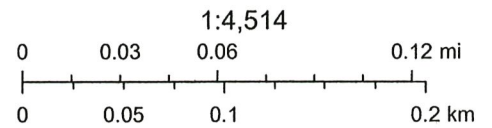
Mr. Avery is ready to discuss his request and answer questions from the community about his request.

# Apache County Map



1/31/2022, 8:59:19 PM

-  Parcel
-  Springerville
-  Highways
-  Apache County



**Account: R0007538 Account Sale History**

Document #	Document Type	Price	Sale Date	Grantor	Grantee	Remarks
------------	---------------	-------	-----------	---------	---------	---------

2021-007968	WARRANTY DEED	\$250,000	07/01/2021	JOHNSON CLIFFORD K	AVERY REVOCABLE TRUST	-
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Document #	Document Type	Price
------------	---------------	-------

2021-007968	WARRANTY DEED	\$250,000
-------------	---------------	-----------

Sale Date	Grantor	Grantee
-----------	---------	---------

07/01/2021	JOHNSON CLIFFORD K	AVERY REVOCABLE TRUST
------------	--------------------	-----------------------


Remarks

# Tax Account

## Summary

Account Id R0007538  
Parcel Number 10515010H  
Owners JOHNSON CLIFFORD K & JANA LYNN JT  
Address 1564 N ALMA SCHOOL ROAD  
MESA, AZ 85201  
Situs Address  
Legal Section: 29 Township: 9N Range: 29E COM C4 COR W 40.92' TO POB N 280' W 619.08' N 380' W 660' S 700' E 1279.08' N 50' TO POB.

