

**TOWN COUNCIL OF DEWEY-HUMBOLDT  
REGULAR MEETING NOTICE**

**Tuesday, May 20, 2014, 6:30 P.M.**

**COUNCIL REGULAR MEETING  
2735 S. HWY 69**

**COUNCIL CHAMBERS, TOWN HALL  
DEWEY-HUMBOLDT, ARIZONA**

**AGENDA AMENDED**

The issues that come before the Town Council are often challenging and potentially divisive. In order to make sure we benefit from the diverse views to be presented, the Council believes that the meeting be a safe place for people to speak. With this in mind, the Council asks that everyone refrain from clapping, heckling and any other expressions of approval or disapproval. Council may vote to go into Executive Session for legal advice regarding any matter on the open agenda pursuant to A.R.S. 38-431.03 (A) (3), which will be held immediately after the vote and will not be open to the public. Upon completion of Executive Session, the Council may resume the meeting, open to the public, to address the remaining items on the agenda. Agenda items may be taken out of order. Please turn off all cell phones. The Council meeting may be broadcast via live streaming video on the internet in both audio and visual formats. One or more members of the Council may attend either in person or by telephone, video or internet conferencing. **NOTICE TO PARENTS:** Parents and legal guardians have the right to consent before the Town of Dewey-Humboldt makes a video or voice recording of a minor child. A.R.S. § 1-602.A.9. Dewey-Humboldt Council Meetings are recorded and may be viewed on the Dewey-Humboldt website. If you permit your child to participate in the Council Meeting, a recording will be made. You may exercise your right not to consent by not permitting your child to participate or by submitting your request to the Town Clerk that your child not be recorded.

**1. Call To Order.**

**2. Opening Ceremonies.**

**2.1. Pledge of Allegiance.**

**2.2. Invocation.**

**3. Roll Call.** Town Council Members Jack Hamilton, Mark McBrady, Dennis Repan, Sonya Williams-Rowe, Nancy Wright; Vice Mayor Arlene Alen; and Mayor Terry Nolan.

**4. Announcements Regarding Current Events, Guests, Appointments, and Proclamations.**

Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action.

**5. Recess Council Meeting and Convene Board of Adjustment Meeting.** Hearing and possible action.

Page 5 **5.1. Public Hearing – Variance Request from the side yard setback requirements for property located at 9520 E. Newtown Avenue, Dewey, Arizona. The Board may act to adopt required findings and approve the variance application or it may deny the variance application.**

**5.2. Adjourn the Board of Adjustment meeting**

**6. Reconvene in to the Regular Council Meeting.**

**7. Town Manager’s Report.** Update on Current Events.

**8. Consent Agenda.**

Page 30 **8.1. Minutes.** Minutes from the April 15, 2014 Regular Council meeting.

**9. Comments from the Public (on non-agendized items only).** The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council.

Individuals may address the Council on any issue within its jurisdiction. At the conclusion of Comments from the Public, Council members may respond to criticism made by those who have addressed the public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Council members are forbidden by law from discussing or taking legal action on matters raised during the Comments from the Public unless the matters are properly noticed for discussion and legal action. A 3 minute per speaker limit may be imposed. The audience is asked to please be courteous and silent while others are speaking.

**10. Discussion Agenda – Unfinished Business.** Discussion and Possible Action on any issue which was not concluded, was postponed, or was tabled during a prior meeting.

Page 37 **10.1. Spring 2014 Chip Overlay Project Bid Selection and Approval of a Contract with the Selected Contractor.** Discussion and possible action to select a contractor for the Spring 2014 Chip Overlay Project based upon the bids submitted in the Town’s Notice and Invitation for Bids or to reject all proposals and issues a new invitation for bids.

Page 85 **10.2. Foothill Drive Drainage Project Bid Selection and Approval of a Contract with the Selected Contractor.** Discussion and possible action to select a contractor for the Foothill Dr. Drainage project based on the bids submitted in the Town’s Notice and Invitation for Bids or to reject all proposals and issues a new invitation for bids.

Page 101 **10.3. Outback Road situation and next steps.** Council discussion with the town attorney following prior discussions and new discoveries; direction on how to proceed. [Continued from the February 18, 2014 meeting and the February 4, 2014 meeting discussions; original CAARF requested by CM Repan]

**11. Discussion Agenda – New Business.** Discussion and Possible Action on matters not previously presented to the Council.

Page 103 **11.1. Fiscal Year 2014-2015 Tentative Budget acknowledgement and adoption, review of future budget meeting and final adoption dates.**

Page 107 **11.2. To accept an offer from the Arizona Office of Tourism to do a short Presentation and Q&A session for Council and public at a work study session.** [CAARF requested by VM Alen]

Page 108 **11.3. Whether to acquire certain railroad property remaining in Dewey-Humboldt which is located in Section 23 T 13 N R1E totaling 2.85 acres through dedication.** [research generated by CM Hamilton CAARF and council direction given at December 17, 2013 meeting] council discussion and consultation with town attorney regarding finding, acquisition process and direct the next steps.

Page 115 **11.4. Discussion and possible action regarding acquisition of property through donation for town park purposes and possibly to approve Resolution No. 14-110,** authorizing and directing the Town Manager and Town Attorney to obtain a legal description, preliminary title report and phase I environmental site assessment and take other necessary actions preparatory to acquisition of real property located in Dewey-Humboldt at 925 S. Wicklow Pl. on behalf of the Town and directing the Town Manager to present the above information to the Council for possible approval to proceed with the acquisition. The Council may, by majority vote, recess the regular meeting, hold an executive session, and then reconvene the regular meeting for discussion and possible action on this item.

**11.4.1. Recess into and hold an executive session** pursuant to A.R.S. § 38-431.03(A)(7)  
Discussions or consultations with designated representatives of the public body in order

to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property located at 925 S. Wicklow Place in Dewey-Humboldt.

#### **11.4.2. Reconvene into Regular Meeting.**

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### **THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.**

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**12. Comments from the Public.** The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. At the conclusion of Comments from the Public, Council members may respond to criticism made by those who have addressed the public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Council members are forbidden by law from discussing or taking legal action on matters raised during the Comments from the Public unless the matters are properly noticed for discussion and legal action. The total time for Public Comment is **3** minutes per person. The audience is asked to please be courteous and silent while others are speaking.

#### **13. Adjourn.**

##### **For Your Information:**

Next Town Council Meeting: Tuesday, June 3, 2014, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, June 5, 2014, at 6:00 p.m.

Next Town Council Work Session: Tuesday, June 10, 2014, at 2:00 p.m.

If you would like to receive Town Council agendas via email, please sign up at [AgendaList@dhaz.gov](mailto:AgendaList@dhaz.gov) and type Subscribe in the subject line, or call 928-632-7362 and speak with Judy Morgan, Town Clerk.

##### **Certification of Posting**

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Dewey-Humboldt Town Hall, 2735 South Highway 69, Humboldt, Arizona, Chevron Station, 2735 South Highway 69, Humboldt, Arizona, Blue Ridge Market, Highway 69 and Kachina Drive, Dewey, Arizona, on the \_\_\_\_ day of \_\_\_\_\_, 2014, at \_\_\_\_ p.m. in accordance with the statement filed by the Town of Dewey-Humboldt with the Town Clerk, Town of Dewey-Humboldt.  
By: \_\_\_\_\_, Town Clerk's Office.

Persons with a disability may request reasonable accommodations by contacting the Town Hall at 632-7362 at least 24 hours in advance of the meeting.

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**TOWN COUNCIL BOARD OF ADJUSTMENT HEARING  
May 20, 2014, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item. Jerald Piper Carport variance request.**

**To: Board of Adjustment  
From: Yvonne Kimball, Town Manager**

**Date submitted: May 2, 2014**

**Summary:**

Property owner, Jerald Piper, located at 9520 E. Newtown Ave.\*, requested a setback variance to allow the carport cover to be constructed 5 feet from the eastern property line.

The property is currently zoned as R1-70. Minimum requirements for R1-70 district are: 70,000 sqft in lot size, 200 feet in width, 50 feet for front setback, 50 feet for rear setback and 25 feet for side setback.

The property is a non-conforming lot because its width is 115 feet and less than the minimum requirement of 25 feet. The Owner is requesting a variance to the side set-back requirement of 25 feet. The owner proposes to construct a 46'x5' RV carport to the rear of the property 5 feet from the eastern property line. The existing fences appear to coincide with the eastern property line. The requested adjustment is greater than 20% of the required setback; thereby requires a variance hearing by the Board of Adjustment (as opposed to the Zoning Administrator).

Citing the uniqueness of the property and the need for a carport, the applicant believes that the application meets the requirements to approve a variance. Staff also received a letter of support from the property owners located to the east of the subject property.

Historically, Mr. Piper requested a variance for the same property in 2005 to construct a 40'X40' "motorhome storage and garage" (see August 15, 2005 application packet). The variance request sought relieve from the side setback requirement of 25 feet to 10 feet so that a 40' X 40' "motorhome storage and garage" can be constructed to the rear of the property 10 feet from the eastern property line. The request was granted by Town. Town records indicate that a building permit for a 40'X40' shed structure was issued. A 40'X40' shed structure also appears on Yavapai County database.

Town Code Section 153.021 stipulates the requirements for granting a variance. Town Attorney also provided materials for granting a variance (materials attached).

*\*9520 E. Newtown Ave. property used two different parcel #'s-402-03-181c and 402-03-183a.*

APR 15 2014

TOWN OF DEWEY-HUMBOLDT  
DEVELOPMENT APPLICATION

PROJECT DESCRIPTION:

Received

Rv Carport - VARIANCE TO 5' SIDE YARD  
SET BACK.

ZV 2014-1

- General Plan Amendment - Major
- General Plan Amendment - Minor
- Pre-Application
- Community Master Plan
- Major Use / Site Plan
- Preliminary plat
- Commercial Design Review
- Annexation
- Zoning Clearance
- Conditional Use Permit
- Abandonment
- Rezone
- Land split (3 parcels max)
- Lot Combine
- Variance
- Area Plan / Amendment
- Final Plat / Amendment
- Land Use District
- Other \_\_\_\_\_

LEGAL DESCRIPTION:

Property Address: 9520 E. Newtown Ave., Dewey AZ

Number of Lots / Units Proposed: NA

Assessor's Parcel Number: 402-03-181C Parcel Size (Acres): 1.76

Existing Land Use District: \_\_\_\_\_ Proposed Land Use District: \_\_\_\_\_

Plat Name: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: 31 (Portion) Tract: Bluehills Farm

DESCRIBE UTILITIES AVAILABLE TO PROPERTY:

- Water \_\_\_\_\_
- Gas \_\_\_\_\_
- Sewer \_\_\_\_\_
- Phone \_\_\_\_\_
- Electric \_\_\_\_\_
- Cable \_\_\_\_\_

Describe Public Access to Property:  
Paved road - Newtown Ave.

FEES

Base Fees: \_\_\_\_\_ Other Fees: \_\_\_\_\_ Other Fees: \_\_\_\_\_ Subtotal: \_\_\_\_\_ Total: \_\_\_\_\_

*APPLICANT / CONTACT INFORMATION:	OWNER INFORMATION:
Name: <u>Jerald Piper</u>	Name: <u>Jerald Piper</u>
Address: <u>9520 Newtown Ave</u>	Address: <u>9520 E Newtown Ave</u>
Phone: <u>928-713-4548</u>	Phone: <u>928-713-4548</u>
Email: <u>none</u>	Email: _____

Jerald E. Piper  
Signature of owner or representative

\*If application is being submitted by someone other than the owner of the property under consideration, a letter of authorization or other corresponding information must be provided.

HEARING APPLICATION FOR VARIANCE

Hearing# \_\_\_\_\_ Parcel# 402-03-183A

Name Jerald Piper  
(Print)

In accordance with A.R.S. 9-462.06, a variance may be granted from the terms of the Town Code of Ordinances if the following requirements are satisfied to the Board of Adjustments and Appeals by the applicant.

PLEASE ANSWER THE BELOW REQUIREMENTS.

1. The peculiar conditions that make it necessary for you to request a Variance from the Ordinance are: This lot is unique it is only 115' wide by 765' long. In order to park our motor home under cover we request a variance to construct the RV carport 5' from the East property line. This will allow the turning radius necessary to park under cover.

2. The unnecessary hardship that would be created if you cannot obtain a Variance: The motorhome would be subjected to the brutal Arizona sun. This causes the unit to deteriorate at a much faster rate.

3. The general intent and purpose of the Zoning Ordinance (which is to conserve and promote the public health, safety, convenience and general welfare by coordinated and harmonious growth and development) will be preserved because:

The structure will blend with the existing buildings. This structure will not block the view of neighbors. The structure is proposed to be located behind existing residence and will not be visible from road.

NOTE: Generally, the peculiar condition and unnecessary hardship are situations that run-with-the-land, i.e., rocks, ditches, hills, washes, etc... that would prevent enjoyment of property rights if strict interpretation of the Ordinance were enforced. Personal and/or self-imposed conditions or hardships may be given consideration but may not be valid or substantial reasons for a Variance.

Jerald E. Piper  
Applicant Sign and Date



PERMISSION TO ENTER PROPERTY

APPLICATION #: \_\_\_\_\_ PARCEL #: 402-03-183A

LEGAL DESCRIPTION: Sec 6 13N 1E

NAME(S): Jerald Piper

ADDRESS: 9520 E NEWTOWN PHONE: 928-713-4548

I, undersigned, hereby give permission to the Town of Dewey-Humboldt Land Use Specialist (or any Deputy Specialist) in the discharge of his duties as stated herein, and for good and probable cause, to enter the above described property to inspect same in connection with the enumerated application made under the terms of the Town of Dewey-Humboldt Planning and Zoning Ordinance: or for any investigation as to whether or not any portion of such property, building or other structure is being placed, erected, maintained, constructed or used in violation of the Town of Dewey-Humboldt Planning and Zoning Ordinance; or for any investigation for conditions, compliance, and stipulations under the terms of the Town of Dewey-Humboldt Planning and Zoning Ordinance and public hearings concerning this parcel. Such entry shall be within 60 days of the date of my signature (below) or within 60 days of the scheduled date of a public hearing for review, transfer, or renewal of the application. Such entry shall be limited between the hours of 7a.m. and 6p.m. MST. I understand that this permission to enter property is OPTIONAL and VOLUNTARILY GIVEN and may be withdrawn or revoked (either in writing or verbally) at any time.

APPLICANT'S SIGNATURE Jerald E. Piper DATE: 4-14-14

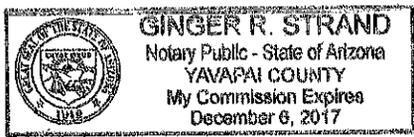
(Check one)  
 OWNER  AGENT FOR \_\_\_\_\_

STATE OF ARIZONA            )  
  ) ss  
COUNTY OF YAVAPAI )

On this 14th day of April 2014 before me the undersigned

Notary Public personally appeared Jerald Piper, who executed the foregoing instrument for the purpose therein contained. In witness whereof, I hereby set my hand and official seal,

[Signature]  
NOTARY PUBLIC  
12/16/17  
DATE COMMISSION EXPIRES



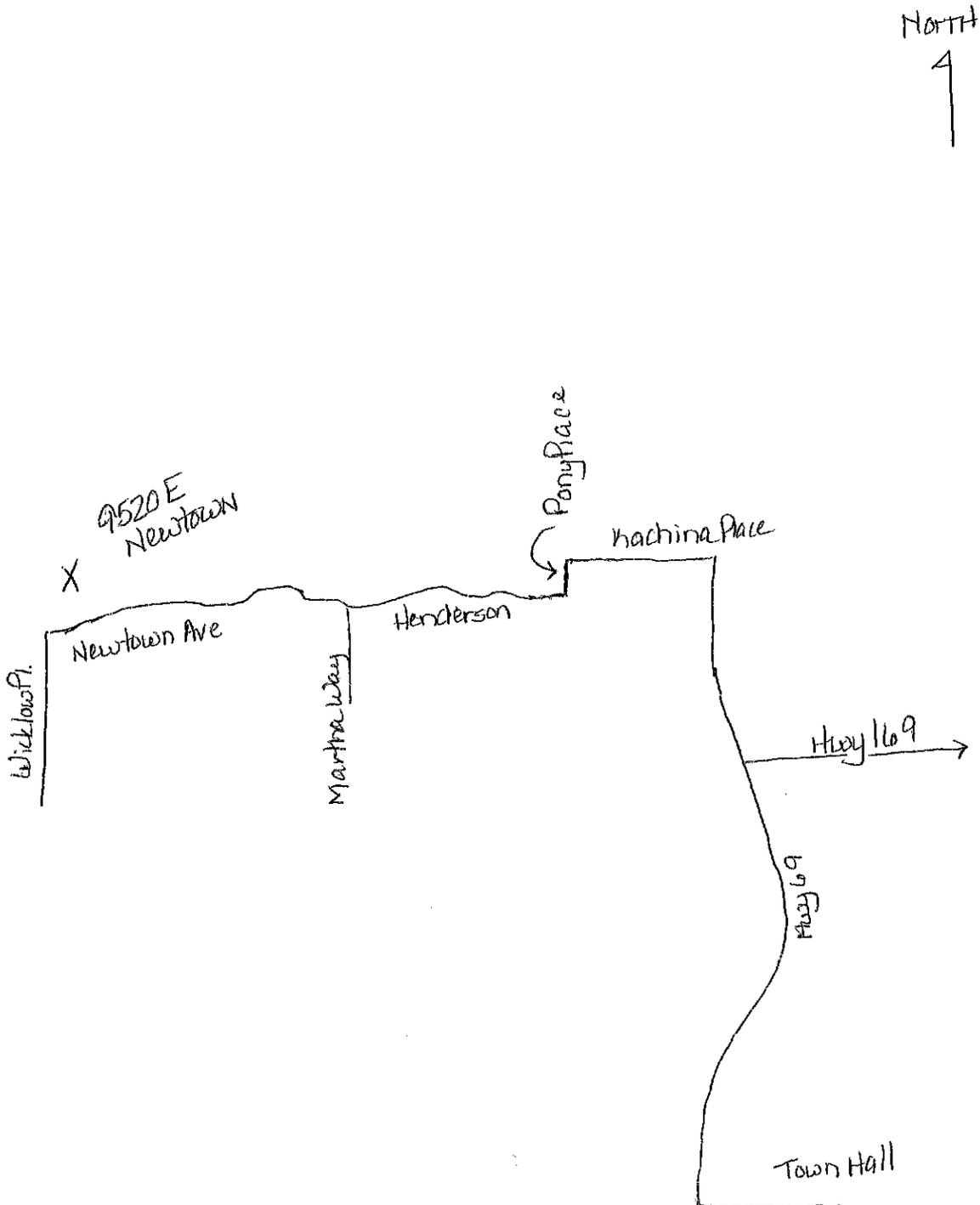
(Notary Seal)

# Town of Dewey-Humboldt

## Directions to Site

Instructions: An actual detailed line map is needed, not written instructions, adding any significant buildings, land marks, main highway, street names, and north arrows. If the map is not adequate it could cause a delay in issuing your permit.