## Inquiry

As Of  

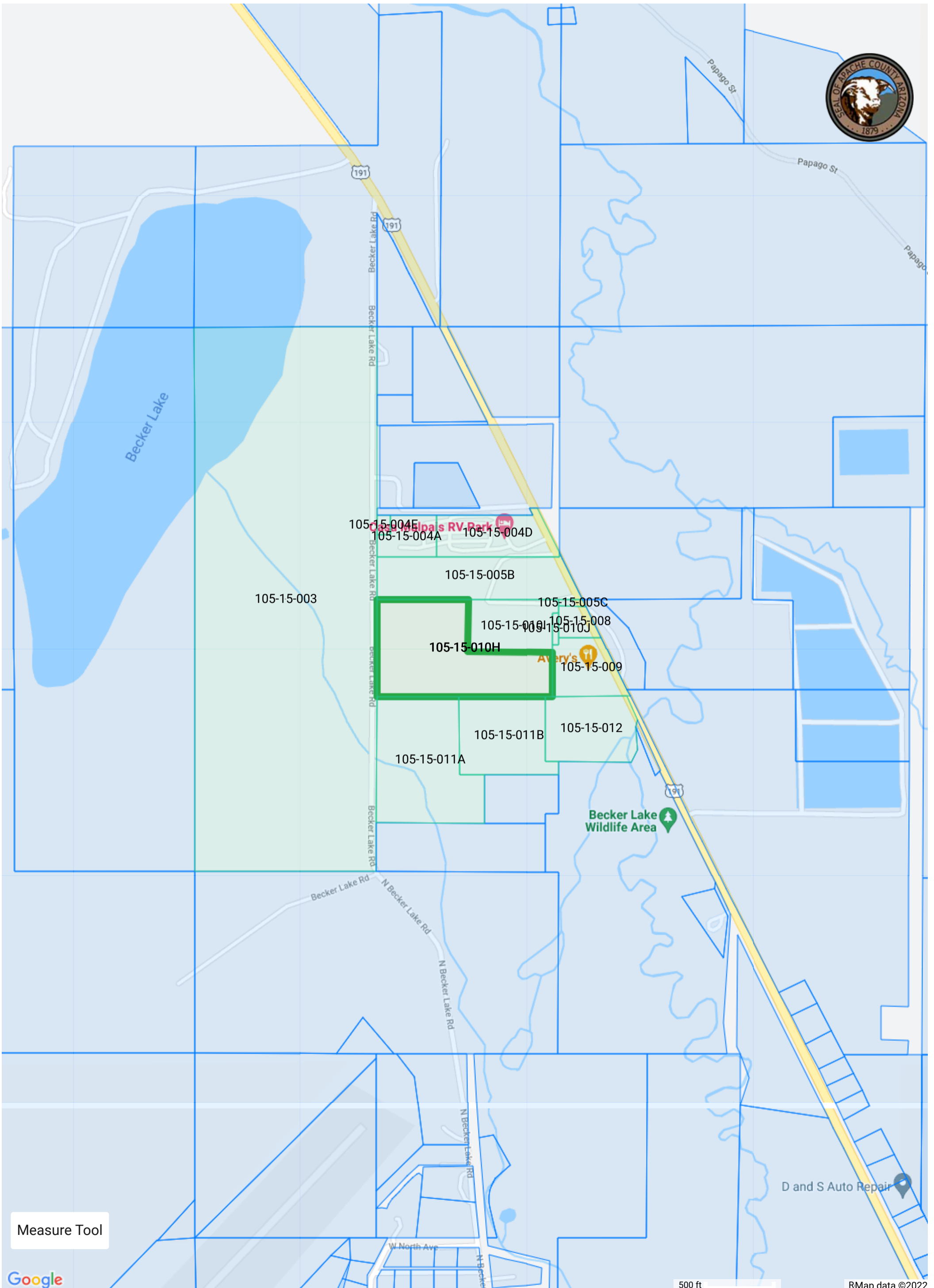
Payment Type  First  
 Full

Total Due \$0.00

## Value

Area Id	Authority Type	Tax Rate
1030 - SD#10, TOWN OF SPRINGERVILLE, WHITE MTN HEALTH CARE DIST	Primary	0.0331920000
	Secondary	0.0278650000
	Flood	0.0008600000
<b>Taxes (Limited Property)</b>		\$12.58
<b>Taxes (Flood)</b>		\$0.32
<b>Taxes (LPV)</b>		\$10.56
<hr/>		
<b>Total Billed</b>		<b>\$23.46</b>

The amounts of taxes due on this page are based on **last year's** property value assessments.  
For current year values visit the Apache County Assessor's website>



Measure Tool



500 ft

RMap data ©2022



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

2021-007968

Page 1 of 3

OFFICIAL RECORDS OF APACHE COUNTY  
LARRY NOBLE, RECORDER

09-16-2021 02:46 PM Recording Fee \$30.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Tax Parcel No.: 105-15-010H

### WARRANTY DEED

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

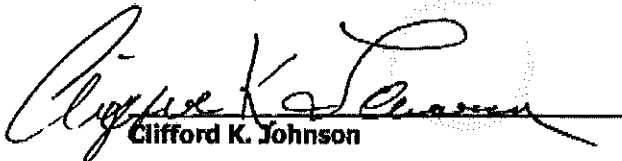
John G. Avery, as Trustee of The Avery Revocable Trust, dated September 18, 2020  
the following real property situated in Apache County, Arizona:  
See Exhibit A attached hereto and made a part hereof.

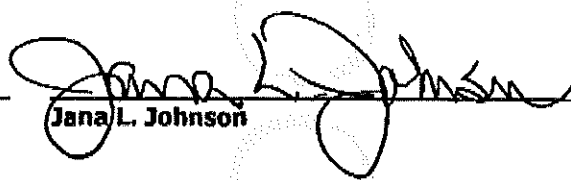
Pursuant to A.R.S § 33-404, the names and addresses of the beneficiaries of the above referenced Trust  
are disclosed in the Trust Disclosure Exhibit attached hereto and incorporated herein by reference.

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.

The Grantor warrants the title against all persons whomsoever.

DATED: July 28, 2021

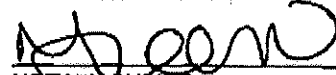
  
Clifford K. Johnson

  
Jana L. Johnson

State of Alaska  
County of Kenai Peninsula Borough

The foregoing instrument was acknowledged before me this 17 day of August, 2021, by  
Clifford K. Johnson and Jana L. Johnson.