Assessor's Parcel Number 402-03-183A Address 9520 E Newtown





When recorded, mail to:  
Jerald Eugene Piper  
Glenda Sue Piper  
8520 E Newtown Ave.  
Dewey, AZ 86327

New Parcel No. 402-03-181C

FEE
\$
\$8
\$5
\$1
\$

## Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

**JERALD EUGENE PIPER AND GLENDA SUE PIPER, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

do/does hereby convey to

**JERALD EUGENE PIPER AND GLENDA SUE PIPER, HUSBAND AND WIFE**

the following real property situated in YAVAPAI County, Arizona:

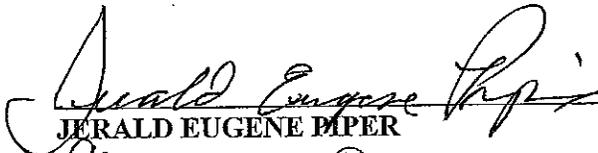
**EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF**

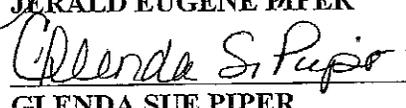
NO TRANSFER FEE NECESSARY - EXEMPT UNDER ARS 11-1134 B10.

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.

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

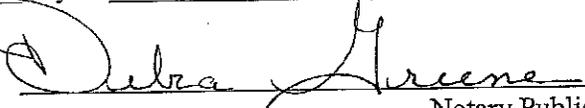
Dated this November 4, 2008

  
 \_\_\_\_\_  
 JERALD EUGENE PIPER

  
 \_\_\_\_\_  
 GLENDA SUE PIPER

STATE OF ARIZONA            )  
   )ss  
 County of YAVAPAI         )

This instrument was willingly acknowledged before me this 4<sup>th</sup> day of Nov., 2008 by **JERALD EUGENE PIPER AND GLENDA SUE PIPER**

  
 \_\_\_\_\_  
 Notary Public  
 My commission will expire 2/20/11

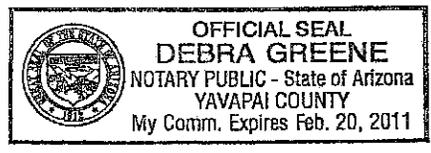




EXHIBIT "A"

That portion of Lot 31, Blue Hills Farm, as recorded in Book 10 of Maps and Plats, Pages 53-54, Yavapai County Recorder's Office and located in Section 6, Township 13 North, Range 1 East, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the southeast corner of said Lot 31, a 3/8" rebar;

Thence North 02°31'50" East (Basis of Bearings) 458.47 feet along the east line of said Lot 31 to a 1/2" rebar;

Thence North 87°28'10" West 27.83 feet to a 1/2" rebar;

Thence South 00°56'36" East 459.31 feet to the POINT OF BEGINNING.





EXHIBIT "A"

That portion of Lot 31, Blue Hills Farm, as recorded in Book 10 of Maps and Plats, Pages 53-54, Yavapai County Recorder's Office and located in Section 6, Township 13 North, Range 1 East, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

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Thence North 87°28'10" West 27.83 feet to a 1/2" rebar;

Thence South 00°56'36" East 459.31 feet to the POINT OF BEGINNING.

April 23, 2014

Mr. Warren Colvin  
Town of Dewey-Humboldt  
P.O. Box 69  
Humboldt, AZ 86329

Dear Mr. Colvin:

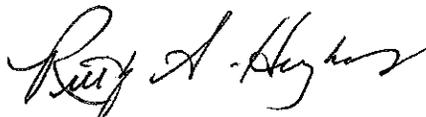
We own the property just East of Jerald Piper; our address is 9540 E. Newtown Avenue. It is our understanding that Jerald Piper who owns the property at 9520 E. Newtown Avenue wishes to build an RV carport on the East side of his property. He is requesting a variance to build this carport beginning five feet from his existing fence.

We are the only neighbors who would be affected by this RV carport. We have no concerns regarding the construction. This building will not impact our property in anyway. Jerald Piper has our approval to construct the RV carport.

Sincerely,



Denny Hughes  
9540 E. Newtown Avenue  
Dewey, AZ 86327



Ruth Hughes  
9540 E. Newtown Avenue  
Dewey, AZ 86327



**TOWN OF DEWEY-HUMBOLDT**  
 "Arizona's Country Town"

**Variance Hearing Checklist**  
 Community Development  
 P.O. Box 69  
 Humboldt, AZ 86329

www.dhaz.gov

Phone: 928-632-8645, Fax: 928-632-7365

1. A FEE IN THE AMOUNT OF \$ \_\_\_\_\_.

2. APPLICATION FORMS TO BE COMPLETED AND SIGNED BY THE APPLICANT:

- HEARING APPLICATION (three pages)  
 Provide evidence that there are special circumstances or conditions applicable to the property of application, or to adjacent property, or to the neighborhood, that justify a variance from the requirements so that strict application thereof would work an unnecessary hardship, and that the granting of the request is necessary for the preservation and enjoyment of substantial property rights, and that granting of the request is necessary for the preservation and enjoyment of substantial property rights, and that granting will not materially affect the health or safety of the area residents nor the public welfare or be injurious to property or improvements.
- DIRECTIONS TO PROPERTY
- PERMISSION TO ENTER PROPERTY (*MUST BE NOTARIZED*)
- PLOT PLAN DRAWN TO ENGINEER'S SCALE (no smaller than 1" = 60')

3. DOCUMENTS TO BE SUBMITTED BY THE APPLICANT:

- N/A AGENT AUTHORIZATION (if applicable)
- RECORDED DEED AND LEGAL DESCRIPTION
- LETTERS OF SUPPORT (optional)

4. FORMS INCLUDED FOR APPLICANT'S REVIEW:

CHECKLIST FOR PLOT PLAN AND EXAMPLE PLOT PLAN FORMS

**PLEASE NOTE:**

**ALL VARIANCE APPLICATION REQUESTS ARE REVIEWED PRIOR TO ANY SCHEDULED PUBLIC HEARINGS. ALL RELATED CONCERNS AND/OR QUESTIONS NEED TO BE ADDRESSED BETWEEN THE APPLICANT AND STAFF AND/OR THE REVIEWING AGENCY.**

**\*\*\*\*\*ALL FORMS IN BLACK INK ONLY, PLEASE\*\*\*\*\***  
**QUESTIONS OFTEN ASKED ABOUT THE BOARD OF ADJUSTMENT**

**WHAT ARE THE POWERS AND DUTIES OF THE BOARD OF ADJUSTMENTS?**

Board of Adjustment members are appointed by the Town Council and serve without pay.

**THE BOARD HEARS:**

Anyone who feels that an error has been made by the Zoning Administrator in enforcing the Code; and

Anyone who feels that special conditions of their property make it necessary to receive a variance to the terms of the Code; and

Questions and render and advisory decision on any matter referred to it by the Land Use Unit Manager.

**WHEN CAN THE BOARD OF ADJUSTMENT GRANT A VARIANCE?**

A variance can be granted when it can be demonstrated that ALL of the following criteria can be met:

Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other land, building or structures in the district; and

The literal interpretation of the Code would deprive the applicant of right commonly enjoyed by other properties in the same district under the terms of the Code; and

The alleged hardships caused by interpretation of the Code include more than personal inconvenience and financial hardship and do not result from actions of the applicant; and

Granting the variance will not confer upon the applicant any special privilege that is denied by the Code to other lands, structures or buildings in the district; and

The granting of the variance requested will not interfere or injure the rights of other properties in the same district.

**HOW DOES ONE APPLY TO THE BOARD OF ADJUSTMENTS?**

1. Obtain an application provided by the Development Services Department.
2. Fully identify the premises in question.
3. Fully complete the application by clearly stating the request and reasons why the Board should approve the request.
4. Submit the application together with the filing fee.
5. Attend the Public Hearing before the Board of Adjustment and be prepared to present your request.

**MAY A DECISION BY THE BOARD OF ADJUSTMENT BE APPEALED?**

Yes. An appeal requires that a petition be filed with the jurisdictional County Superior Court within thirty days of the decision made by the Board of Adjustment.

**TIPS ON APPEALING TO THE BOARD OF ADJUSTMENT:**

- Read the application carefully and submit all requested information.
- Make the application as clear and concise as possible.
- Bring relevant supporting materials (graphics and maps) to the Public Hearing.
- Clarify to the Council if you are requesting a variance, an appeal, or an advisory opinion.

**SECTION 153.021- ADJUSTMENT BOARD**

E. HEARINGS AND RULINGS: The Board of Adjustments shall hold at least one (1) public hearing, within a reasonable time from the date of application after giving a minimum of a seven (7) day notice thereof to parties of interest and the public, by posting at the property of application (if property is involved) and by publishing once in a newspaper of general circulation in the Town. The Board of Adjustment shall render a decision within thirty (30) days after the initial hearing on same, unless an extension is agreed to by the Board and the applicant.

1. In approving an application (all or part) the Adjustment Board may designate such conditions in conjunction therewith that will, in its opinion, secure substantially the objectives of this Ordinance and may require guarantees in such form as it deems proper under the circumstances to ensure that such condition be complied with. Where any such conditions are violated or not complied with, the approval shall cease and the Land Use Specialist shall act accordingly.
2. In granting of permission to proceed on a specific development scheme or of a permit for a construction variance, the same shall be contingent upon permits being obtained and work commenced within SIX (6) MONTHS and being diligently pursued. Failure of such shall void the ruling unless a longer time had been granted or an extension in time is secured.
3. The concurring vote of three (3) members shall be necessary to render a ruling.

DRAFT

# TOWN OF DEWEY-HUMBOLDT DEVELOPMENT APPLICATION

**PROJECT DESCRIPTION:**

Motobone Storage and Garage

- |   |   |                                |
|---|---|--------------------------------|
| <input type="checkbox"/> General Plan Amendment - Major | <input type="checkbox"/> General Plan Amendment - Minor | <input type="checkbox"/> Other |
| <input type="checkbox"/> Community Master Plan          | <input type="checkbox"/> Major Use / Site Plan          | _____                          |
| <input type="checkbox"/> Conditional Use Permit         | <input type="checkbox"/> Abandonment                    | _____                          |
| <input type="checkbox"/> Lot split                      | <input type="checkbox"/> Area Plan / Amendment          |                                |
| <input checked="" type="checkbox"/> Variance            | <input type="checkbox"/> Final Plat / Amendment         |                                |
| <input type="checkbox"/> Annexation                     | <input type="checkbox"/> Land Use District              |                                |
| <input type="checkbox"/> Preliminary Plat               | <input type="checkbox"/> Change Rezone                  |                                |

**LEGAL DESCRIPTION:**

Property Address: 9520 Newtown Avenue

Number of Lots / Units Proposed: One (1)

Assessor's Parcel Number: 402-03-183A Parcel Size (Acres): 1.7 acres

Existing Land Use District: \_\_\_\_\_ Proposed Land Use Dist: \_\_\_\_\_

Plat Name: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_ Tract: \_\_\_\_\_

**DESCRIBE UTILITIES AVAILABLE TO PROPERTY:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Water <u>Well</u>  | <input checked="" type="checkbox"/> Gas <u>Propane</u>  | <input checked="" type="checkbox"/> Sewer <u>Septic</u> |
| <input checked="" type="checkbox"/> Phone <u>Qwest</u> | <input checked="" type="checkbox"/> Electric <u>APS</u> | <input type="checkbox"/> Cable _____                    |

**Describe Public Access to Property:**

Newtown Avenue

<b>*APPLICANT / CONTACT INFORMATION:</b>		<b>OWNER INFORMATION:</b>	
Name: _____	_____	Name: <u>Jerry Piper</u>	_____
Address: _____	_____	Address: <u>7959 E Loos Dr</u>	_____
Phone: _____	_____	Phone: <u>759-8528</u>	_____
Email: _____	_____	Email: <u>pipeeg003@aol.com</u>	_____

Colinda Piper  
Signature of owner or representative

\*If application is being submitted by someone other than the owner of the property under consideration, a letter of authorization or other corresponding information must be provided.

TOWN OF DEWEY-HUMBOLDT  
Hearing Application for Variance

Case # \_\_\_\_\_ Assessor's Parcel# 402-CB-183A

Name Jerald & Glenda Piper Supervisor District \_\_\_\_\_  
(Print)

In accordance with A.R.S. 9-462.06, a variance may be granted from the terms of the Town Planning and Zoning Ordinance if the following requirements are satisfied to the Board of Adjustments and Appeals by the applicant.

*PLEASE ANSWER THE BELOW REQUIREMENTS.*

1. The peculiar conditions that make it necessary for you to request a Variance from the Ordinance are: THE LOT WE OWN IS VERY NARROW AND LONG, ONLY 115 FEET WIDE WHERE WE INTEND TO BUILD OUR MOTORHOME STORAGE AND GARAGE. BECAUSE OF THE NARROW LOT, WE REQUEST THIS VARIANCE IN ORDER TO BE ABLE TO STORE OUR MOTORHOME INSIDE THE PROPOSED MOTORHOME STORAGE AND GARAGE.

2. The unnecessary hardship that would be created if you cannot obtain a Variance: IF THE VARIANCE IS NOT APPROVED, IT WOULD BE DIFFICULT AND INCONVENIENT TO PARK IN THE PROPOSED MOTORHOME STORAGE AND GARAGE. WITH THE CURRENT SETBACKS, WE WOULD HAVE LESS THAN 50 FEET IN WHICH TO TURN INTO OUR PROPOSED BUILDING.

3. The general intent and purpose of the Zoning Ordinance (which is to conserve and promote the public health, safety, convenience and general welfare by coordinated and harmonious growth and development) will be preserved because:  
WE WOULD BE ABLE TO SAFELY AND CONVENIENTLY PARK IN OUR PROPOSED MOTORHOME STORAGE AND GARAGE. BY GRANTING THE PROPOSED VARIANCE, WE WOULD HAVE ALMOST 65 FEET TO TURN AND ENTER OUR GARAGE.

WE WOULD NOT BE USING THE SPACE BEHIND THE GARAGE AS PUBLIC SPACE. THE TEN FOOT AREA BETWEEN THE BACK OF THE GARAGE AND PROPERTY LINE WOULD BE LANDSCAPED AND MAINTAINED IN A PLEASING MANNER.

NOTE: Generally, the peculiar condition and unnecessary hardship are situations that run-with-the-land, i.e., rocks, ditches, hills, washes, etc... that would prevent enjoyment of property rights if strict interpretation of the Ordinance were enforced. Personal and/or self-imposed conditions or hardships may be given consideration but may not be valid or substantial reasons for a Variance.

Glenda Piper 8/15/05  
Applicant Sign and Date

**YAVAPAI COUNTY COORDINATED PERMIT PROCESS  
PLOT PLAN SKETCH**

Affidavit and E.P.A. Warning

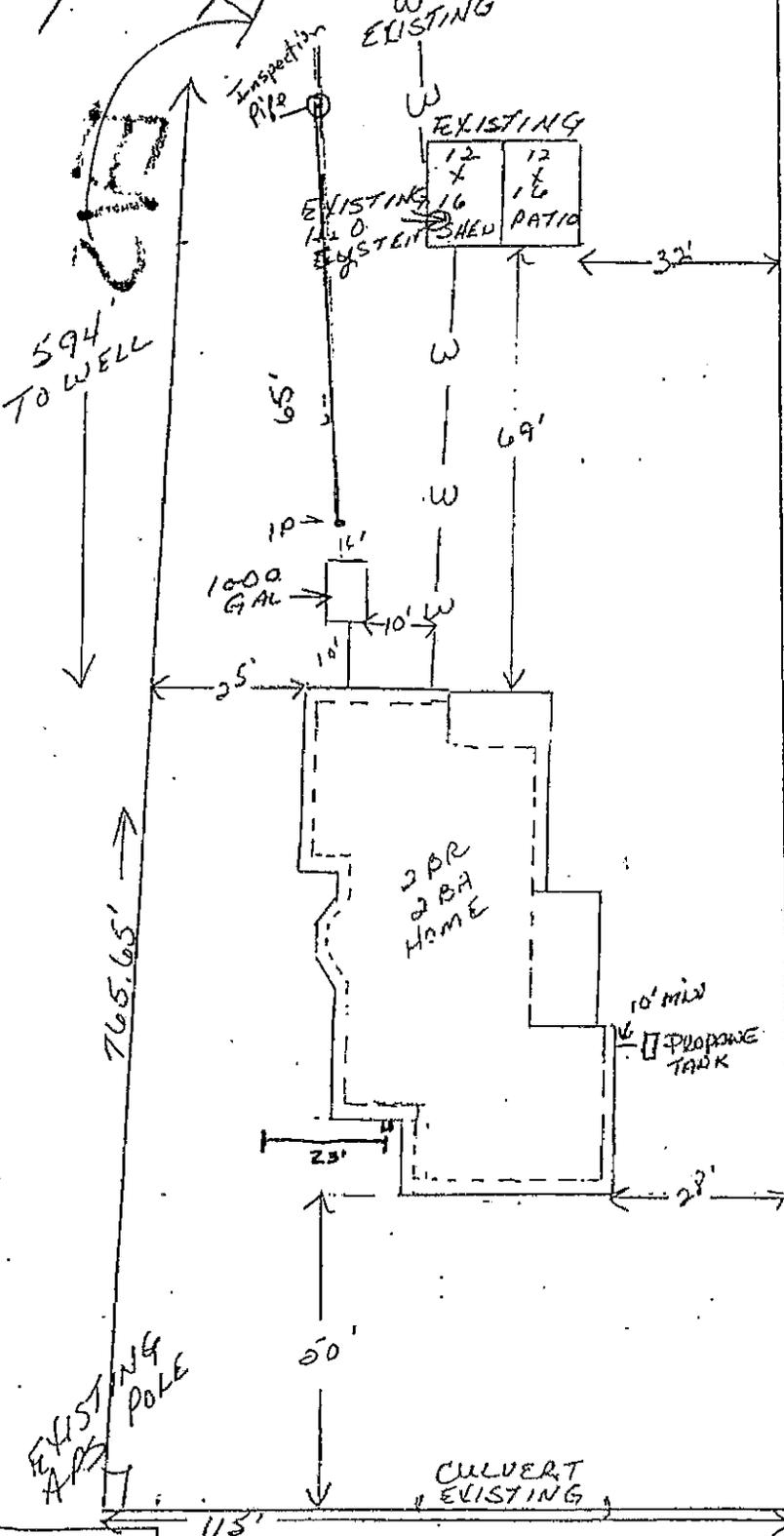
I certify that this Plot Plan indicates all structures (including fences, walls and pads), correct property and building dimensions; setback distances; legal access and easements; road cuts, wells and/or any water course (including washes, etc.) on or within 50', 100', and 200' respectively of the property. Use of solder exceeding 0.2 of 1% lead is prohibited for use in potable water systems.