  
NOTARY PUBLIC  
My commission expires: 9.29.24

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 Agency, Inc. as a "Trust Disclosure Exhibit" attached to any deed/deed of trust being recorded by Pioneer Title Agency, Inc. in a pending transaction with the Trust.

**John G. Avery, as Trustee of the Avery Revocable Trust, dated September 18, 2020**

Beneficiary Name and Address: John G. Avery  
923 W. Buffalo Creek Camp Verde AZ 86329

Beneficiary Name and Address: John G. Avery

Beneficiary Name and Address: John G. Avery

Initials JGA

W  
E  
L  
C  
O  
M  
E  
S

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:**

**Commencing at the center of Section 29, an aluminum cap LS 13014;**

**Thence South 89°27'49" West, 37.30 feet to a pin and tag LS 31028, the True Point 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 0°00'41" West, 661.37 feet to a pin and tag LS 31028;**

**Thence North 89°05'47" East, 664.65 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 89°10'27" East, 623.49 feet to a pin and tag LS 31028;**

**Thence South 0°26'02" East, 270.59 feet to the Point of Beginning.**

**AFFIDAVIT OF PROPERTY VALUE**

**1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)**

Primary Parcel: 105-16-010H  
 BOOK MAP PARCEL SPLIT

Does this sale include any parcels that are being split / divided?  
 Check one: Yes  No

How many parcels, other than the Primary Parcel, are included in this sale? 0

Please list the additional parcels below (attach list if necessary):

(1) \_\_\_\_\_ (2) \_\_\_\_\_  
 (3) \_\_\_\_\_ (4) \_\_\_\_\_

**2. SELLER'S NAME AND ADDRESS:**

Clifford K. Johnson and Jana L. Johnson  
1564 N. Alma School Rd  
Mesa, AZ 85201

**3. (a) BUYER'S NAME AND ADDRESS:**

John G. Avery, as Trustee of The Avery Revocable Trust, dated  
September 18, 2020  
923 W. Buffalo Trail  
Camp Verde, AZ 86322

(b) Are the Buyer and Seller related? Yes  No   
 If Yes, state relationship: \_\_\_\_\_

**4. ADDRESS OF PROPERTY:**

00 Becker Lk Rd  
Springerville, AZ 85938

**5. (a) MAIL TAX BILL TO: (Taxes due even if no bill received)**

John G. Avery, as Trustee of The Avery Revocable Trust, dated  
September 18, 2020  
923 W. Buffalo Trail  
Camp Verde, AZ 86322

(b) Next tax payment due October 1, 2021

**6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box**

- a.  Vacant Land
- b.  Single Family Residence
- c.  Condo or Townhouse
- d.  2-4 Plex
- e.  Apartment Building
- f.  Commercial or Industrial Use
- g.  Agricultural
- h.  Mobile or Manufactured Home  
 Affixed  Not Affixed
- i.  Other Use; Specify: \_\_\_\_\_

**7. RESIDENTIAL BUYER'S USE:** If you checked b, c, d or h in Item 6 above, please check one of the following:

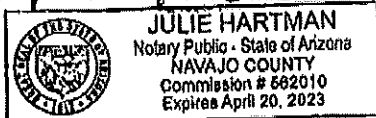
- a.  To be used as a primary residence.
- b.  To be rented to someone other than a "qualified family member".
- c.  To be used as a non-primary or secondary residence.

See reverse side for definitions of a "primary residence, secondary residence" and "family member."

**8. If you checked e or f in Item 6 above, indicate the number of units: \_\_\_\_\_**  
 For Apartments, Motels / Hotels, Mobile Home / RV Parks, etc.

THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY.