Zoning: \_\_\_\_\_  
 Street: \_\_\_\_\_  
 Height: \_\_\_\_\_  
 Slope: \_\_\_\_\_%

Grid for parcels in excess of 2 acres or with dimensions over 300 feet.

		70'	
	765'		780'
		115'	

*Paul W. Clark* 5-23-95  
 Signature Date



YAVAPAI COUNTY  
 ENVIRONMENTAL SERVICES  
 PRELIMINARY PLAN APPROVED

43647 Gm  
 Expires ONE year from  
 this date 5-31-95

LEACH TRENCHES MUST BE  
 PLACED ON CONTOUR

PLANNING DIVISION  
 APPROVED ZC \_\_\_\_\_  
 DATE \_\_\_\_\_  
 SIGNED \_\_\_\_\_

50'  
 Wall setback waived per D.T.  
 because neighbor wells already dug

PH. LOT 33  
 BLUE HILLS FARM  
 9520 NEWTOWN AVE.

SCALE 1" = 30'

DOCUMENT #	SECTION	TOWNSHIP	RANGE	ASSESSOR'S PARCEL NUMBER
	6	13N	1E	102-03-183A

PB 13 Rev. 4/91

I certify that this Plot Plan indicates all structures (including fences, walls, and pads), correct property and building dimensions; setback distances; legal access and easements; road cuts; walls and/or any water course (including washes and etc.) on or within 50', 100' and 200' respectively of property. Use of solder exceeding 0.2 of 1% lead is prohibited for use in potable water systems. This Plot Plan is a part of the permit and is submitted on authority of the property owner.

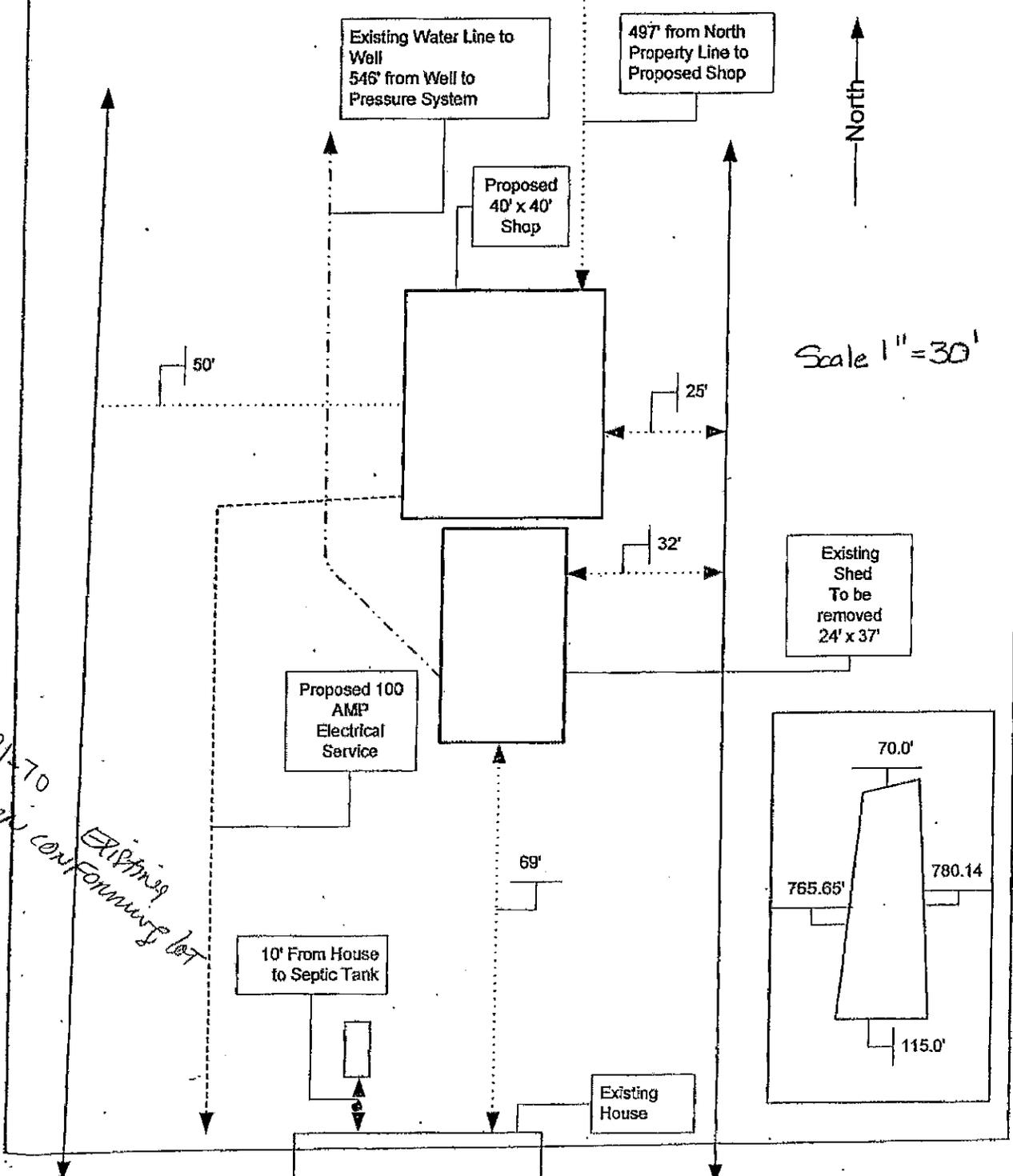
Jerry Piper  
Signature

\_\_\_\_\_  
Date

# Town of Dewey-Humboldt

P.O. Box 69  
Humboldt, AZ 86329  
928-632-7362 FAX 928-632-7365

Document # \_\_\_\_\_ Section: L6 Township: 13N Range: 1E APN: 402-03-183A



*RI-TO New conforming lot*

Zoning
Stories: 1
Height: 14 FT
Slope:
FY:
RY:
EY:
IY:
LC:
Lot Area: 1.7 AC
Lot %:
Density Used:
Scale:
North Arrow:

Terry

Town of Dewey-Humboldt  
Board of Adjustment  
Staff Report

Meeting of: October 6, 2005

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**Subject:** Variance: V 05-02

**APN:** 402-03-183A

**Applicant:** Jerry Piper

**Property Location:** 9520 Newtown Avenue  
Approximately 3 miles west of SR 69/169 intersection.  
S06 T13N R01E

**Zoning:** R1-70 (Residential Single Family, 70,000 square feet minimum)

**Parcel Size:** 1.7 Acres

**Adjacent Zoning:** North, South, East & West, R1-70, Residential Single Family

**Adjacent Land Use:** North: Residential  
South: Residential  
East: Residential  
West: Residential

**Utilities and Services:** Fire: Central Yavapai Fire District  
Water: Well  
Sanitary: Septic

**Request / Description:**

The applicant is seeking relief from the side yard setback in order to place a 40'x 40' shop/garage.

<u>Yard</u>	<u>Minimum Setback</u>	<u>Request</u>
Front	50 Feet	No Change
Rear	50 Feet	No Change
Side	25 Feet	10 Feet (1 side)

**Summary and Evaluation:**

The applicant has purchased a legal, non-conforming lot that meets minimum area for the zoning but not the minimum width. The lot was apparently created in 1987. At the widest point, the lot measures 115' (at the street access) where 200' is required. The applicant desires to place a structure on the property to the rear of the existing residence to house a RV and shop. At this point, the lot width is approximately 95-100'. In order to be able to site the new structure and provide adequate maneuvering to access the structure from the interior side, a side yard setback reduction to 10' is requested. This would place the rear of the proposed structure to the side property line. The remaining area is proposed to be landscaped as a visual buffer. It is staff's opinion that, in general, this request meets the requirements to approve a variance.

**Findings and Action:**

In order to approve a request for a variance to planning and zoning regulations, the following conditions must be met:

- That there are special circumstances or conditions applicable to the property of application, or to the adjacent property, or to the neighborhood, that justify variance from the requirements so that strict application thereof would work an unnecessary hardship and that the granting of the request is necessary for preservation and enjoyment of substantial property rights

Due to the non-conforming lot width, strict adherence to the required setbacks for this zoning district would make it very difficult for the property owner to be able to construct a garage or other large storage structure on-site and still be able to maneuver vehicles in a safe and functional manner.

- That such granting will not materially affect the health or safety of the neighborhood residents or the public welfare or be injurious to property or improvements.

Other residential properties in the area have multiple buildings to serve for vehicle storage, shops, etc. In order to lessen impacts to the neighboring properties, the applicant proposes that the structure will be accessed in a manner that garage or bay doors will not front directly onto Newtown Avenue.

Should the Board of Adjustment find that this application meets the requirements for granting a variance, a suggested motion would be:

"I move to approve variance request V-05-02 and find that the request fulfills the necessary requirements to grant a variance contained in the Planning and Zoning Ordinance of the Town of Dewey-Humboldt and find, further, that requirements of State Statute have been met. The granting of this variance is subject to the following stipulation(s):

1. A building permit must be obtained and work commence within six (6) months of this approval. If such work is not commenced for any reason, either an extension of the approval must be obtained from the Board of Adjustment or the approval becomes null and void.
2. All appropriate Town, County, State and Federal regulations, codes and requirements must be met and adhered to.

September 16, 2005

Town of Dewey-Humboldt  
Board of Adjustment  
Humboldt Station  
2735 South Highway 69  
P.O. Box 69  
Humboldt, AZ 86329

Subject: APN 402-03-183A Variance  
9520 New Town Avenue  
Dewey, AZ

Dear Board Members:

We have applied for a variance on the above referenced parcel. Currently, we are required to be 25 feet from the east property line. We are requesting a variance to change the east property line set back from 25 feet to 10 feet.

You will note from our application, we wish to build a garage with motorhome storage. We are requesting this variance to facilitate entry and exit from the garage with our motorhome. Our lot is only 115 wide, with the currently lot set backs we would have difficulty entering and existing the garage with our motorhome.

If you have any additional questions or need further clarification, please feel free to contact me at 928-759-8528.

Sincerely,



Jerald E. Piper  
7959 E. Loos Drive  
Prescott Valley, AZ 86314

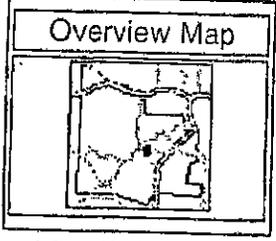
# INTERACTIVE MAPPING APPLICATION

Search By Property  Search By Local



**Map Status**

**Map Scale**  
1:11089



Identify Layer ?

Public Land Use

Change Identify Map Layer Above

**Map Layers**  
Click Boxes  To See Map Layers  
GREEN=Identifiable Map Layer  
BLUE=Data Description  
GREY=Map Layer Disabled At Current Map Scale

- Property Features**
- Parcel Numbers
- Addresses
- Lot Numbers
- Lot Dimensions
- Subdivisions
- Buildings(2000)
- Buildings(2004)
- Parcels
- Roads/Streets
- Land Features
- Districts/Precincts
- Zoning
- Map Themes
- Satellite/Aerial

Active Users  
52

**Exhibit A**

**A tract of land lying in the West portion of Lot 33, BLUE HILLS FARM, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, recorded in Book 10 of Maps, Pages 53-54, more particularly described as follows:**

**BEGINNING at the Southwest corner of Lot 33, an iron pin, Point 1;**

**Thence North 02 31 50 East, a distance of 765.78 feet to Point 2, an iron pin and the Northwest corner of Lot 33;**

**Thence North 77 26 30 East, a distance of 70.00 feet to Point 3;**

**Thence South 07 09 30 East, a distance of 780.35 to Point 4;**

**Thence South 89 57 30 West, a distance of 115.00 feet to the POINT OF BEGINNING;**

**EXCEPTING THEREFROM all coal, oil, gas and other mineral deposits as reserved in instrument recorded in Book 125 of Deeds, Page 555 and in instrument recorded in Book 160 of Deeds, page 114.**

PERMISSION TO ENTER PROPERTY

APPLICATION #: \_\_\_\_\_ PARCEL #: 402-03-183A

LEGAL DESCRIPTION: \_\_\_\_\_

NAME(S): Jerald & Glenda Piper

ADDRESS: 9520 Newtown Avenue PHONE: 759-8528

I, undersigned, hereby give permission to the Town of Dewey-Humboldt Land Use Specialist (or any Deputy Specialist) in the discharge of his duties as stated herein, and for good and probable cause, to enter the above described property to inspect same in connection with the enumerated application made under the terms of the Town of Dewey-Humboldt Planning and Zoning Ordinance; or for any investigation as to whether or not any portion of such property, building or other structure is being placed, erected, maintained, constructed or used in violation of the Town of Dewey-Humboldt Planning and Zoning Ordinance; or for any investigation for conditions, compliance; and stipulations under the terms of the Town of Dewey-Humboldt Planning and Zoning Ordinance and public hearings concerning this parcel. Such entry shall be within 60 days of the date of my signature (below) or within 60 days of the scheduled date of a public hearing for review, transfer, or renewal of the application. Such entry shall be limited between the hours of 7a.m. and 6p.m. MST. I understand that this permission to enter property is OPTIONAL and VOLUNTARILY GIVEN and may be withdrawn or revoked (either in writing or verbally) at any time.

APPLICANT'S SIGNATURE: Glenda Piper DATE: 8/15/05

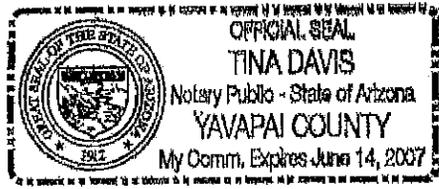
(Check one)  OWNER  AGENT FOR \_\_\_\_\_

STATE OF ARIZONA )  
 ) ss  
COUNTY OF YAVAPAI )

On this 15 day of August 20 05 before me the undersigned

Notary Public personally appeared Glenda Piper, who executed the foregoing instrument for the purpose therein contained. In witness whereof, I hereby set my hand and official seal,

Tina Davis  
NOTARY PUBLIC  
JUNE 14 2007  
DATE COMMISSION EXPIRES



DATE:

10/10/05

Final 3/13/06

# TOWN OF DEWEY-HUMBOLDT BUILDING PERMIT APPLICATION

PERMIT # 05-094  
Receipt # 299728

ATTACH A COPY OF THE YAVAPAI COUNTY SEPTIC APPROVAL  
TYPE OR PRINT CLEARLY PRESS DOWN FIRMLY

NOTE: 24-hour notice is  
required for all inspections.  
(928) 632-7362

Please Circle Permit Type: Residential Commercial Guesthouse Other  
Property Owner: Jenny Piper Assessor's Parcel #: 402-03-183A  
Mailing Address: Same City/State: Dewey 86327  
Site Address: 9520 Newtown Phone ( ) 713-4548 Cell  
Project Description: 40x40 Concrete & Steel Job Value/Cost: 16,100  
(Excludes Land)

Architect/Engineer: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
1 General Contractor: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
Business Address: \_\_\_\_\_ State \_\_\_\_\_ Town \_\_\_\_\_  
Lic. # \_\_\_\_\_ Bus Lic. \_\_\_\_\_  
2 Electrical Contractor: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
Business Address: \_\_\_\_\_ State \_\_\_\_\_ Town \_\_\_\_\_  
Lic. # \_\_\_\_\_ Bus Lic. \_\_\_\_\_  
3 Plumbing Contractor: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
Business Address: \_\_\_\_\_ State \_\_\_\_\_ Town \_\_\_\_\_  
Lic. # \_\_\_\_\_ Bus Lic. \_\_\_\_\_  
4 Mechanical Contractor: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
Business Address: \_\_\_\_\_ State \_\_\_\_\_ Town \_\_\_\_\_  
Lic. # \_\_\_\_\_ Bus Lic. \_\_\_\_\_  
5 Other Contractor: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
Business Address: \_\_\_\_\_ State \_\_\_\_\_ Town \_\_\_\_\_  
Lic. # \_\_\_\_\_ Bus Lic. \_\_\_\_\_

SITE BUILT SQUARE FOOTAGE: 1600  
Residential: \_\_\_\_\_ Commercial: \_\_\_\_\_  
Addition \_\_\_\_\_ Carport/Garage \_\_\_\_\_ Porch/Patio \_\_\_\_\_  
Barn: \_\_\_\_\_ Shed: \_\_\_\_\_ Other: \_\_\_\_\_  
MFG. HOME: \_\_\_\_\_ Year \_\_\_\_\_  
VIN #: \_\_\_\_\_ Size: \_\_\_\_\_

PV \$	PERMIT FEES:
	Permit Fee: \$ <u>249.75</u>
	Plan Check Fee: \$ <u>162.34</u>
<input type="checkbox"/> MECH	Mobile Permit Fee: \$ _____
<input checked="" type="checkbox"/> ELEC	Other: \$ _____
<input type="checkbox"/> PLMB	SUBTOTAL: \$ <u>412.09</u>
	Impact Fees: \$ _____
	Water/Sewer Utility Fee: \$ _____
	Less Deposit: \$ _____
	BALANCE DUE: \$ <u>412.09</u>

The Town of Dewey-Humboldt does NOT regulate deed restrictions. It is recommended that all applicants check to verify that CC & R's will not be violated by the applicant if this permit is issued.

This permit becomes null and void if work or construction authorized is not commenced within 180 days or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or performance of construction. I acknowledge that I make this statement under penalty of perjury.