Signature of Seller/Agent: [Signature]  
 State of Arizona, County of Navajo  
 Subscribed and sworn to before me on this 15 day of September 2021  
 Notary Public: Julie Hartman  
 Notary Expiration Date: April 20, 2023



Signature of Buyer/Agent: [Signature]  
 State of Arizona, County of Navajo  
 Subscribed and sworn to before me on this 15 day of September 2021  
 Notary Public: Julie Hartman  
 Notary Expiration Date: April 20, 2023



**FOR RECORDER'S USE ONLY**

2021-007968RP  
 Page 1 of 2  
 Apache  
 09-16-2021 02:46 PM  
 2021-007968

**9. TYPE OF DEED OR INSTRUMENT (Check Only One Box):**

- a.  Warranty Deed
- b.  Special Warranty Deed
- c.  Joint Tenancy Deed
- d.  Contract or Agreement
- e.  Quit Claim Deed
- f.  Other: \_\_\_\_\_

**10. SALE PRICE:** \$ 250,000.00

**11. DATE OF SALE (Numeric Digits):** 07 / 21  
 Month / Year

**12. DOWN PAYMENT:** \$ 250,000.00

**13. METHOD OF FINANCING:**

- a.  Cash (100% of Sale Price)
- b.  Barter or trade
- c.  Assumption of existing loan(s)
- d.  Seller Loan (Carryback)
- e.  New loan(s) from financial institution:  
 (1)  Conventional  
 (2)  VA  
 (3)  FHA
- f.  Other financing; Specify: \_\_\_\_\_

**14. PERSONAL PROPERTY (see reverse side for definition):**

- (a) Did the Sale Price in Item 10 include Personal Property that impacted the Sale Price by 5 percent or more? Yes  No
- (b) If Yes, provide the dollar amount of the Personal Property:

\$ 00 AND

briefly describe the Personal Property: \_\_\_\_\_

**15. PARTIAL INTEREST:** If only a partial ownership interest is being sold, briefly describe the partial interest: n/a

**16. SOLAR / ENERGY EFFICIENT COMPONENTS:**

- (a) Did the Sale price in Item 10 include solar energy devices, energy efficient building components, renewable energy equipment or combined heat and power systems that impacted the Sale Price by 5 percent or more? Yes  No
- If Yes, briefly describe the solar / energy efficient components: \_\_\_\_\_

**17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone Number):**

Pioneer Title Agency, Inc.  
240 South White Mountain Road, Show Low, AZ 85901  
 Phone: (928) 537-4222

**18. LEGAL DESCRIPTION (attach copy if necessary):**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

**EXHIBIT "A"**  
**Legal Description**

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:

Commencing at the center of Section 29, an aluminum cap LS 13014;

Thence South 89°27'49" West, 37.30 feet to a pin and tag LS 31028, the True Point of Beginning;

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Thence South 0°07'42" West, 351.14 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°26'02" East, 270.59 feet to the Point of Beginning.

# **TOWN OF SPRINGERVILLE MEMORANDUM**

**TO: Springerville Town Council**  
**FROM: Chris Collopy / Town Manager**  
**DATE: 5/11/2022**  
**SUBJECT: Award of River Well Rehabilitation WIFA Project**

## **PROPOSED MOTIONS:**

I move we 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.

OR

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

## **STAFF REPORT**

Staff advertised the request for bids for the River Well on April 8<sup>th</sup> & 15<sup>th</sup> with a deadline of April 26<sup>th</sup>. Our Engineer, Painted Sky, was handling the distribution of the bid packets, and only one bidder requested a bid packet, and Painted Sky failed to send the bid packet to the requesting party. The day before the bids were due, staff contacted Painted Sky and asked about being ready for the bid opening the next day. This is when the engineer said only one company asked for the bid packet and they forgot to send it.

They did send the packet on the bid opening date and the bidder did turn in his bid on the May 2<sup>nd</sup>. This late bid was late but not his fault. Painted Sky dropped the ball. 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.

Attachments:

- A. Bid packet
- B. Proposed Agreement

INVITATION TO BID

**TOWN OF SPRINGERVILLE RIVER WELL REHABILITATION  
Springerville, Arizona**

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

Sealed Bids will be received at the office of the town clerk, Town of Springerville, 418 E Main Street, Springerville, AZ 85938 until **Tuesday, April 26, 2022, at 2:00 pm**. 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:

Remove and salvage for the Town approximately 336 linear feet of existing 2.5 inch drop pipe and replace with 3 inch Schedule 40 Black Iron Pipe, remove and replace 15 hp pump capable of pumping 85 gallons per minute against a total dynamic head of 485 feet, remove and salvage for the Town approximately 340 linear feet of electrical lines, and remove and replace control panels for said well. The project site is located within the Town of Springerville, on the north side of West Airport Road, approximately 400 feet east of the West Airport Road and North Becker Lake Road intersection, as defined on the Plans, Specifications, and Special Provisions identified as **Town of Springerville River Well Rehabilitation 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 Engineer. A non-refundable fee of **\$25** will be charged for plan sets and bid documents. Interested parties should contact the Engineer, Painted Sky Engineering & Survey, Attn: Doug Brimhall, 176 N. Main Street, Snowflake, AZ 85937 (928) 537-7218.