Jenny Piper 10-10-05  
Signature of Applicant Date Signature of Contractor or Authorized Agent Date

### FOR OFFICE USE ONLY

PLAN CHECK APPROVAL:		DATE:		YES SEPTIC PERMIT # _____
				FLOOD CONTROL: _____ DP: _____
				PW APPROVAL: _____ CULVERT SIZE: _____
				FD SUBMITTAL: _____ DATE: _____
				COMMENTS: _____
Front	L-Side	R-Side	Rear	May 20, 2014
Town	Council Regular Meeting Packet			Page 29 of 117
Zoning	Road Ded.	Date	Approved by	DATE PERMIT FINALED: _____

**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, APRIL 15, 2014, 6:30 P.M.**

**A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, APRIL 15, 2014, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.**

**1. Call To Order.** The meeting was called to order at 6:34 p.m.

Mayor Nolan announced that the man who had been missing (see 4.1.1.), was found deceased. He asked they remember him and his family during the invocation.

**2. Opening Ceremonies.**

**2.1. Pledge of Allegiance.** Made.

**2.2. Invocation.** Given by Councilmember Nancy Wright.

**3. Roll Call.** Town Council Members Jack Hamilton, Dennis Repan, Sonya Williams-Rowe (absent at roll call-arrived during agenda item 4.2.), Nancy Wright; Vice Mayor Arlene Alen; and Mayor Terry Nolan were present. Council member Mark McBrady was absent (medical absence).

Mayor Nolan explained he was making an exception and moving **7. Comments from the Public** sooner on the agenda to let Mr. Manganello make an announcement to the Council, as Mr. Manganello is not able to drive after dark.

**7. Comments from the Public (on non-agendized items only).**

Paul Manganello explained he wanted to donate a piece of property to the town for a park with the stipulation that the town council waive the judgment fine against the property. He spoke on getting used playground equipment that was in need of repair but the park would be self-supporting. He spoke on also donating 5 acres to the Central Yavapai Fire District for a location for a water tank for any emergencies in the area.

Carl Marsee with the Dewey-Humboldt Historical Society spoke to the Council on the support the town Council has provided for the museum and publicly recognizing this with a framed "Gold Member" letter. The letter was presented to the Mayor.

**4. Announcements Regarding Current Events, Guests, Appointments, and Proclamations.**

Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action.

**4.1. Public Safety Quarterly Update.**

**4.1.1. Yavapai County Sheriff's Office report presented by Lt. Auvenshine.** Topics for possible discussion include: Overview - Self-Initiated, Calls for Service, Traffic Stops including number of citations, Arrests (Family Fight, Disorderly, DUI/Drugs); Criminal Investigation; Animal Control - Calls for Service; Calls for Service Comparison-Days of Week, Time of Day; Average Response Times; Part 1 Crimes Comparison.

Lt. Auvenshine spoke on finding the missing person, Mr. Stewart, and where he was found. The Lt. gave the Yavapai County Sheriff's Department presentation on the first quarter of 2014, going over the PowerPoint details. There were no questions asked regarding his presentation.

**4.1.2. Central Yavapai Fire District report presented by Rick Chase.** Topics for

possible discussion include: Fire Prevention and Fire Incidents in Dewey-Humboldt.

Fire Marshall, Rick Chase spoke on the history of fires in Dewey-Humboldt and wildfires. He provided the town with “firewise” handouts and spoke on property assessment services the CYFD offers for this purpose. He spoke in support of the firebreak project (grant application), and fireworks ordinance banning fireworks in Dewey-Humboldt.

Public comment and questions were taken.

Steve Rutherford asked Mr. Chase about the property donated to CYFD. Mr. Chase responded they are looking at using it for a water tank placement for fire suppression in that area.

Sharla Mortimer asked about his thoughts on professional fireworks displays versus non-professional. Mr. Chase responded the professional events are carefully planned and managed, home fireworks are not.

Lt. Auvenshine recommended people sign up for notification of emergencies on the YCSO website under the Emergency Notification System Tab “Click here to Sign-up” - Code Red link.

Jerry Brady spoke on dispatch maps using multiple information and asked Mr. Chase if the information was correct. Mr. Chase responded that is handled by dispatch and the GIS departments.

Carl Marsee asked about calling 911 if people hear fireworks being discharged. Mr. Chase responded affirmatively.

**4.1.3. Magistrate Court report presented by Judge Catherine Kelley.** Topics for possible discussion include: Customer Service, citations, and the Great Seal of the State of Arizona.

Magistrate Judge, Cathy Kelley spoke on the correlation between what the YCSO reports and what the Magistrate’s office sees. She spoke on new technology where a judge can talk with a criminal in jail using an iPad, rather than visiting in person. This will cut down on commute time. She told the Council she will be having the State’s and Town’s seals made and hung in the Council Chambers using the Court’s budget funds.

Mayor Nolan thanked the judge for her work and the excellent job she does.

**4.2. Water Advisory Committee (WAC) Pre-Budget Presentation.** A Presentation by John Rasmussen, Coordinator of Yavapai County Water Advisory Committee about WAC as it relates to the Town’s membership with this committee.

John Rasmussen, Coordinator for the YC WAC gave his PowerPoint presentation. He reviewed the municipal members in WAC and the cost for the Town to continue their membership (\$4,170, about \$1.07/person) this coming year. He reviewed what WAC does for the community (education, well testing, etc.) and stated they are a resource for people with water issues.

Councilmember Hamilton asked about membership with WAC versus the Groundwater Advisory Council (GUAC) and Arizona Department of Water Resources (ADWR). Mr. Rasmussen responded by reviewing the benefits of membership in WAC (Study being done, unified communication, being at the table).

Councilmember Williams-Rowe arrived at 7:57 p.m.

Councilmember Repan asked about operation budget breakdown and Supervisor Thurman's recommendation to support WAC this year but not necessarily next year. Mr. Rasmussen gave the details of the operational budget and spoke on changes to WAC with possibly two regional groups evolving from it after next year.

Public comment was taken on this item.

Jerry Brady spoke on an informative report and on historical water wars in Yavapai County and benefits of being informed of issues affecting legal water rights; surveys done on water resources, historically and whether they should be reviewed by WAC. Mr. Rasmussen offered to speak with Mr. Brady individually on these subjects.

**4.3. Greater Prescott Regional Economic Partnership (GPREP) Pre-Budget Presentation.** A presentation by GPREP Staff and Chairman, on GPREP overview and regional statistics as they relate to the Town's membership with this agency.

Mr. Steve Rutherford, GPREP Board President, spoke on the purpose of the GPREP, current members, and benefits of membership (business attraction team, resources, information/experience, website, grant resource, increase tax base benefit, lighten burden for existing residents).

There were questions on the survey, who did it and who did they speak with; benefits to the town since D-H does not have the infrastructure for drawing economic development. Mr. Rutherford reiterated the earlier mentioned benefits (growth increases regional tax base).

Public comment was taken on this item.

Jerry Brady spoke on APS and Economic Development; history-based tourism; improving airport surface transportation regionally.

Mr. Rutherford responded by speaking on the need to substantially upgrade the bus transportation service.

**4.4. Day of Remembrance Proclamation.**

Mayor Nolan read the Day of Remembrance Proclamation – Holocaust and response for April 27 through May 4<sup>th</sup>.

**5. Town Manager's Report.** Update on Current Events.

Town Manager Kimball announced the candidate election packets will be available for distribution starting April 28, 2014 with the Candidate Orientation date to be announced at the May 6<sup>th</sup> meeting.

**5.1. Preliminary Budget Worksheet Acknowledgment and Next Steps.** Council acknowledgement.

Town Manager Kimball explained this is a procedural item. She reviewed the worksheets were printed and provided to Council Friday, April 11<sup>th</sup>. The first Budget Workshop is scheduled for Tuesday, April 22<sup>nd</sup>, at 9:00 a.m. Ms. Kimball plans to summarize the highlights from the workshops at the regular meetings following the workshops.

Councilmember Hamilton announced that Yvonne Kimball has been appointed by Governor Jan Brewer, to the board of the ADWR AMA (Arizona Department of Water Resources Active Management Areas).

**6. Consent Agenda.**

**6.1. Minutes.** Minutes from the March 18, 2014 Regular meeting and April 1, 2014 Regular meeting.

Councilmember Hamilton pulled the April 1, 2014 Regular meeting minutes from the consent agenda. He stated the minutes needed to be modified to show a motion made regarding Gosar's visit. Town Clerk Morgan explained this would be researched, modified and brought back to the council for approval at a future meeting.

Councilmember Wright made a motion to approve the minutes from the March 18, 2014 Regular meeting, seconded by Councilmember Repan. It was approved unanimously.

**7. Comments from the Public (on non-agendized items only).** Mayor Nolan moved this agenda item to the beginning of the agenda following "**Roll Call**" to accommodate a speaker's request. (see above)

**8. Discussion Agenda – Unfinished Business.** Discussion and Possible Action on any issue which was not concluded, was postponed, or was tabled during a prior meeting.

**8.1. Yavapai Resource Advisory Committee (RAC) Grant Applications for Firebreak and Newtown Road Trailhead.** Update and Council review and feedback of application packets prior to submitting.

Town Manager Kimball gave an overview on the RAC grant, and explained OSAT Chair, Sandra Goodwin was present to speak on the details for the Trailhead application and Mayor Nolan would review the firebreak application.

Sandra Goodwin spoke on the grant application being for an environmental study (NEPA), not to build a trailhead, which is necessary before beginning the project. The application has received support from the Prescott National Forest (PNF) District Manager. There are two trailhead locations being considered and the NEPA study will have a recommendation for one of those. She thanked the PNF staff for their help in writing the application.

Ms. Goodwin answer questions regarding minor elements and modifications (items identified have been modified on the most current application to go out), made to the application. There was discussion on the pros and cons of each proposed trailhead location.

Public comment was taken on this item.

Jerry Brady spoke on options for shared use of trailhead and ranching uses; benefits of the Newtown Road trailhead for access to water, links to trails, Prescott Trail system, National Scenic and historic designation.

Rink Goswick spoke on his history running cattle in this area (hauling water, panels and working cattle) and his concerns that a trailhead would hinder his operation. He explained the improvements he has made for this operation and concerns with the increased use and access a trailhead would encourage.

Sandra Goodwin expressed her desire to speak with Mr. Goswick about his concerns and pledged her willingness to come together and consider his needs.

Jerry Brady spoke on other locations for a trailhead and the amenities they would provide.

Sharla Mortimer spoke on problems with people using gates accessing grazing land and not leaving them the way they find them (either open or closed).

Mayor Nolan spoke on the Firebreak application, explaining it is a 2.4 mile section along the west end of town clearing a 100' swath and maintaining it.

There was discussion on this work being reimbursed at a later time, in-kind contribution and maintenance of the firebreak.

Public comment was taken on this item.

Rink Goswick spoke on the traditional use of logging, grazing and mining for wildfire control.

There was council discussion about the NEPA study; cost estimates for clearing the swath of land of brush; monitoring through CYFD, town's fiscal responsibility for in-kind contribution and up-front costs.

Public comment was taken.

Rink Goswick spoke in support of the proposed Smoki trailhead location.

Sandra Goodwin spoke on problems with the Smoki location for a trailhead and stated they will work with the ranchers.

Rink Goswick asked about the firebreak and why the town would pay for it.

John Hughes spoke on the fire department maintaining the firebreak once it has been established.

Jerry Brady spoke on his experience with this and equipment used for this purpose and challenges with the terrain, and town responsibilities.

Councilmember Repan made a motion to move forward with both grants, with those minor modifications identified, seconded by Vice Mayor Alen. The motion was approved unanimously (6-0 vote in favor, Councilmember McBrady being absent).

**9. Discussion Agenda – New Business.** Discussion and Possible Action on matters not previously presented to the Council.

**9.1. "Agent Change/Acquisition of Control" Liquor License for Cherry Creek Ranch.** Hearing and legal action to approve or disapprove.

Mayor Nolan gave an overview.

Councilmember Hamilton made a motion to approve the agent change/acquisition of control liquor license for Cherry Creek Ranch, seconded by Councilmember Repan. It was approved unanimously.

**9.2. Foothill Drainage project update and next steps to proceed with bidding and construction phases.** Approve, disapprove or modify the recommended next steps.

Town Manager Kimball and Public Works Supervisor Hanks gave an overview. Council reviewed the two sites for the drainage project. The project is being bid as one project which will span June and July, utilizing two budget years and the Yavapai County Flood Control funding. This will allow the cost to be lower, overall and will be done before the monsoon season.

Councilmember Wright called a point of order and stated according to the Town Code if the meeting is to exceed 10:00 p.m. they must vote on it.

Mayor Nolan made a motion to approve continuing the meeting after 10:00 p.m., until done, seconded by Councilmember Repan. It was approved unanimously.

Councilmember Repan made a motion to proceed with the bidding and construction phases for the two projects, as recommended by staff, seconded by Vice Mayor Alen.

Councilmember Hamilton made a motion to amend the motion to remove the guardrail from the project, seconded by Councilmember Wright.

PW Supervisor Hanks spoke on his recommendation to keep this as an option as an add-alternate. There was discussion on how best to handle this, having the council remove it as an option or letting the project evolve with a decision on this coming at that time.

The maker of the amendment to the motion withdrew his amendment motion as the guardrail is already planned as an option/alternate.

A vote was taken on the original motion to proceed with the bidding and construction phases for the two projects, as recommended by staff, which passed by a 6-0 vote in favor.

**9.3. Contract with Shephard-Wesnitzer, Inc. (SWI) for bidding and construction services for the Foothill Drive drainage project.** Award, reject or accept with modifications the contract with SWI.

Town Manager Kimball gave an overview and recommended they approve this contract with the on-call engineering contractor.

Councilmember Hamilton made a motion to approve awarding the contract to Shephard-Wesnitzer, Inc. (SWI), as presented, seconded by Councilmember Repan. It was approved by a 6-0 vote in favor.

**9.4. Discussion and possible action on enacting a fireworks ordinance for the Town.** [CAARF requested by CM Wright]

Councilmember Wright gave an overview and explained she felt an ordinance was necessary for the town to address fireworks use and spoke on the town's liability with commercial firework displays.

Councilmember Wright made a motion to approve waiving the client/counsel privilege for the Attorney's memo dated May 29, 2012, pertaining to fireworks. The motion was seconded by Councilmember Repan. It was approved by a 6-0 vote in favor.

Councilmember Wright spoke on Flagstaff's liability in a fireworks display and suggested an option to increase the liability policy requirement to \$2 million per event.

Public comment was taken on this item.

Sharla Mortimer gave her feedback on a commercial fireworks displays Mortimer Farms had as part of a special event, which was reviewed and approved in advance by the town and fire department, and their liability insurance was for \$10 million coverage for that event.

There was discussion on procedures in place and who holds the liability for a commercial fireworks display.

Councilmember Hamilton made a motion to approve having the attorney draw up a fireworks ordinance banning non-professional fireworks use, seconded by Councilmember Repan.

There was discussion on fire department bans restricting fireworks during normally high use periods (New years and Independence Day). There was discussion on whether this should be put in the newsletter for public input prior to approving the ordinance.

A vote was taken on the motion which passed by a 4-2 vote in favor, Councilmember Williams-Rowe and Mayor Nolan voting against.

**9.5. Discussion of microphones on the dais.** [CAARF requested by Mayor Nolan]

Mayor Nolan postponed his agenda item until a future date to be determined later.

**10. Public Hearing Agenda.**

None.

**11. Comments from the Public.**

None.

**12. Adjourn.**

The meeting was adjourned at 10:36 p.m.

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Terry Nolan, Mayor

ATTEST:

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Judy Morgan, Town Clerk

**TOWN COUNCIL REGULAR MEETING  
May 20, 2014 – 6:30 pm Town Council Meeting Chambers  
Agenda Item 10.1 awarding 2014 spring chip seal contract**

**To: Mayor and Town Council Members  
From: Ed Hanks, Public Works Supervisor**

**Recommendation: To award the contract to Earth Resources, Inc.**

**Date submitted: May 15, 2014**

**Summary:**

The 2014 Spring Chip Overlay Project was advertised. We received a bid from Earth Resources Corporation which is a local company. After reviewing the bid, Earth Resources Corporation appears to be the lowest and only responsible bidder at a total bid of \$163,605.23.

\$144,000.00 was budgeted for the Spring Chip Seal this year. Due to increase in material cost and labor cost, as well as an increased demand on the few companies available for this type of service, the bid amount exceeded the budgeted amount.

However, the Town saw a \$6,000 savings on the Pavement Preservation contract last fall. Additionally, because of the third PW employee, Town staff was able to complete most of the drainage improvements (in preparation for the chip sealing) that were originally budgeted for contract work. Council allocated \$60,000 in FY14 budget for the drainage work while staff anticipates \$30,000 spent by the end of the year because of the ability to conduct work in-house. Those savings enabled us the funds to complete the chip seal project at the bidding price.

Staff does recommend the award of this contract to Earth Resources Corporation.

## 2013/2014 Spring Chip Overlay

Item No.	Description	Quantity	Units	Earth Resources		Unit Price	Total
				Unit Price	Total		
	<b>Base Bid</b>						
	General conditions						
1	Mobilization	1	LS	\$ 1,200.00	\$ 1,200.00		
2	storm water pollution Prevention	1	LS	\$ -	\$ -		
3	Traffic Control	1	LS	\$ 12,132.00	\$ 12,132.00		
4	Geotechnical Testing	1	LS	\$ 85.00	\$ 85.00		
5	Allowance for Extra work	1	LS	\$ 5,000.00	\$ 5,000.00		
6	Hot Patch re-pair Per Appendix: A	60	Ton	\$ 305.00	\$ 18,300.00		
7	Low Volume Single chip seal using CRS-2P over existing Pavement Per Mag Sec.-330 See Appendix:B	70448	SY	\$ 1.61	\$ 113,421.28		
8	Fog Coat Per Mag sec.- 330 Appendix: B	70448	SY	\$ 0.15	\$ 10,567.20		
9	Fog Coat Per Mag sec.- 330 appendix: C	8285	SY	\$ 0.35	\$ 2,899.75		
10	<b>Total Base Bid</b>				<b>\$ 163,605.23</b>		<b>\$ -</b>

**Department of Public Works**  
**Bid Documents and Plans**  
**for the**  
**Spring 2014**  
**Chip Overlay Project**

**Town of Dewey-Humboldt  
Public Works Department  
2735 S. Hwy 69, Unit 10  
Dewey-Humboldt, Arizona  
Tel.: (928) 632-5074  
Fax: (928) 632-7365  
P.O. Box 69  
Humboldt, AZ  
86327**

**Prepared by:  
Ed Hanks Jr. Public Works Supervisor**

**Bid Date: May 15, 2014 10:00 AM, AZ local time**



**Town of Dewey-Humboldt**  
**Notice and Invitation for Bids**

Services: Chip Seal

Bid Opening/Deadline for Submittal: May 15, 2014 10:00 a.m.

Location: Dewey-Humboldt Town Hall, 2735 S Highway 69, Suite 12, Humboldt Station, Humboldt, AZ

Staff Contact/ telephone number: Ed Hanks, Public Works Supervisor 928-632-5074

Contract Documents available at: Town of Dewey-Humboldt, Office of the Town Clerk, 2735 S Highway 69, Humboldt Station, Humboldt, AZ.

**Date and Location for Submittal of Sealed Bids:** Sealed bids will be received by mail at Town of Dewey-Humboldt, Town Clerk’s Office, P.O. Box 69, Humboldt, AZ 86329, or delivered to Town of Dewey-Humboldt, Office of the Town Clerk, 2735 S Highway 69, Humboldt Station, Humboldt, AZ no later than 10:00 a. m. on May 15, 2014 for the above services. Bids must be submitted in a sealed envelope clearly marked on the outside “2014 Chip Seal Overlay”. Any bid received after the time specified will be returned unopened. It is the bidder’s responsibility to assure bids are received at the above location on or before the specified time. Bids will be opened at 10:00 a. m., and the names of proposers publicly read aloud immediately after the time for receiving bids.

**Pre-Bid Conference:** A mandatory pre-bid conference will be held on May 6 2014, at 2:00 p.m. at the Dewey-Humboldt Town Hall, 2735 S Highway 69, Suite 12 Humboldt Station, Humboldt, AZ.

**Work Summary:** Dewey-Humboldt seeks chip seal overlay services. The services are required to be completed by June 30, 2014. The services are generally described as follows: Placing approximately 60 tons hot patch in preparation of Chip seal overlay and approximately 70448 square yards of low volume Single Chip Seal on Town roadways.

**Bid Requirement:** Each bid will be in accordance with the bid requirements, set forth in the Request for Bids, which may be downloaded from [www.dhaz.gov](http://www.dhaz.gov) or obtained by contacting the Town Clerk, telephone no. 928-632-7362 or Ed Hanks, telephone no. 928-632-5074. Any bid which does not conform in all material respects to the Request for Bids will be considered non-responsive.

**Right to Reject Bids:** Dewey-Humboldt reserves the right to reject any or all bids, waive any informality in a bid or to withhold the Award for any reason Dewey-Humboldt determines.

**Equal Opportunity:** Dewey-Humboldt is an equal opportunity employer. Minority and women’s business enterprises are encouraged to submit bids on this solicitation.

DATED: \_\_\_\_\_

TOWN OF DEWEY-HUMBOLDT, ARIZONA

Publications Date(s)

\_\_\_\_\_  
Judy Morgan, Town Clerk

\_\_\_\_\_  
\_\_\_\_\_

**IMPORTANT  
BIDDER'S CHECK LIST**

- [ ] 1. The Bid has been signed. (Bids not signed will not be considered.)
- [ ] 2. Authorized Signature Form is enclosed.
- [ ] 3. The bid prices offered have been reviewed.
- [ ] 4. Any required descriptive literature or other information have been included.
- [ ] 5. The Contract Time and/or schedules have been included.
- [ ] 6. All addenda numbers issued have been noted on Bidder's Affidavit (See Section 4.6).
- [ ] 7. The mailing envelope/package has been addressed to:  
Town Clerk's Office  
P.O. Box 69  
Humboldt, Arizona 86329
- [ ] 8. Bid Package/Envelope has been identified with proposal number and title.
- [ ] 9. The bid is submitted in time to be received and stamped in by Clerk's Office representative no later than specified time on designated date. (Otherwise the bid cannot be considered.)
- [ ] 10. The Bid Guarantee in the form of a certified check, cashier's check or surety bond for 10% of the amount bid has been included.

INVITATION FOR BID DOCUMENTS FOR:  
2014 CHIP SEAL OVERLAY  
FOR THE TOWN OF DEWEY-HUMBOLDT, ARIZONA

Dewey-Humboldt intends to purchase chip seals overlay services in compliance with these specifications.

**REQUIREMENTS FOR BIDDERS.**

1.1 Bid Opening Date and Location: Bids will be received in the office of the Town Clerk, Dewey-Humboldt Town Hall, 2735 S. Highway 69, Unit 12, Humboldt, Arizona 86329 until 10:00 a.m., on May 15, 2014, at which time the names of the bidders will be opened and publicly read. Bid prices will not be read. Late bids will not be considered.

1.2 Bid Documents Available: The Bid Documents consist of four parts: I. Requirements for Bidders, II. General Conditions, III. Scope of Work, and IV. Bidder's Bid (form). The Bid Documents are available for downloading from [www.dhaz.gov](http://www.dhaz.gov) or by contacting Judy Morgan, Town Clerk, telephone no. 928-632-7362 or Ed Hanks, Public Works Supervisor, telephone no. 928-632-5074.

1.3 Incorporation of Bid Documents: All of the Bid Documents apply to and become a part of the terms and conditions of the bid.

1.4 Bid Form: Bids must be submitted only on the bid form. All bids must be submitted in a sealed envelope clearly marked "2014 Chip Seal Overlay."

1.5 Pre-Bid Conference: A **Mandatory Pre-Bid Conference** will be held at 2:00 p.m. on May 6, 2014, at the Dewey-Humboldt Town Hall, Suite 12 Humboldt Station, Humboldt, Arizona. The Scope of Work will be reviewed, discussed and opened for questions. **Potential bidders are required to attend.** Potential bidders will be able to ask for interpretations and clarifications of this IFB at that time. Dewey-Humboldt will not be responsible to convey any clarifications to potential bidders who are not in attendance.

1.6 Dewey-Humboldt's Right to Reject Bids: Dewey-Humboldt reserves the right to reject any and all bids and to waive technicalities.

1.7 Late Bids: Late submittals and/or unsigned Bids will not be considered under any circumstances. Envelopes containing Bids with insufficient postage will not be accepted by Dewey-Humboldt. It is the sole responsibility of the Bidder to see that his/her Bid is delivered and received by the proper time and at the proper place.

1.8 Bid Amendment or Withdrawal: A Bid may be withdrawn any time before the Bid due date and time. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided by applicable law.

1.9 Public Record: All Bids submitted in response to this solicitation and all evaluation related records shall become property of Dewey-Humboldt and shall become a matter of public record for review, subsequent to bid opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Dewey-Humboldt in Bids submitted, and the information sought to be protected clearly marked as proprietary. Dewey-Humboldt will not insure confidentiality of any portion of the bid that is submitted in the event that a public record request is made. Dewey-Humboldt will provide 48 hours' notice before releasing materials identified by the bid as confidential or proprietary in order for the bidder to apply for a court order blocking the release of the information.

1.10 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk's Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.11 Bid Acceptance Period: All bids shall remain open for ninety (90) days after the day of the opening of bids, but Dewey-Humboldt may, at its sole discretion, release any bid and return the bid security (as applicable) prior to that date. No Bidder may withdraw his Bid during this period without written permission from Dewey-Humboldt. Should any Bidder refuse to enter into a contract, under the terms and conditions of the procurement, Dewey-Humboldt may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.12 Addendum: This Request for Bids may only be modified by a written Addendum. Potential Bidders are responsible for obtaining all addenda.

1.13 Bidder Registration: Bidders shall contact Dewey-Humboldt's Contact person, Ed Hanks, at (928) 632-5074 to make arrangements to receive notice of Addenda to this Solicitation. All addenda will be posted on the Dewey-Humboldt website at [www.dhaz.gov](http://www.dhaz.gov).

1.14 Bid Bond: Each bid will be submitted on the Bid Form(s) included in the Contract Documents and will be accompanied by a certified check, cashier's check, or bid bond for ten percent (10%) of the amount of the bid, made payable to the Town of Dewey-Humboldt.

1.15 General Evaluation Standards:

1.15.1 In General. Dewey-Humboldt seeks to obtain the services described above in the Scope of Work and will award a contract to the lowest most responsive bidder. Dewey-Humboldt wishes to obtain the most reliable and productive services. Dewey-Humboldt will be the sole judge of whether the services offered are acceptable. Bids from individuals who have provided inadequate services to municipalities in the past, or bids offering services proven unsatisfactory in Dewey-Humboldt's sole judgment may be rejected and not considered

1.15.2 Clarifications. Dewey-Humboldt reserves the right to obtain Bidder clarifications where necessary to arrive at full and complete understanding of Bidder's product, service, and/or solicitation response. Clarification means a communication with a Bidder for the sole purpose of eliminating ambiguities in the Bid and does not give Bidder an opportunity to revise or modify its bid.

1.15.3 Waiver and Rejection Rights. Dewey-Humboldt reserves the right to reject any or all Bids or to cancel the solicitation altogether, to waive any informality or irregularity in any Bid received, and to be the sole judge of the merits of the respective Bids received.

1.16 Bid Preparation:

1.16.1 Format. Bidders shall submit their Bid with an original and 2 copies and shall be submitted on the forms provided in this Invitation for Bids.

1.16.2 No Facsimile or Electronic Mail Bids. Bids may not be submitted in facsimile or electronically. A facsimile or electronic mail Bid shall be rejected.

1.16.3 Typed or Ink Corrections. The Bid shall be typed or in ink. Erasures, interlineations or other modifications in the Bid shall be initialed in ink by the person signing the Bid.

1.16.4 No Modifications. Modifications shall not be permitted after Bids have been opened except as otherwise provided under applicable law.

1.16.5 Content. The Bid shall contain all of the following information:

Brief Description of the Bidder's Firm

- A. Office location
- B. Length of time in business
- C. Total number of employees and number of local employees
- D. Names of principals, their disciplines, and Arizona registration.
- E. Services provided by the firm
- F. Experience in providing similar services within the last 2 years
- G. Three (3) references

Subcontractors:

Please list any firms that will act as subcontractors to your firm. Provide information regarding prior projects on which subcontractors have worked with your firm.

1.16.6 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the Bid Section, which shall be submitted together with the Bid on the Bid due date and time. Failure to note a Solicitation Addendum may result in rejection of the Bid.

1.16.7 Evidence of Intent to be Bound. The Bid form within the Solicitation shall be submitted with the Bid and shall include a signature by a person authorized to sign the Bid. The signature shall signify the Bidder's intent to be bound by its Bid and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Bid.

1.16.8 Non-Collusion and Non-Discrimination. By signing and submitting the Bid, the Bidder certifies that: the Bidder did not engage in collusion or other anti-competitive practices

in connection with the preparation or submission of its Bid; and the Bidder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

## 1.17 Inquiries

1.17.1 Duty to Examine. It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification (inquiries), and examine its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for modifying or withdrawing the Bid after the Bid due date and time, nor shall it give rise to any Contract claim.

1.17.2 Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the solicitation. The Bidder shall not contact or direct inquiries concerning this Solicitation to any other Dewey-Humboldt employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.17.3 Submission of Inquiries. All inquiries except those at the Pre-Bid Conference shall be submitted in writing and shall refer to the appropriate Bid Request, page and paragraph. Do not place the Bid Request on the outside of the envelope containing that inquiry, since it may then be identified as an Bid and not be opened until after the Bid due date and time. Dewey-Humboldt shall consider the relevancy of the inquiry but is not required to respond in writing.

1.17.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Bid due date and time for review and determination by Dewey-Humboldt. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.17.5 No Right to Rely on Verbal Responses. A Bidder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

## II. GENERAL CONDITIONS

2.1 Contract Term; Renewal. The Contract shall commence upon issuance of a Notice to Proceed by Dewey-Humboldt. All services shall be completed by June 30, 2014.

### 2.2 Bonds:

2.2.1 Bonds Required. Concurrently with the execution of the Contract, the Contractor shall furnish Dewey-Humboldt the following Bonds, which shall become binding upon the award of the Contract to the Contractor:

A Performance Bond in an amount equal to one hundred percent (100%) of the Contract amount conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and conditions thereof. Such Bond shall be solely for the protection of Dewey-Humboldt.

A Payment Bond in an amount equal to one hundred percent (100%) of the Contract amount solely for the protection of the claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the Work provided for in such Contract.

2.2.2 Form. Bond forms to be executed are included with the Contract Documents. Each such Bond shall include a provision allowing the prevailing party in a suit on such Bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court. Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The Bonds shall be made payable and acceptable to Gilbert. The Bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State and the Bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.

2.2.3 Contingent Award. Submittal of the required bonds as set forth in this paragraph is a condition precedent to this contract becoming effective.

2.3 Cooperative Use of Contract: Upon written approval of the Successful Bidder, this Contract may be tendered for use by other municipalities and government agencies.

2.4 Protests: A bidder may protest a solicitation or a contract award by filing a protest in writing with the Town Manager not less than 72 hours before the closing date and time of the solicitation, or within 72 hours after issuance of a notice of apparent low responsive and responsible bidder, or a notice of intent to award. The protest shall include the following information: (1) the name, address and telephone number of the protester; (2) the signature of the protester or its authorized representative; (3) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.

### III. SPECIFIC SCOPE OF WORK

The services are generally described as follows: Placing approximately 70448 square yards of low volume Single Chip Seals and approximately 60 Tons of Hot Patch in Preparation, on Town roadways. The areas to be chip sealed are shown generally on **Appendix A** attached hereto.



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

My Commission Expires:

\_\_\_\_\_

**BID SCHEDULE  
Base Bid**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Amount</b>
	<b>General Conditions</b>				
<b>1</b>	<b>Mobilization</b>	1	LS		
<b>2</b>	<b>Allowance for storm water Pollution Prevention</b>	1	LS	0	
<b>3</b>	<b>Traffic Control</b>	1	LS		
<b>4</b>	<b>Materials Testing</b>	1	LS		
<b>5</b>	<b>Allowance for extra work</b>	1	LS	\$5000.00	
<b>6</b>	<b>Prepare Road surface with Hot Patch Per Appendix: A</b>	60	TON		
<b>7</b>	<b>Low Volume Single chip seal using CRS-2P over existing Pavement Per Mag Sec.-330 See Appendix A</b>	70448	SY		
<b>8</b>	<b>Fog Coat Per Mag sec.- 330 Appendix A</b>	70448	SY		
<b>9</b>	<b>Double yellow center line stripe</b>	8285	LF		
<b>10</b>					
<b>11</b>	<b>Totals Base Bid</b>				
<b>12</b>					
<b>13</b>					

Base Bid Totals \_\_\_\_\_

\_\_\_\_\_

Total Base \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

Bidder's License  
Type and Number: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Type or Print Name: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_ /fax: \_\_\_\_\_

Project: Spring 2014 Chip overlay

BID SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, (hereinafter "Principal"), and the \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, duly licensed and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), are held and firmly bound unto the Town of Dewey-Humboldt, a municipal corporation as Obligee, in the sum of ten percent (10%) of the amount of the bid submitted by the Principal to the Mayor and Council of the Town of Dewey-Humboldt for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S. § 34-201.

WHEREAS, the Principal is herewith submitting its bid proposal for Dewey Humboldt –Spring 2014 Chip seal overlay.

NOW, THEREFORE, if the Town of Dewey-Humboldt shall accept the bid of the Principal and the Principal shall enter into a contract with the Town of Dewey-Humboldt in accordance with the terms of the bid proposal and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract or in the event of the failure of the Principal to enter into the contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Town of Dewey-Humboldt the difference not to exceed the penalty of the bond between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the bid, then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the Section to the extent as if it were copied at length herein.

This Surety Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Principal  
\_\_\_\_\_  
Title

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

Witness:

\_\_\_\_\_

Address of Surety:

\_\_\_\_\_

\_\_\_\_\_

\* Attach Power of Attorney







## **PROJECT SPECIFICATIONS**

### **General Information:**

- The Town of Dewey-Humboldt desires to Single chip seal existing Town owned roadways. The bidder is hereby made aware that intersections need extra attention under this contract and that the Town desires to coordinate its forces with the successful bidder to improve the radius at the bid unit prices per square yard.
- The work shall be as described in the plans and in these specifications.

### **Special Requirements:**

**Uniform Standard Specifications and Details:** The Town of Dewey-Humboldt has adopted the “Uniform Standard Specifications for Public Works Construction” as sponsored and distributed by the Maricopa Association of Governments, Arizona and as supplemented by Central Yavapai County Government Unified Construction Standards. By this reference, these standards are incorporated into these Project Specifications and contract.

**Permits:** A Town Right of Way permit will not be required. **ADOT Permits may be required at two locations where the Town roads intersect with Highway 69.**

**Award of Purchase:** Bids will be evaluated and awarded based on the total base bid plus or minus any bid alternates, (if any), selected by the Town Council. The successful bidder will be selected by the Mayor and Council at the regularly scheduled Town Council meeting immediately following the bid opening date.

**Time of Completion and Liquidated Damages:** The successful bidder shall complete construction within **60** calendar days after Notice of Award. Failure to complete on time shall subject the successful bidder to liquidated damages as specified in Section 108.9 “Failure to Complete on Time” of the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction.

**Form of Bid:** All bids must be submitted on the Bid Proposal form attached hereto, and must be **sealed**, marked “**Spring 2014 Chip Seal overlay**”, and received at the Office of the Town Clerk prior to the stated bid time. The Town reserves the right to accept or reject any and all bids.

**Bid Sheet:** The quantities listed are approximate and will be field verified for pay items. They may be increased, decreased or deleted at the discretion of the Town. **The unit bid prices shall be considered as full compensation. Therefore, they must include all state and local taxes and license taxes required to do the work.**

## **PROJECT SPECIFICATIONS**

The specifications that follow are additional and/or clarifying provisions to the MAG/YAG Specs most applicable to this particular project.

### **SECTION 104: SCOPE OF WORK:**

#### **104.1.4. CLEAN-UP AND DUST CONTROL:**

Particular care is to be given to dust control.

SECTION 106: CONTROL OF MATERIALS:

106.2 SAMPLES AND TESTS OF MATERIALS:

As written.

SECTION 301: SUBGRADE PREPARATION

The Contractor shall sweep all roadways to the satisfaction of the Town Agent prior to placement of single chip seal or second pass of double chip seal.

The Contractor shall mound sand on cut-to-fit roofing felt over manholes and water or gas valves prior to chip and shall remove felt and oil/chip waste prior to rolling.

SECTION 330: ASPHALT CHIP SEAL

330.3 TIME OF APPLICATION AND WEATHER CONDITIONS:

Temperature and other MAG Specification weather limitations shall be adhered to. The Town Agent shall have the discretion to prohibit or stop chip seal operations if, in his judgment, weather conditions are not conducive to proper cure of the chip seal coat. The chip seal coat shall not be placed prior to authorization of the Town Agent. No chip seal operations shall start prior to all equipment being on-site and in an operating condition and all traffic signs and flaggers being in position.