**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 \_\_\_\_\_, Contractor**

**For: RIVER WELL REHABILITATION**

# **BID DOCUMENTS & SPECIFICATIONS**

**FOR**

**TOWN OF SPRINGERVILLE**

## **RIVER WELL REHABILITATION**

### **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:

**"Sealed Bid of \_\_\_\_\_, Contractor**

**For: Town of Springerville River Well Rehabilitation**

**Town of Springerville  
River Well Rehabilitation**

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ARIZONA STATE CONTRACTOR'S LICENSE CLASSIFICATION.....	BF-5
BID SCHEDULE .....	BF-7
SUBCONTRACTOR LIST.....	BF-11
BIDDER'S QUALIFICATION STATEMENT.....	BF-12
NON-COLLUSION AFFIDAVIT.....	BF-13
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NOTICE TO PROCEED.....	NTP-1

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PAYMENT BOND..... PB-3  
SPECIAL PROVISIONS..... SP-1

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 RIVER WELL REHABILITATION  
Springerville, Arizona**

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

Sealed Bids will be received at the office of the town clerk, Town of Springerville, 418 E Main Street, Springerville, AZ 85938 until **Tuesday, April 26, 2022, at 2:00 pm**. 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:

Remove and salvage for the Town approximately 336 linear feet of existing 2.5 inch drop pipe and replace with 3 inch Schedule 40 Black Iron Pipe, remove and replace 15 hp pump capable of pumping 85 gallons per minute against a total dynamic head of 485 feet, remove and salvage for the Town approximately 340 linear feet of electrical lines, and remove and replace control panels for said well. The project site is located within the Town of Springerville, on the north side of West Airport Road, approximately 400 feet east of the West Airport Road and North Becker Lake Road intersection, as defined on the Plans, Specifications, and Special Provisions identified as Town of Springerville River Well Rehabilitation 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 Engineer. A non-refundable fee of **\$25** will be charged for plan sets and bid documents. Interested parties should contact the Engineer, Painted Sky Engineering & Survey, Attn: Doug Brimhall, 176 N. Main Street, Snowflake, AZ 85937 (928) 537-7218.

**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 \_\_\_\_\_, Contractor**

**For: RIVER WELL REHABILITATION**

## **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 office of the Engineer, Painted Sky Engineering & Survey.

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 before 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 upon completion of such explorations.

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. 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.

**7. Liquidated Damages:**

Provisions for liquidated damages are set forth in the Agreement.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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 correct sum.

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.

**16. 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.

**17. 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.

**18. 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.

**19. 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 RIVER WELL REHABILITATION 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
5-2-22	024684-21002		

- 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.
- l. 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: \$ 40,001.22

TOTAL PRICE IN WORDS: Forty thousand one dollar and twenty two cents

**Bidder:** R Davis Drilling LLC

**\*NOTE: All unit bid prices and extended bid prices shall include ALL 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:

Painted Sky Engineering & Survey  
Attn: Doug Brimhall  
176 N. Main Street  
Snowflake, AZ 85937

SUBMITTED ON: May 2, 2022.