No chip seal construction will be allowed between September 1 and May 30 without the approval of the Town Agent.

330.4.1 PREPARATION OF SURFACES:

Some roads will need to be repaired with cold patch on edges and possibly hot patch in extreme situations. Both cases will need to be applied to existing surface elevations and compacted with smooth steel drum roller. This work will need to be completed one week prior to sealing. All roads will be swept clear of debris in accordance of M.A.G. section 330.4.1.

330.4.2 APPLICATION OF BITUMINOUS MATERIAL:

Asphalt shall conform to Section 712, MAG Specifications, for Grade CRS-2P applied at the following rates as directed by the Agent:

High Volume Single Chip Seal (1/2" chip): CRS-2P	0.50 to 0.60 Gal/SY
Low Volume Single Chip Seal (3/8" Chip): CRS-2P	0.30 to 0.40 Gal/SY

Contractor must provide specification sheets and test results for any submitted equal as a part of the bid package.

The Contractor shall supply the Town Agent with certified weight slips for each load to allow verification of application rates.

All other relevant portion of section 330.4.2 shall apply. .

### 330.4.3 APPLICATION OF COVER MATERIAL:

Cover material shall correspond to the requirements of MAG Specifications, Section 716, except that the gradation shown in Tables 716-1 and 716-2 for sieve size #200 shall be 0 to 1% passing (**not** 0% to 2% passing for the #200 sieve size as shown).

The Contractor shall provide test reports sealed by an Engineer registered to practice in the State of Arizona which demonstrates that the material delivered conforms to the specification requirements. One test report shall be provided from the stockpile at the source prior to chip seal construction and an additional test report shall be provided for each 500 tons of chips or portion thereof delivered to the job site. Application shall be as follows:

Single Chip Seal Course -	3/8" Low Volume	20	to	30
Pounds/SY				
Single Chip Seal Course -	1/2" High Volume	25	to	35
Pounds/SY				

The Contractor shall supply the Town agent with certified weight slips to allow verification of the application rates.

All other portions of Section 330.43 shall apply.

### 330.4.4 ROLLING:

Placement and rolling shall be in accordance with MAG Specifications.

### 330.4.6 SURPLUS AGGREGATE REMOVAL:

As Written.

### 330.4.7 Distributing Equipment:

As written.

### 330.7 PAYMENT

Payment shall be in accordance with Section 330.7 except as modified below:

Chip seal will be paid at the contract price per square yard which shall include all labor materials and equipment.

## SECTION 333: FOG SEAL COATS

333 As written.

## SECTION 401: TRAFFIC CONTROL

### 401.2 TRAFFIC CONTROL DEVICES:

The Contractor shall provide the Traffic Control signs, markings and devices in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance and the Manual of Uniform Traffic Control Devices.

**A reader board is required one week ahead of the work in the area of Wicklow and Cranberry Roads. Message will read the dates that the work will be performed.**

The Contractor shall facilitate the safe movement of traffic through the work area as required for the duration of the project.

### 401.3 FLAGMEN OR PILOT CARS:

Flaggers shall be provided, as required, and/or deemed necessary by the Agent to facilitate the safe movement of traffic within the construction area. The Contractor shall provide warning signs for "Slow, Loose Gravel, 15 MPH," or other wording accepted by the Town agent at no less than 1/4 mile intervals through all chip seal areas until the surface has been swept free of loose material and accepted by the Engineer.

### 401.4 TRAFFIC CONTROL MEASURES:

As written.

### 401.5 GENERAL TRAFFIC REGULATIONS:

If at any time during the construction, the Town Agent feels that the Traffic Control being provided by the Contractor is inadequate, he may direct the Contractor to provide additional signs, and/or flagmen. Should the Contractor fail to provide the required Traffic Control, the Town Agent will arrange for said control. The cost of this control will be deleted from the Contractor's pay.

### 401.7 PAYMENT:

All required Traffic Control provided in accordance with Section 401, MAG Specifications, and the additional conditions provided herein will be considered as incidental to chip seal operations. No separate measurement or payment will be made.

**AGREEMENT FOR SERVICES  
CONTRACT**

THIS AGREEMENT is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Town of DEWEY-HUMBOLDT, Arizona, a municipal corporation, , hereinafter referred to as “Town” and \_\_\_\_\_, hereinafter referred to as “Contractor.”

FOR THE PURPOSE of providing Chip Seal services for the Town of Dewey-Humboldt, Town and Contractor do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Contractor. In consideration of the mutual promises contained in this Agreement, Town engages the Contractor to render services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by Town, the services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work is set forth in the Bid Documents and Contractor’s bid, which are attached hereto as Exhibit A and Bid Schedule.

1.3 Responsibility of the Contractor.

1.3.1 Contractor hereby agrees that the documents and reports prepared by Contractor will fulfill the purposes of the Contract, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by Contractor shall be prepared in accordance with professional Consulting standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.2 Contractor shall tour the Services site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Town of any constraints associated with the Services site.

1.3.3 Contractor shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.4 Contractor shall designate \_\_\_\_\_ as Contractor Representative and all communications shall be directed to him. Prior to changing such designation Contractor shall first notify Town in writing.

1.3.5 Contractor's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of Subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of Town.

1.3.6 Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Agreement.

1.3.7 Contractor shall coordinate its activities with Town's representative and submit any required reports to Town's representative.

1.3.8 Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Contractor shall provide and pay for and insure for all equipment necessary for the Services.

1.3.9 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

#### 1.4 Responsibility of Town.

1.4.1 Town shall cooperate with the Contractor by placing at its disposal all available information concerning the Services.

1.4.2 Town designates \_\_\_\_\_ as its Contract Representative. All communications to Town shall be through its Contract Representative.

1.4.3 Contract Term: The Contract shall commence upon issuance of a Notice to Proceed by Dewey-Humboldt. Work shall be completed within 30 business days, beginning with the day following the starting date specified in the Notice to Proceed. Failure to complete the Work on time shall subject Contractor to liquidated damages as set forth in Section 108.9 "Failure to Complete on Time" of the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction.

1.4.4 Contract Documents: Contract Documents shall include the following: The Call for Bids, Plans, Standard Specifications and Details, Special Provisions, Addenda, if any, and Proposal, as accepted by the Mayor and Council, Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

## 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation: All compensation for complete and satisfactory completion of services rendered by Contractor, including its subcontractor(s), shall be set forth in Exhibit C and shall not exceed \$\_\_\_\_\_.

2.2 Method of Payment. Method of payment shall be set forth in Exhibit C. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly

indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

2.3 Invoices. Town reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the Services are completed. Invoices for the month of July shall be submitted on or before August 1st. Invoices submitted after the close out of the fiscal year (August 1st) shall not be paid by Town.

2.4 The Contractor shall provide to Town its completed W-9 Form prior to receipt of any Compensation.

2.5 Taxes. Contractor will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or services generally taxable to the Contractor are eligible for a tax exemption, credit or deduction due to the nature of the item, at Contractor's request, Town will assist Contractor in applying for and obtaining the same.

### 3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. Town may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit D. If such changes cause an increase or decrease in the Contractor's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Contractor will be allowed by Town except as provided herein nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing..

### 4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town does not represent that coverage and limits will be adequate to protect Contractor. Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Town, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Contractor's insurance shall be primary insurance as respects performance of subject contract and in the protection of Town as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Gilbert, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to Town. Contractor shall be solely responsible for any such deductible or self insured retention amount. Town, at its option, may require Contractor to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Contractor shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such

Certificate(s) shall identify the Agreement and be sent to Town Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Town, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

4.10.2 Contractor's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Contractor under this Agreement.

4.10.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

#### 4.11 Required Coverage:

4.11.1 Commercial General Liability: Contractor shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claims and \$2,000,000 all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3 Vehicle Liability: Contractor shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’s Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code “1” any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

4.11.4 Workers’ Compensation Insurance: Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor’s employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

## 5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Town, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by the Contractor, its agents, employees or any tier of Contractor’s subcontractors related to the Services in the performance of this Agreement. Contractor’s duty to defend, hold harmless and indemnify Town, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor’s acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the Contractor, any tier of Contractor’s subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable including Town. Such indemnity does not extend to Town’s negligence.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

## 6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Town may, by written notice to the Contractor, terminate this Agreement in whole or in part with seven (7) days' notice, either for Town's convenience or because of the failure of the Contractor to fulfill his contract obligations. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Contractor in the event of substantial failure by Gilbert to fulfill its obligations.

6.2 Payment to Contractor upon Termination. If the Agreement is terminated, Town shall pay the Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

## 7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. The Contractor agrees that duly authorized representatives of Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement.

7.3 Ownership of Document and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of Town unless otherwise agreed to by both parties. Town may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this

Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not Town's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. Contractor agrees that it is a separate and independent enterprise from Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and Town, and Town will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: The Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.]

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Equal Treatment of Workers. Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA").

Contractor shall protect and indemnify Gilbert and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

7.8 Exclusive Use of Services - Confidentiality. The services agreed to be provided by Contractor within this Agreement are for the exclusive use of Town and Contractor shall not engage in conflict of interest nor appropriate Town work product or information for the benefit of any third parties without Town consent.

7.9 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.10 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

TOWN:

CONTRACTOR:

Town Manager  
Town of Dewey-Humboldt  
P.O. Box 69  
Humboldt, Arizona 86327

The address may be changed from time to time by either party by serving notices as provided above.

7.12 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

## 8. SUSPENSION OF WORK

8.1 Order to Suspend. Town may order Contractor, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate for the convenience of Town.

8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

## 9. INTERESTS AND BENEFITS

9.1 Interest of Contractor. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further

covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others. No officer, member or employee of Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice regarding A.R.S. § 38-511. This Contract is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Town thereto.

IN WITNESS WHEREOF, four (4) identical counterparts of this contract each of which shall, for all purposes, be deemed an original thereof, have been duly executed by the parties on the date and year first above written.

TOWN OF DEWEY-HUMBOLDT

By: \_\_\_\_\_  
Terry Nolan, Mayor

ATTEST:

By: \_\_\_\_\_  
Judy Morgan, Town Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Curtis, Goodwin, Sullivan,  
Udall & Schwab, P.L.C., Town Attorneys  
Susan D. Goodwin, Esq.

CONTRACTOR

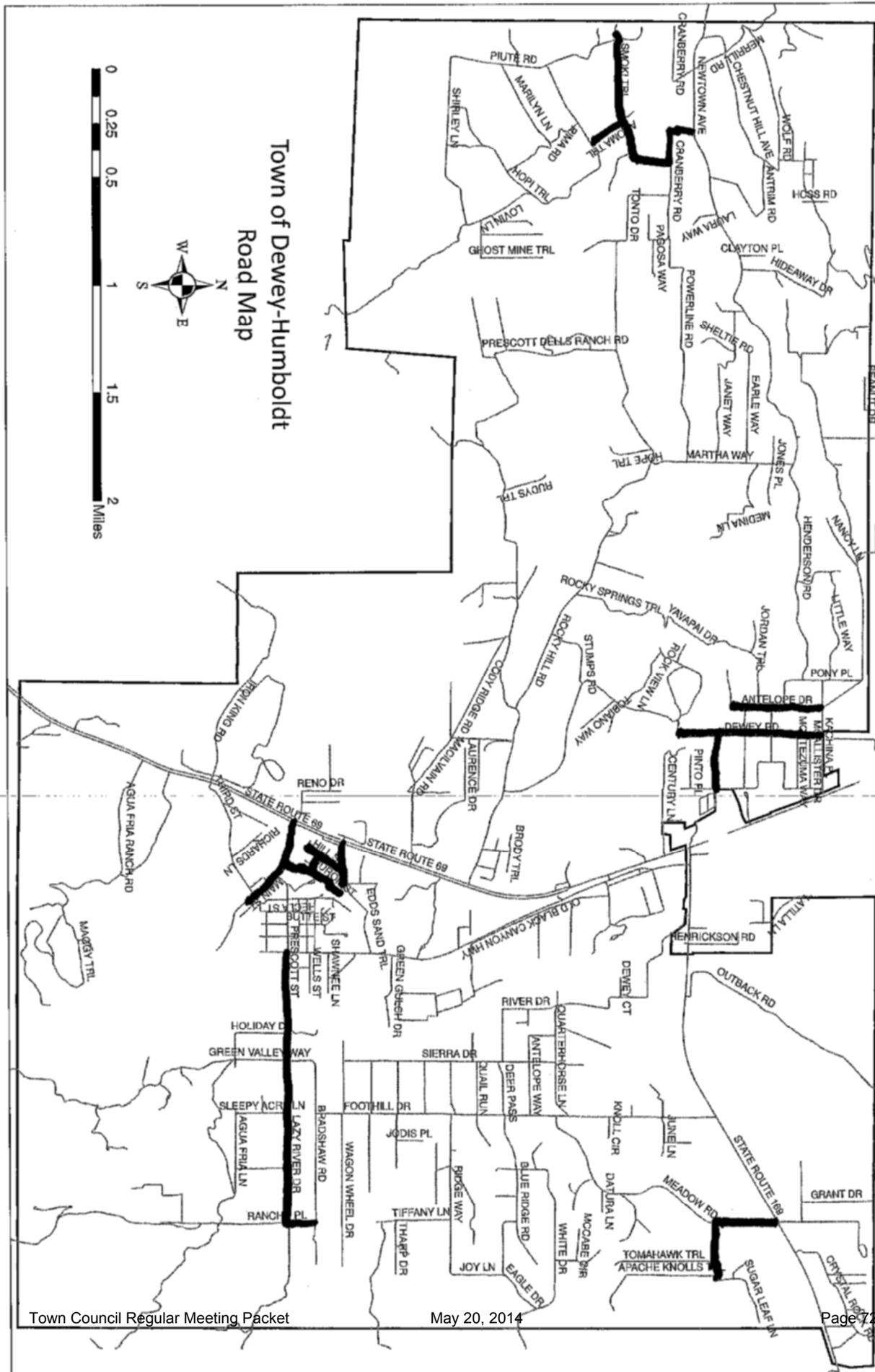
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A  
SCOPE OF WORK**

The services are generally described as follows: Placing approximately 70448 square yards of low volume Single Chip Seals on Town roadways and 60 Tons Hot Patch in preparation. The areas to be chip sealed are shown generally on Appendix A attached hereto.



*Appendix A: Not Paved and Chip Sealed Roads 2014*





\*\* Subcontractor's contract range: In the column marked "Range" enter the letter corresponding to subcontract amount.

A = Less than \$2,000

B = Equal to or greater than \$2,000 but less than \$10,000

C = Equal to or greater than \$10,000 but less than \$100,000

D = Equal to or greater than \$100,000

**EXHIBIT C  
PAYMENT SCHEDULE**

A. Compensation

1. The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Attached hereto as Exhibit C-1 is the Contractor's hours and fee estimate for the Project. Contractor's fee shall not exceed the amounts of the Bid Schedule:

**Description**

**Amount**

B. Method of Payment

Invoices shall be on a form and in the format provided by Town and are to be submitted in triplicate to Town via Town's authorized representative.



STATE SOLE PROPRIETOR'S WAIVER (ATTACH)

Agreement including this Change Order will be \_\_\_\_\_

The Contract Time will increase by \_\_\_\_\_

ACCEPTANCE STATUS:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Town of Dewey-Humboldt

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**STATUTORY PERFORMANCE BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Contract amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ (hereinafter "Principal"), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and \_\_\_\_\_ duly licensed and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, with its principal office in the City of \_\_\_\_\_, (hereinafter "Surety") as Surety, are held firmly bound unto the Town of Dewey-Humboldt, County of Yavapai, State of Arizona (hereinafter "Obligee") in the amount of \_\_\_\_\_, (\$\_\_\_\_\_) the payment of which, the 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 Obligee dated the \_\_\_\_ day of \_\_\_\_\_, 2014, to construct **Spring 2014 Chip Seal Overlay**, 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 Principal shall faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extension of the Contract with or without notice to the Surety, and during the life of any guaranty required under the Contract and also performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions, of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in the Agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
PRINCIPAL SEAL

By \_\_\_\_\_

\_\_\_\_\_  
SURETY SEAL

By \_\_\_\_\_

Address of Surety:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
AGENT OF RECORD

\_\_\_\_\_  
AGENT ADDRESS

\* attach Power of Attorney

LABOR AND MATERIALS BOND

**STATUTORY PAYMENT BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES**

(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ (hereinafter "Principal") as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, duly licensed and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the Town of Dewey-Humboldt, County of Yavapai, State of Arizona (hereinafter "Obligee") in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) for the payment whereof, the 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 Obligee dated the \_\_\_\_ day of \_\_\_\_\_, 2014, to construct **Spring 2014 Chip Seal Overlay**, 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 Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, and Article 2, Arizona Revised Statutes to the same extent as if they were copied in length in this Agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
PRINCIPAL

SEAL

By \_\_\_\_\_

\_\_\_\_\_  
SURETY

SEAL

By \_\_\_\_\_

Address of Surety:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
AGENT OF RECORD

\_\_\_\_\_  
AGENT ADDRESS

\* Attach Power of Attorney

**TOWN OF DEWEY-HUMBOLDT, ARIZONA**

**CERTIFICATE OF INSURANCE**

The

---

Certifies that the following insurance policies have been issued on behalf of

Name of Insured

---

Address of Insured

---

Type of Insurance	Carrier	Policy No.	Eff. Date	Min. Amt. Of Coverage	Exp. Date	Limits of Liability
(1) Workmen's Compensation						Statutory
(2) Contractor's Protective Bodily Injury				\$2,000,000		Each Occurrence
(3) Contractor(s) Protective Property Damage				\$1,000,000 \$1,00,000		Each Accident Aggregate
(3) Contractual Bodily Injury				\$2,000,000		Each Occurrence
(3) Contractual Property Damage				\$1,000,000 \$1,000,000		Each Accident Aggregate
(4) Automobile Bodily Injury & Property Damage				\$1,000,000		Each Occurrence

Owner makes no representation that coverage and limits will be adequate to protect Contractor. All insurance required herein shall be maintained in full force and effect until all work required to be performed is satisfactorily performed, completed and formally accepted by Owner. All insurance coverage shall be on an occurrence basis and not claims made basis. Policies of insurance shall not be terminated or modified without at least 10 days' notice to Owner.

When the project includes construction of a new, or modification of an existing building (**in addition to the above types**):

(6) Fire and Extended Coverage plus Vandalism and Malicious Mischief for the Full Amount of Contract, with the Town of DEWEY-HUMBOLDT named as an additional insured.

Policy No.	Exp. Date	Amount
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(7) Umbrella Coverage

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Policy Includes Coverage For:

- A. 1. Damage caused by blasting
- 2. Damage caused by collapse or structural injury
- 3. Damage to underground utilities
  
- B. Liability assumed in construction agreements and other types of contracts or agreements in effect in connection with insured operations.
  
- C. All owned, hired or non-owned automotive equipment used in connection with the insured operation.

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It is agreed that none of these policies will be canceled or changed so as to affect this certificate until ten (10) days written notice of such cancellation or change has been delivered to the Town of Dewey-Humboldt.

It is further agreed that:

- (1) These policies shall not expire until all work has been completed and the project has been accepted by the Town of Dewey-Humboldt. **(If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to the Town of Dewey-Humboldt not less than five days prior to expiration date.)**

This certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

Date \_\_\_\_\_ Countersigned by \_\_\_\_\_

\_\_\_\_\_  
Signature

[Page intentionally left blank]

**TOWN COUNCIL REGULAR MEETING**

**May 20, 2014 – 6:30 pm Town Council Meeting Chambers**

**Agenda Item 10.2 awarding Foothill Dr. Drainage project construction contract**

**To: Mayor and Town Council Members**

**From: Ed Hanks, Public Works Supervisor**

**Recommendation: To award Foothill Dr. Drainage Project contract to ?**

**Date submitted: May 15, 2014**

**Summary:**

The Foothill Dr. Drainage improvement project took place December last year beginning with engineering design. At the April 15 council meeting, the Council awarded the bid administration contract to SWI, the design firm and also directed to proceed with procurement process for the construction phase. The project was advertised immediately.

The bid opening is scheduled for Friday May 16 and SWI will conduct a bid tabulation immediately after. Staff anticipate receiving more than one bids from a few different contractors. The result and staff recommendation will be available by Monday, May 19 (via a separate email to the Council). The entire project, including engineering design and bid administration services, received \$150,000 from the Flood Control District in two funding cycles. It is staff's intent to entirely fund the project within the Flood Control fund.

**TOWN OF DEWEY-HUMBOLDT  
FOOTHILLS DRIVE DRAINAGE PROJECTS**



**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS**

**PREPARED BY  
TOWN OF DEWEY-HUMBOLDT  
2735 South Highway 69, Suite 12  
Dewey-Humboldt, Arizona 86329**

**Summer 2014**

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## ADVERTISEMENT FOR BIDS

Town of Dewey-Humboldt will be accepting bids from eligible bidders for the following activity:  
Foothills Drive Drainage Improvements 2735 South Highway 69, Suite 12  
Dewey-Humboldt, Arizona 86329

### ACTIVITY DESCRIPTION:

Work includes Removal of existing headwall and spillways, construction of new structures and additional erosion control.

Plans and specifications may be obtained at the following location:

TOWN OF DEWEY-HUMBOLDT  
2735 South Highway 69, Suite 12  
Dewey-Humboldt, Arizona 86329

Bona-fide licensed general contractors may secure copies of the proposed Bid Documents from the above, on the following basis:

1. PLANS AND SPECIFICATIONS DEPOSIT of \$0.00 for one (1) set for each prime bidder. PARTIAL SETS are *not* available. Please call 928-632-7362, Ed Hanks, Public Works Supervisor, for questions.

Sealed bids will be accepted Thursday, May 15, 2014 until 10:00 a.m. by the

Dewey-Humboldt Town Clerk  
2735 South Highway 69, Suite 12  
Dewey-Humboldt, Arizona 86329

Bids will then be publicly opened immediately after the stated time.

**A mandatory pre-bid conference will be held on Thursday, May 8, 2014 at 10:00 a.m. at the Dewey-Humboldt Town Hall, 2735 S. Highway 69, Suite 12 Humboldt, AZ.**

Each bid must be accompanied by a bond or certified check in the amount of ten percent (10%) of the bid, made payable to **TOWN OF DEWEY-HUMBOLDT**, as guarantee that if the work is awarded to the bidder, he will, within ten days from the date of such award, enter into proper CONTRACT and bond condition for the faithful performance of the work, otherwise said amount will be forfeited to said TOWN OF DEWEY-HUMBOLDT as liquidated damages. Such check or bid bond will be returned to the respective unsuccessful bidders upon the award of the contract to the successful bidder and will be returned to the successful bidder upon the execution and delivery of the satisfactory surety company bonds and construction contract.

Bidders will be requested to supply the following information on the bidders' list: the name of the company, current address, telephone, and fax phone number. Neither the Engineer nor the Town will be responsible for non-receipt of addenda due to incorrect or missing information on the plan holders list.

TOWN OF DEWEY-HUMBOLDT will endeavor to insure in every way possible that disadvantaged/minority/women-owned business enterprises plus Section 3 qualified businesses shall have every opportunity to participate in providing professional services, goods and construction contracts without being discriminated against on the grounds of race, religion, sex age or natural origin.

TOWN OF DEWEY-HUMBOLDT reserves the right to reject any or all bids, waive any informality in a bid or to withhold the award for any reason the Town of Dewey-Humboldt determines.

**PROPOSAL**

**TOWN OF DEWEY-HUMBOLDT, ARIZONA**

**PUBLIC WORKS DEPARTMENT**

PROPOSAL to the Town of DEWEY-HUMBOLDT.

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

Having examined the contract documents, site of work, and being familiar with the conditions to be met, Bidder hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees as follows:

1. Bidder agrees to execute the contract documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the inside pages of this form.
2. Bidder understands and acknowledges that construction of this project shall be in accordance with all applicable Uniform Standard Specifications and Standard Details for Public Works Construction Sponsored and Distributed by the Maricopa Association of Governments except as otherwise required by the Project Plans and Specifications.
3. Bidder understands and acknowledges that this Proposal shall be submitted with a proposal guarantee in the form of a certified check, cashier's check or surety bond for ten (10) per cent of the amount bid.
4. Bidder agrees that upon receipt of Notice of Award from the Town, he will execute the contract documents.

Work shall be completed within **60** business days, beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining the necessary material and/or equipment. The Contractor shall acknowledge that due to seasonal change he may be restricted from beginning work until weather and temperatures allow for oil placement. Contract times will be extended around weather limitations.

The Bidder hereby acknowledges receipt of and agrees his proposal on the following Addenda.

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**NOTICE TO ALL BIDDERS:**

**Town of Dewey-Humboldt is an equal opportunity employer.**

**SURETY BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, (hereinafter called the Principal), and the \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto the \_\_\_\_\_ of \_\_\_\_\_ as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the \_\_\_\_\_ of \_\_\_\_\_ for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with Arizona Revised Statutes.

WHEREAS, the said Principal is herewith submitting its proposal for Dewey-Humboldt 2014 Foothill Dr. Drainage Project.

NOW, THEREFORE, if the \_\_\_\_\_ of \_\_\_\_\_ shall accept the proposal of the Principal and the Principal shall enter into a contract with the \_\_\_\_\_ of \_\_\_\_\_ in accordance with the terms of the proposal and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the Bonds and Certificates of Insurance, if the Principal pays to the \_\_\_\_\_ of \_\_\_\_\_ the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

Witness:

\_\_\_\_\_

## CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between \_\_\_\_\_, hereinafter designated as "CONTRACTOR", and the Town of DEWEY-HUMBOLDT, a municipal corporation, organized and existing under and by virtue of the State of Arizona, hereinafter designated the "TOWN".

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said Town, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I—SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of "**Foothills Drive Drainage Improvements**" and to completely and totally construct the same and install the material therein for the Town, in a good and workmanlike and substantial manner and to the satisfaction of the Town through its Engineers and under the direction and supervision of the Town Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications, and with such modifications of the same and other documents that may be made by the Town through the Engineer or his properly authorized agents, as provided herein.

ARTICLE II—CONTRACT DOCUMENTS: The Call for Bids, Plans, Standard Specifications and Details, Special Provisions, Addenda, if any, and Proposal, as accepted by the Mayor and Council, Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III—TIME OF COMPLETION: The Contractor further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the proposal pamphlet. Work shall be completed within **60** business days, beginning with the day following the starting date specified in the Notice to Proceed. Upon failure to complete the Work within the time specified and except for delays due to reasons set forth in the General Provisions, Contractor shall pay the amount of \$500.00 per day for each day the Work remains unfinished as and for liquidated damages incurred by Town for failure to complete the Work within the specified time.

ARTICLE IV—PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the Town, through its Engineer, and to his satisfaction, the Town agrees to pay the said Contractor the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price on the Proposal made a part hereof, and to make such payment within forty-five (45) days after final inspection and acceptance of the work.

ARTICLE V-COMPLIANCE WITH FEDERAL AND STATE LAWS: The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. §34-302, as amended, "Residence Requirements for Employees."

Under provisions of A.R.S. §41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of the Contract and shall subject the Contractor to penalties up to and including termination of the Contract at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that Contractor of Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

Neither the Contractor nor any of its Subcontractors shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of the Article must be included in any contract the Contractor enters into with any and all of its Subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

**ARTICLE VI – INDEMNIFICATION.** To the fullest extent of the law, the Contractor, its successors and assigns hereby agrees to indemnify and save harmless the Town, its officers and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents, and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature (including reasonable attorneys' fees and court costs) brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission, negligence, recklessness or intentional wrongful conduct by the Contractor or his agents, or from any claims or amounts arising or recovered under Workmen's Compensation laws or any other law, bylaw, ordinance, or order or decree.

**ARTICLE VII – SUBCONTRACTORS.** The names of subcontractors submitted at the time of the submission of the bid to Town shall be assumed to be the subcontractors which the Contractor shall use for Work required to be done under the Contract Documents. The Contractor shall make no substitution for any subcontractor, person, or entity previously selected if Town makes a reasonable objection to such substitution. Contractor shall not contract with any subcontractor to whom Town has made a reasonable objection. Contractor shall not be required to contract with anyone to whom he has made a reasonable objection.

**ARTICLE VIII – INDEPENDENT CONTRACTOR.** Contractor is an independent contractor and not an agent or employee of Town. Contractor shall supervise and direct the Work to be done, using Contractor's best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, and for coordinating all portions of the Work required by the Contract Documents. Contractor shall be responsible to the subcontractors and their agents and employees, and other persons performing any of the Work under the Contract Documents.

**ARTICLE IX – WARRANTY.** Contractor warrants to Town that all materials and equipment furnished under this Contract will be new, and that all Work will be of good quality, free from faults and defects. Contractor further guarantees all Work and materials for a period of one year from the date of acceptance of the Project. Should any portion of the Work need replacement or repair within one year from the date of completion due to construction methods or material failure, the Contractor shall replace such Work at no cost to Town. If Contractor fails within reasonable time to replace or repair any portion of the Work deemed to be needed, Town may cause said Work to be done and Contractor agrees to pay all costs incurred therein. All Work not conforming to the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. If required by Town, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**ARTICLE X – GOVERNING LAW.** This Contract shall be governed by the laws of the State of Arizona.

**ARTICLE XI – SUCCESSORS AND ASSIGNS.** Town and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract

Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of Town.

ARTICLE XII – SERVICE OF NOTICE. All notices and demands required or permitted by this Contract shall be in writing and shall be deemed to have been given properly when (1) sent by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this paragraph; (2) delivered personally to the parties to this Contract; or (3) if given by telefacsimile, when addressed and transmitted to the respective telefacsimile number as specified below or to such other address or telefacsimile number as may be furnished by either party to the other pursuant to this paragraph, and the appropriate confirmation of transmittal is received. Any party giving notice or demand by telefacsimile immediately shall send the other party a copy of such notice or demand by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this paragraph:

TOWN:

CONTRACTOR:

Town Manager  
Town of Dewey-Humboldt  
2735 South Highway 69, Suite 12  
Dewey-Humboldt, AZ 86329

Representative Name  
Company Name  
Company Address  
Company Address

ARTICLE XIII – RIGHTS AND REMEDIES. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Town or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach except as may be specifically agreed in writing.

ARTICLE XIV – TIME IS OF THE ESSENCE. All time limits stated in the Contract Documents are of the essence.

ARTICLE XV – TERMINATION BY TOWN. If the Contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he fails to make prompt payment to subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of the Contract Documents, then Town, upon certification by Town’s Representative that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his Surety, if any, ten (10) working days written notice, terminate this Contract and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, such excess shall be paid to the Contractor; if such costs exceed the unpaid balance, the Contractor shall pay the difference to Town. The amount to be paid to the Contractor or to Town, as the case may be, shall be certified by Town’s Representative and this obligation for payment shall survive the termination of the Contract

ARTICLE XVI – CONFLICT OF INTEREST. This Contract shall be subject to the cancellation provisions of A.R.S. § 38-511 and any amendments thereto.

ARTICLE XVII – LITIGATION. Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damage claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs, and attorneys fees shall be paid to the party not at fault. Nothing herein shall preclude non-binding arbitration if the parties so elect in the event of a dispute hereunder.

IN WITNESS WHEREOF, four (4) identical counterparts of this contract each of which shall be for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

The Contractor agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of indicated amount(s), as bid in the Proposal.

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(CONTRACTOR)  
By \_\_\_\_\_  
Name and Title

WITNESS: If Contractor is an Individual

(Corporate Seal)

ATTEST:

Town of DEWEY-HUMBOLDT, a municipal corporation  
(Town)

\_\_\_\_\_  
Town Clerk

By \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C  
Town Attorney(s)  
By:

**CONTRACT PERFORMANCE BOND**

**STATUTORY PERFORMANCE BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of Contract amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_(hereinafter called the Principal), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the Town/City of \_\_\_\_\_, (hereinafter called the Surety) as Surety, are held firmly bound unto the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the Obligee), in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), 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 entered into a certain written contract with the Obligee dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct \_\_\_\_\_ which contract is hereby referred to and made a part of 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 Principal shall faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract with or without notice to the Surety, and during the life of any guaranty required under the contract and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
AGENCY OF RECORD

\_\_\_\_\_  
PRINCIPAL SEAL

By \_\_\_\_\_

\_\_\_\_\_  
SURETY

By \_\_\_\_\_

\_\_\_\_\_  
AGENCY ADDRESS

**LABOR AND MATERIALS PAYMENT BOND**

**STATUTORY PAYMENT BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Contract amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_(hereinafter called the Principal), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the Town/City of \_\_\_\_\_, (hereinafter called the Surety) as Surety, are held firmly bound unto the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the Oblige), in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), 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 entered into a certain written contract with the Oblige dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct Project 2013 Pavement Preservation which contract is hereby referred to and made a part of 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 Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void, otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
PRINCIPAL SEAL

\_\_\_\_\_  
AGENCY OF RECORD

By \_\_\_\_\_

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
AGENCY ADDRESS

By \_\_\_\_\_



C. All owned, hired or non-owned automotive equipment used in connection with the insured operation.

---

It is agreed that none of these policies will be canceled or changed so as to affect this certificate until ten (10) days written notice of such cancellation or change has been delivered to the Town of Dewey-Humboldt.

It is further agreed that:

- (1) These policies shall not expire until all work has been completed and the project has been accepted by the Town of Dewey-Humboldt. **(If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to the Town of Dewey-Humboldt not less than five days prior to expiration date.)**

This certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

Date \_\_\_\_\_ Countersigned by \_\_\_\_\_

\_\_\_\_\_  
Signature



Enclose – SWI (engineering firm) prepared bid schedule and special provisions.

**TOWN COUNCIL REGULAR MEETING  
May 20, 2014, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item # 10.3 Outback Rd. Discussion.**

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Date submitted: May 15, 2014**

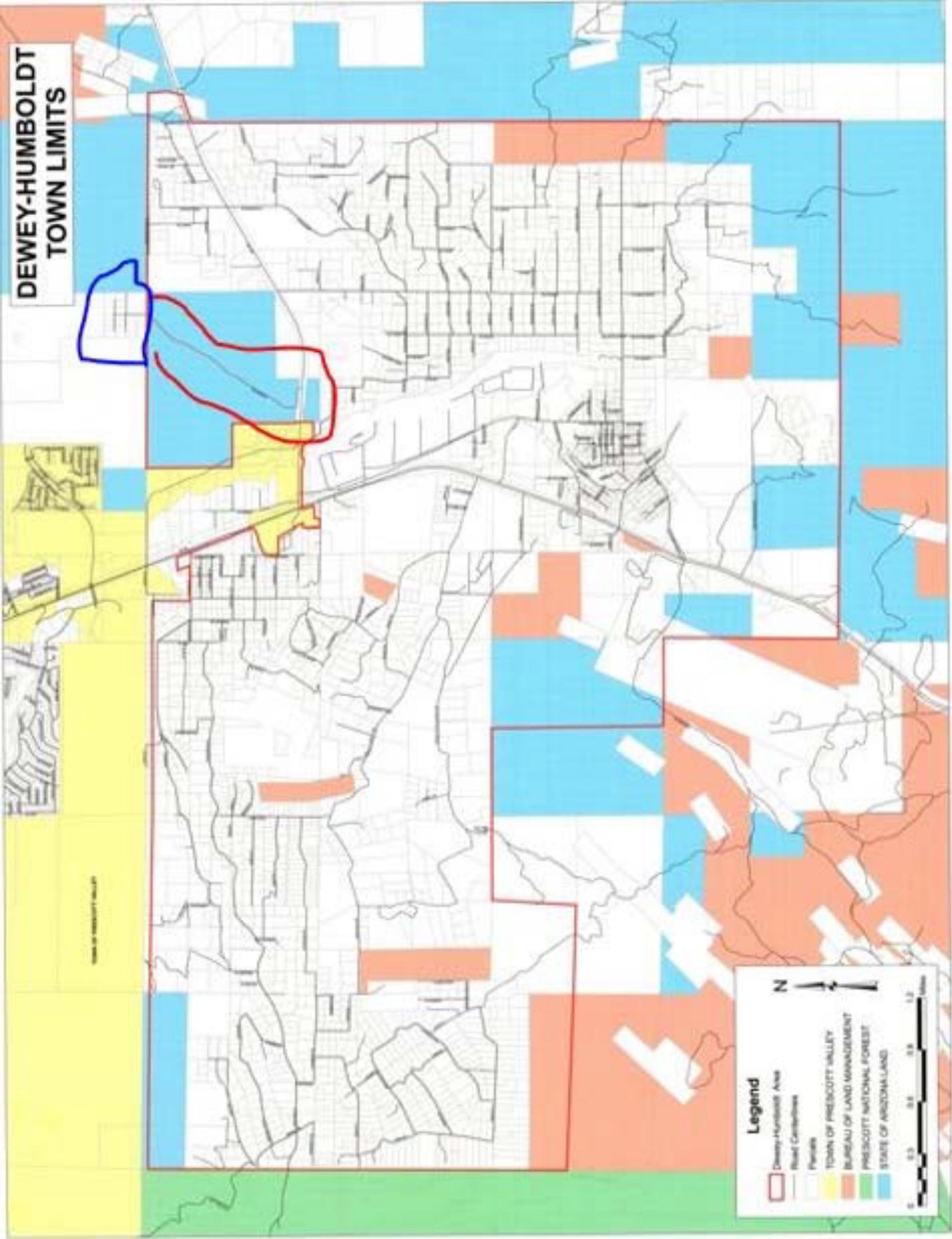
**Background:**

In February, upon CM Repan's request, the Council discussed what to do with Outback Rd. The road is located within D-H limits but it is an access to a subdivision located outside of the border of D-H. The town has been maintaining the road which is a dirt road since town incorporation as it is shown as a town right of way in the town road database.