The Name and Address of BIDDER indicated below:

R Davis Drilling LLC  
PO Box 1427  
Springerville AZ  
85938

**ARIZONA STATE CONTRACTOR'S LICENSE  
CLASSIFICATION**

Issued: 6-29-16 C-53 No. 306285

If BIDDER is:

**An Individual**

By: Richie Davis (SEAL)  
(Individual)

Doing Business As: R Davis Drilling LLC

Business Address: 125 N Cumi St Springerville Az  
85938 / PO Box 1427 Springerville

Phone Number: 928 245 0230

**A Partnership**

By: \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**A Corporation**

By: \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By: \_\_\_\_\_  
(Name and Title of Person Authorized to Sign)



**Corporate Seal**

Attest: \_\_\_\_\_  
(Secretary)

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

**A Joint Venture**

By: \_\_\_\_\_  
(Name)

Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
(Name)

Address: \_\_\_\_\_  
\_\_\_\_\_

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a part to the joint venture should be in the manner indicated above.)

**Bid Schedule**

1.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity <sup>a</sup>	Bid Unit Price	Bid Price
1	Mobilization/Demobilization	LS	1	1500	1500. <sup>00</sup>
2	Remove and Salvage – Deliver to Town Public Works Yard				
A	2.5 Inch Drop Pipe	LF	336	10	3360. <sup>00</sup>
B	15 HP Pump	EA	1	500	500. <sup>00</sup>
C	Wiring	LF	350	<del>300</del> 1	<del>300</del> 350. <sup>00</sup>
D	Controls	EA	1	350	350. <sup>00</sup>
3	Replace				
A	3 Inch Black Iron Pipe <i>AIS</i>	LF	336	55	18,480. <sup>00</sup>
B	3" Ductile Iron Check Valves	EA	2	600	1200. <sup>00</sup>
C	15 HP Pump – TDH 485 Feet	EA	1	9650. <sup>82</sup>	9650. <sup>82</sup>
D	Submersible Cable	LF	350	3.4	1142. <sup>40</sup>
E	Controls	EA	1	2468	2468. <sup>00</sup>
F	Consumables	EA	1	500	500. <sup>00</sup>
<b>Total of All Unit Price Bid Items</b>	\$ 40,001.22	LS	1		

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead, profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**STATUTORY BID BOND**

**PURSUANT TO A.R.S. §41-2573**

(Penalty of this bond must be not less than 10% of the bid amount)

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**KNOW ALL MEN BY THESE PRESENTS:**

**THAT,** Richard Davis

(hereinafter called Principal), as Principal, and owner of R. Davis

Drilling LLC

(hereinafter called Surety), a corporation duly organized and existing under the laws of the State of Arizona, with its principal office in the City of Springerville, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound into the Town of Springerville (hereinafter called the Obligee) in the amount of 10% of the total bid amount Dollars (\$ 10%), for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

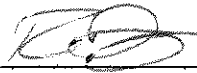
**WHEREAS** the Principal has submitted a bid for  
**TOWN OF SPRINGERVILLE  
RIVER WELL REHABILITATION**

**NOW, THEREFORE**, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of A.R.S. §41-2573, and all liabilities on this bond shall be determined in accordance with the provisions of the Section to the extent as if it was copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this 2 day of May, 2022.

  
Principal Seal

By: \_\_\_\_\_

\_\_\_\_\_  
Surety Seal

By: \_\_\_\_\_

\_\_\_\_\_  
Agency of Record

**SUBCONTRACTOR LIST**

This form must be completed and submitted with the Bid Form but enclosed in a separate sealed envelope identified as "List of Subcontractors". The envelopes of unsuccessful bidders will be returned unopened.

I propose to use the following Subcontractors for appropriate portions of the construction of:

<u>SUBCONTRACTOR-ADDRESS-SPECIALTY</u>	<u>TELEPHONE</u>
<i>N/A</i>	

Contractor: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
  \_\_\_\_\_

**BIDDER'S QUALIFICATION STATEMENT**

Submit this Statement with Proposal.

**SUBMITTED TO:**

Town of Springerville  
418 E Main Street  
Springerville, AZ 85938

**SUBMITTED BY:**

Name

(Print or Type Name of Bidder)  
(A Corporation / A Partnership / An Individual / A Joint-Venture)  
(Bidder to strike out inapplicable terms)

Address:

PO Box 1427 Springerville AZ  
85938

Signature:



Title:

OWNER/12 Davis Drilling LLC

Arizona Privilege License No.:

61-006625-H

Similar Projects the Bidder has Completed or is Working on:

Owner/Client	Project Name	Contact	Phone #	Amount
Town of Eagar	Hall Well	weswhiting	245-5914	\$126,800
Town of Eagar	Golf Course	"	"	\$24,741. <sup>00</sup>
Town of Eagar	Transfer Site	"	"	\$11,576. <sup>00</sup>
Town of Eagar	Arceol Well	"	"	\$59,996. <sup>00</sup>
Town of Springerville	Haystack	Robert Perry	245-9471	\$3,053. <sup>00</sup>

NON-COLLUSION AFFIDAVIT

State of Arizona )  
County of ) ss.  
)

Richie Davis, Affiant, the  
owner

(Title)

R Davis Drilling LLC  
(Contractor)

the persons, corporation, or company who makes the accompanying Bid/Proposal, having first been duly sworn, deposes and says:

That such Bid/Proposal is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly induced or solicited from any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

[Signature]  
Richie Davis

Subscribed and sworn to before me this  
2 day of May, 2022.

My Commission Expires on:

11/20/2023  
[Signature]  
(Notary Public)



\*This Affidavit must accompany the Bid/Proposal.

## AGREEMENT

### 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:

Remove and salvage for the Town approximately 336 linear feet of existing 2.5 inch drop pipe and replace with 3 inch Schedule 40 Black Iron Pipe, remove and replace 15 hp pump capable of pumping 85 gallons per minute against a total dynamic head of 485 feet, remove and salvage for the Town approximately 340 linear feet of electrical lines, and remove and replace control panels for said well. The project site is located within the Town of Springerville, on the north side of West Airport Road, approximately 400 feet east of the West Airport Road and North Becker Lake Road intersection, as defined on the Plans, Specifications, and Special Provisions identified as Town of Springerville River Well Rehabilitation 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 RIVER WELL REHABILITATION 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.

- 6.5 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 **CONTRACTOR'S INSURANCE.** 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.**

- 10.2 Third Party Beneficiary Clause. 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.
- 10.3 Indemnity. 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.

**CONTRACTOR PAYMENT REQUEST**

Date \_\_\_\_\_  
Period \_\_\_\_\_  
Contractor Payment (CP) Request Number \_\_\_\_\_  
Contract Date \_\_\_\_\_

Project Name: **Town of Springerville River Well Rehabilitation Project**

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)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Engineer)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Owner)

\_\_\_\_\_  
Date

**FIELD ORDER**

No. \_\_\_\_\_

---

**Project: Town of Springerville River Well Rehabilitation 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 River Well Rehabilitation Project

Project No. \_\_\_\_\_ Contract 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 River Well Rehabilitation 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 SHALL 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 River Well Rehabilitation Project**

Date of Issuance \_\_\_\_\_

Owner:

Contractor: \_\_\_\_\_ Engineer: \_\_\_\_\_

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Directive Change:

Attachments: (list documents supporting change)

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

- \_\_\_\_\_ Time and Materials
- \_\_\_\_\_ Unit Prices
- \_\_\_\_\_ Cost Plus Fixed
- \_\_\_\_\_ Other \_\_\_\_\_

Method of determining change in Contract Time:

- \_\_\_\_\_ Contractor's Records
- \_\_\_\_\_ Engineer's Records
- \_\_\_\_\_ 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 Time: \_\_\_\_\_.

If the change involves an increase, the estimated time is not to be exceeded without further authorization.

RECOMMENDED:

BY \_\_\_\_\_

Engineer

AUTHORIZED:

BY \_\_\_\_\_

Owner

ACCEPTED BY \_\_\_\_\_ (Contractor)

DATE \_\_\_\_\_

**CHANGE ORDER**

Project: **Town of Springerville River Well Rehabilitation Project**

Change Order No. \_\_\_\_\_

Contract Date: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Engineer: \_\_\_\_\_

Modify the Contract per the following Change Proposal Requests, which are attached to this Change Order.

Original Contract Price \$ \_\_\_\_\_

Current Contract Price adjusted by previous Change Order \$ \_\_\_\_\_

The Contract Price due to this Change Order will be (increased) (decreased) by: \$ \_\_\_\_\_

The new Contract Price, including this Change Order will be: \$ \_\_\_\_\_

The Contract Time to Substantial Completion will be (increased) (decreased) by \_\_\_\_\_ calendar days.

The Contract Time to Final Completion will be (increased) (decreased) by \_\_\_\_\_ calendar 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.: 024684-21002

Project: **Town of Springerville River Well Rehabilitation Project**

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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: \_\_\_\_\_, **Contractor**

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 all-inclusive, 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**

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Project: **Town of Springerville River Well Rehabilitation Project**

Project No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contract For: \_\_\_\_\_ Contract Date: \_\_\_\_\_

---

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

To: **Town of Springerville**

And to: \_\_\_\_\_, **Contractor**

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Authorized representatives of the OWNER, CONTRACTOR and ENGINEER have inspected the Work to which this Certificate applies, and that Work is hereby declared to be complete in accordance with the Contract Documents on

\_\_\_\_\_  
Date of Final Completion

Contractor's Affidavit regarding settlement of claims is attached to and made a part of this Certificate.

Executed by ENGINEER on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Engineer)

By \_\_\_\_\_

CONTRACTOR accepts this Certificate of Final Completion on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_

OWNER accepts this 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 Town of Springerville River Well Rehabilitation Project 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)

STATE OF ARIZONA     )  
  ) ss.  
County of                    )

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
\_\_\_\_\_ this \_\_\_\_\_ day 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 River Well Rehabilitation**

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 was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_.

(SEAL)

**NOTICE OF AWARD**

Date: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name: **Town of Springerville River Well Rehabilitation**

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 River Well Rehabilitation 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:

**Town of Springerville River Well Rehabilitation Project**

You are notified that the Contract Time under the above Contract will commence to run on, \_\_\_\_\_, **2022**. 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, \_\_\_\_\_, **2022** and Final Completion is, \_\_\_\_\_, **2022**.

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

**STATUTORY PERFORMANCE BOND**

**PURSUANT TO A.R.S. §41-2574**

(Penalty of This Bond Must be 100% of the Contract Amount)

---

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT,** \_\_\_\_\_  
(hereinafter called Principal), as Principal, and \_\_\_\_\_  
\_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Springerville (hereinafter called the Obligee) in the amount of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_), for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct and complete a certain work described as

**Town of Springerville River Well Rehabilitation Project**

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,** that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the Contract and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duty authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then the above obligations shall be void, otherwise to remain in full force and effect:

**PROVIDED, HOWEVER,** that this bond is executed pursuant to the provisions of A.R.S. §41-2574, and all liabilities on this bond shall be determined in accordance with the provisions of the Section, to the extent as if it was copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_

Principal

SEAL

By: \_\_\_\_\_

\_\_\_\_\_

Surety

SEAL

By: \_\_\_\_\_

\_\_\_\_\_

Agency of Record

**STATUTORY PAYMENT BOND**  
**PURSUANT TO A.R.S. §41-2574**  
(Penalty of This Bond Must be 100% of the Contract Amount)

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**KNOW ALL MEN BY THESE PRESENTS:**

**THAT,** \_\_\_\_\_  
(hereinafter called Principal), as Principal, and \_\_\_\_\_  
\_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Springerville (hereinafter called the Obligee) in the amount of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_), for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_ day of \_\_\_\_\_, 2022, to construct and complete a certain work described as

**Town of Springerville River Well Rehabilitation Project**

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,** that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the Contract and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duty authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then the above obligations shall be void, otherwise to remain in full force and effect:

**PROVIDED, HOWEVER,** that this bond is executed pursuant to the provisions of A.R.S. §41-2574, and all liabilities on this bond shall be determined in accordance with the provisions of the Section, to the extent as if it was copied at length herein.

The prevailing party in a suite on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_

Principal

SEAL

By: \_\_\_\_\_

\_\_\_\_\_

Surety

SEAL

By: \_\_\_\_\_

\_\_\_\_\_

Agency of Record



## **SPECIAL PROVISIONS**

### **Town of Springerville River Well Rehabilitation 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.

**SECTION 109 – MEASUREMENTS AND PAYMENTS**

**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 submersible 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**