The town attorney was tasked to look into the maintenance issue and annexation option. A follow-up discussion was held at the February 18 meeting. At the meeting, additional speculation surfaced to determine whether the road belongs to the State. This new theory was researched by the attorney and a memo dated April 28 was issued to town.

At this meeting, I anticipate the Council would consult with legal counsel on the road situation; then give direction on how to proceed.

**DEWEY-HUMBOLDT  
TOWN LIMITS**



Red circle - Outback Rd. location; Blue circle - community outside of D-H

**TOWN COUNCIL REGULAR MEETING**

**May 20, 2014, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item # 11.1. Tentative Budget.**

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Recommendation: Adopt the proposed Tentative Budget in the amount of \$4,000,910; set dates and time for budget work session and public hearings; direct staff to proceed with necessary postings of the tentative budget and future meeting(s);**

**Date submitted: May 15, 2014**

**Summary:**

A.R.S. 42-17105 requires adopting an estimate of expenditures. I hereby present FY 14-15's Tentative Budget in the amount of \$4,000,910 (in total expenditures). The state established expenditure limitation for D-H is \$4,147,812. The proposed tentative budget is below the limitation requirement. The proposed tentative budget is being provided to the Council separately.

The Tentative Budget sets a cap on FY 14-15's total expenditure amount. In other words, the final adopted budget cannot exceed total expenditure of \$4,000,910. I do not foresee the need to exceed this estimate for the Town's total budget has always been around \$4 million in the past.

Upon your adoption, we will have budget discussions (in addition to the budget meetings prior to today's tentative budget presentation) to formulate the final budget. A revised calendar is attached for your scheduling purposes.

It is important for the Town Council to adopt the tentative budget and follow the dates of the budget calendar in order for staff/Town to meet statutory requirement for budget related postings. Staff proposes final adoption of the budget at June 17's regular meeting which is the last regularly scheduled council meeting prior to FY 14-15 beginning on July 1, 2014.

## FISCAL YEAR 2014 - 15 BUDGET SCHEDULE (Revised)

Date	Task
February - March 2014	Preliminary Budget guidelines provided to Staff Town Manager preliminary budget Communications with Council Members, including needs and priorities, input for budget narrative, road plan expectations State Shared Revenues provided by the League of Cities/Towns
March 14 - April 4, 2014	Departmental budget estimates and narrative due, including Sheriff and IT proposals
April 1 - 30, 2014	State Expenditure Limitation information available Revised State Shared Revenues provided by the League of Cities/Towns
April 7, 2014	Council Budget Worksheet Completion Begin composing narrative and graphs and charts
April 15, 2014	Preliminary Budget (budget worksheet) Council Acknowledgement @ Regular Council meeting
April 22, 2014	Council Budget workshop #1 at 9:00 a.m. Revisions by staff
April 29, 2014	Council Budget Workshop #2 at 9:00 a.m. Revisions by staff; Forming the Tentative Budget (including narrative)
May 6, 2014	Council Budget Workshop #3 at 9:00 a.m. Revisions by staff; Forming the Tentative Budget (including narrative)
May 13, 2014	Council Budget Workshop #3 at 9:00 a.m. Morning budget workshop, afternoon Council work session Revisions by staff
May 20, 2014	Council Budget Workshop #4 at 9:00 a.m. Council adoption of the Tentative Budget @ evening regular meeting Publication of the Tentative Budget within 7 days, Prepare and post notice of June's budget hearing and adoption
May 27, 2014 ?	Council Budget Workshop #5 at 9:00 a.m. Discussing Tentative Budget, forming Final Budget
6/3/2014 ?	Council Budget Workshop #6 at 9:00 a.m. Evening regular meeting
June 10, 2014	Council Budget Workshop #7 at 9:00am, review of Draft Final Budget Morning budget workshop, afternoon Council work session
June 17, 2014	Public Hearing at Regular Council Meeting Adoption of FY 14-15 Budget; publication within 7 days
June 2014	Fiscal Year 2014-2015 Setup in accounting system
July 1, 2014	Fiscal Year 2014-2015 Begins
July 1, 2014 - - June 30, 2015	FY 13-14 Audit; FY 14-15 Budget Monitor, Measure, Assess, Report

**Town of Dewey Humboldt  
Combined Budget Summary  
General Fund, HURF (Special Revenue) Fund and Grants Fund  
2014-2015 (Tentative)**

	<b>General Fund</b>	<b>HURF Fund</b>	<b>Subtotal of General and HURF Funds</b>	<b>Grants Fund</b>	<b>2014-15 Total</b>
Total Revenues	<u>1,505,000</u>	<u>290,537</u>	<u>1,795,537</u>	<u>1,877,000</u>	<u>3,672,537</u>
Total Expenditures	<u>1,505,550</u>	<u>323,360</u>	<u>1,828,910</u>	<u>1,877,000</u>	<u>3,705,910</u>
Excess of Revenues over (under) Expenditures	<u>(550)</u>	<u>(32,823)</u>	<u>(33,373)</u>	<u>-</u>	<u>(33,373)</u>
Other (Uses)					
Operating Contingency	<u>(295,000)</u>	<u>-</u>	<u>(295,000)</u>	<u>-</u>	<u>(295,000)</u>
Net Increase (Decrease) in Fund Balance	<u>(295,550)</u>	<u>(32,823)</u>	<u>(328,373)</u>	<u>-</u>	<u>(328,373)</u>
Fund Balance at the Start of the Year	<u>2,899,668</u>	<u>372,947</u>	<u>3,272,615</u>	<u>-</u>	<u>3,272,615</u>
Fund Balance at the End of the Year	<u><u>2,604,118</u></u>	<u><u>340,124</u></u>	<u><u>2,944,242</u></u>	<u><u>-</u></u>	<u><u>2,944,242</u></u>
Summary					
Committed for Contingency	295,000		295,000		295,000
Committed for Reserves	654,920		654,920		654,920
Unassigned Fund Balance	<u>1,654,198</u>	<u>340,124</u>	<u>1,994,322</u>		<u>1,994,322</u>
Total Fund Balance	<u><u>2,604,118</u></u>	<u><u>340,124</u></u>	<u><u>2,944,242</u></u>	<u><u>-</u></u>	<u><u>2,944,242</u></u>

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## Yvonne Kimball

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**From:** Susan Goodwin <[sgoodwin@cgsuslaw.com](mailto:sgoodwin@cgsuslaw.com)>  
**Sent:** Monday, April 21, 2014 8:21 AM  
**To:** Dwigins, Ryan (US)  
**Cc:** Yvonne Kimball; Phyllis Smiley  
**Subject:** RE: Remaining Abandoned Line in Dewey-Humboldt, AZ

Thank you.

---

**From:** Dwigins, Ryan (US) [<mailto:Ryan.Dwigins@am.jll.com>]  
**Sent:** Monday, April 21, 2014 8:08 AM  
**To:** Susan Goodwin  
**Cc:** Yvonne Kimball; Phyllis Smiley  
**Subject:** RE: Remaining Abandoned Line in Dewey-Humboldt, AZ

1. If you would like to provide the statute along with your application, I can run it by BNSF Law. However, I need the application filled out along with all of the other additional information (adjacent landowner, tax map, etc.). I cannot continue without it. Just because the property is abandoned, BNSF would still have to deed the property.
2. Yes, almost all of the sales took place prior to 2004.

### ***Jones Lang LaSalle - Proud Real Estate Partner of BNSF***

Ryan Dwigins  
 Associate Transaction Manager | Rail Practice Group  
 JLL  
 4300 Amon Carter Blvd, Ste. 100  
 Fort Worth, TX 76155  
 tel +1 817 230 2667 fax +1 312 601 1166  
[ryan.dwigins@am.jll.com](mailto:ryan.dwigins@am.jll.com)

- 3.

---

**From:** Susan Goodwin [<mailto:sgoodwin@cgsuslaw.com>]  
**Sent:** Monday, April 21, 2014 9:00 AM  
**To:** Dwigins, Ryan (US)  
**Cc:** Yvonne Kimball; Phyllis Smiley  
**Subject:** RE: Remaining Abandoned Line in Dewey-Humboldt, AZ

Thank you. We do have two more questions:

1. Your e-mail states that if the city would like to pursue "purchase" of the remaining railroad right-of-way, it should fill out an application. However, under 42 USC Section 912, the right-of-way would be "abandoned" to the Town. So if the Town decides to pursue this, I do not think it would be a purchase. Does the railroad disagree with this?
2. Dewey-Humboldt incorporated as a town in 2004. Did the prior sales take place prior to 2004?

Thank you for your assistance in this matter.

Susan Goodwin

---

**From:** Dwiggins, Ryan (US) [<mailto:Ryan.Dwiggins@am.jll.com>]  
**Sent:** Tuesday, April 15, 2014 11:36 AM  
**To:** Susan Goodwin  
**Subject:** Remaining Abandoned Line in Dewey-Humboldt, AZ

Susan,

Attached is what is remaining in Dewey-Humboldt, AZ. It is in Section 23 T13N R1E and totals 2.85 acres. If the City would like to pursue purchase, please fill out the attached application.

Thanks,

***Jones Lang LaSalle - Proud Real Estate Partner of BNSF***

Ryan Dwiggins  
Associate Transaction Manager | Rail Practice Group  
JLL  
4300 Amon Carter Blvd, Ste. 100  
Fort Worth, TX 76155  
tel +1 817 230 2667 fax +1 312 601 1166  
[ryan.dwiggins@am.jll.com](mailto:ryan.dwiggins@am.jll.com)

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Jones Lang LaSalle Americas, Inc.  
4300 Amon Carter Blvd., Suite 100  
Fort Worth, TX 76155  
tel +1 817-230-2667, fax +1 312-601-1166

Dear Applicant:

Please complete the attached Sale Application and return it ***along with a tax map, FSA map or survey map*** of the property you are interested in purchasing. Other helpful items to include with your application are your adjoining ownership deed, photos, tax plats, survey, title policy, legal description, aerial photos, etc.

Once your application is received with the requested items, we will pinpoint the location on the railroad maps and research your request. When the status of the property is determined, we will contact you.

During this time we ask for your patience, as we currently have hundreds of inquiries and are able to complete a fraction of those requests each year. **It could take at least one year before we are able to review your inquiry and contact you.**

As information, railroad sales are by Quitclaim Deed with the Buyer responsible for all closing costs (i.e. recording fees, transfer stamps, documentary fees, title insurance, survey, etc.). There is a minimum transaction amount of \$4,500 **or** the fair market value of the property plus a \$2,000 administrative fee, whichever is greater.

Please be advised that Jones Lang LaSalle has been contracted by BNSF Railway to conduct their real estate transactions. Due to this relationship, neither company will be able to pay any commissions on this sale. You will need to negotiate the payment of this commission directly with your client, if applicable.

Jones Lang LaSalle is acting as representative for BNSF Railway Company.

Feel free to contact me with any questions.

Sincerely,

Ryan Dwiggin  
Associate Transaction Manager  
ryan.dwiggin@am.jll.com  
www.joneslanglasalle.com

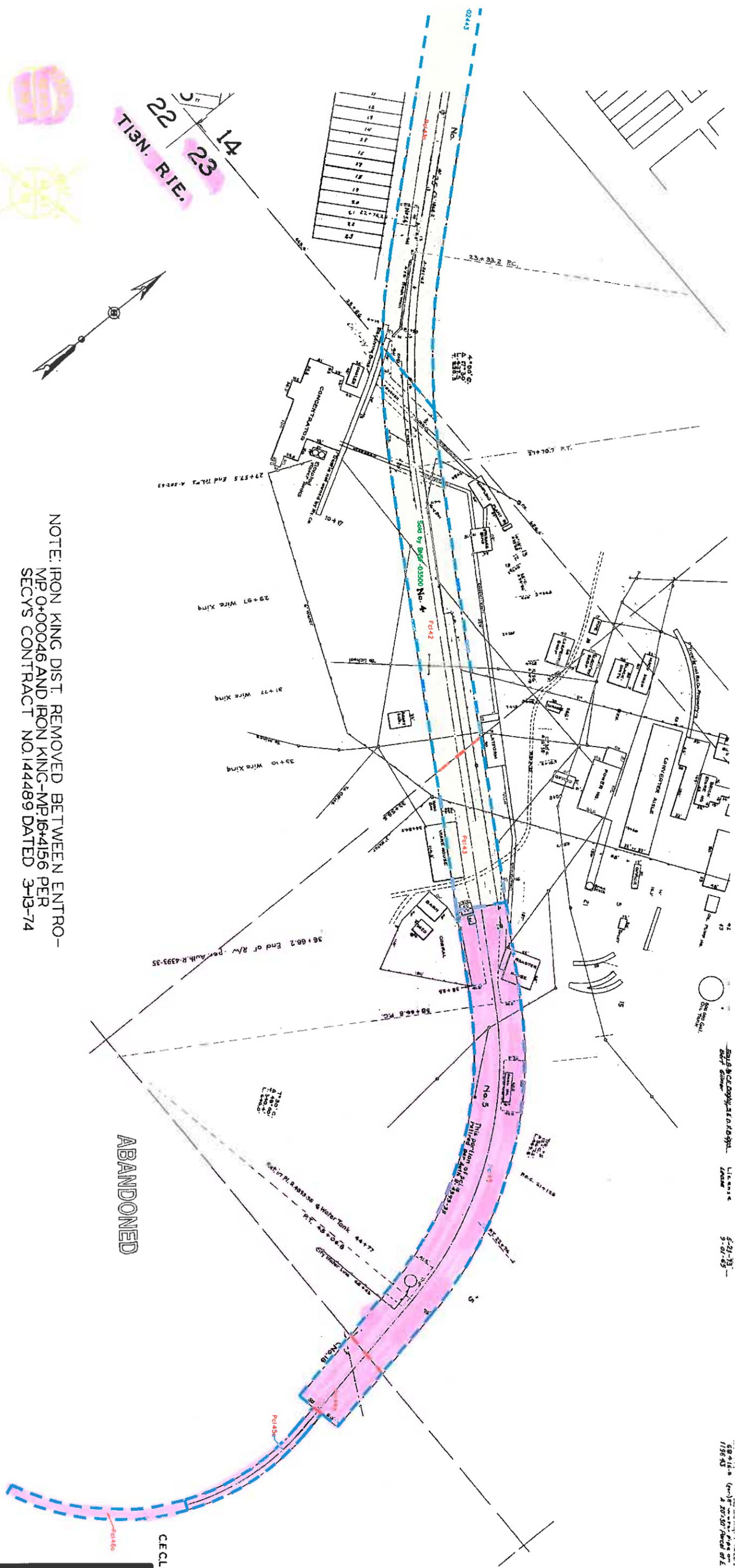


**APPLICATION FOR DISPOSITION OF LAND**

1. Community or station where site is located:  
 City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_  
 Address of Property: \_\_\_\_\_  
 Sec./Twnshp/Rng and/or nearest cross streets \_\_\_\_\_  
 Tax Assessor Parcel # of Property: \_\_\_\_\_
2. Applicant Name: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 (Is applicant's company a corporation, limited liability company, partnership, etc.?) \_\_\_\_\_
3. Applicant's Street Address: \_\_\_\_\_ Applicant's Phone Number: \_\_\_\_\_  
 Home: \_\_\_\_\_  
 Work: \_\_\_\_\_  
 Cell: \_\_\_\_\_  
 Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_
4. Dimensions of property: \_\_\_\_\_
5. Adjacent landowner? Yes \_\_\_\_ No \_\_\_\_ If YES, must attach copy of recorded deed.
6. Are you a current Lessee of the subject Property? Yes \_\_\_\_\_ No \_\_\_\_\_  
 If yes, what is the BNSF lease number \_\_\_\_\_, annual rental \_\_\_\_\_?
7. Are there any tracks, improvements, equipment or other structures on the Property?  
 Yes \_\_\_\_ No \_\_\_\_ If yes, explain: \_\_\_\_\_
8. Proposed Use of property: \_\_\_\_\_
9. Price Offered: \$ \_\_\_\_\_
10. **Please attach a tax parcel map, survey or FSA map and a copy of your adjoining ownership deed** and any additional documentation that will assist us in properly identifying the exact location of the requested property. (i.e. local area map, sketch drawing w/measurements, tax assessors records, plat maps, surveys, etc.)
11. **All transactions are by Quitclaim Deed with the buyer/grantee responsible for all closing costs. There is a minimum transaction amount of \$4,500 or fair market value of the property + a \$2,000 administrative fee, whichever is greater.**
12. *Jones Lang LaSalle is acting as representative for BNSF Railway Company. All transactions are subject to final approval by BNSF Railway.*

**Applicant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Return to: Ryan Dwiggin  
4300 Amon Carter Blvd., Suite 100  
Fort Worth, TX 76155  
Phone- 817/230-2667 Fax- 312/601-1166  
E-mail: [Ryan.Dwiggin@am.jll.com](mailto:Ryan.Dwiggin@am.jll.com)



NOTE: IRON KING DIST. REMOVED BETWEEN ENTRO-  
 MP 0+00046 AND IRON KING-MP 16+4156 PER  
 SECYS CONTRACT NO. 144489 DATED 3-13-74

ABANDONED

Chief Engineer's Office
   
 200
   
 City of Dewey-Humbolt
   
 Regular Meeting Packet
   
 For
   
 City Council
   
 May 20, 2014
   
 Reviewer: 08-23



**TOWN COUNCIL REGULAR MEETING**

**May 20, 2014, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item # 11.4 Resolution 14-110 Regarding Acquisition of Land through Donation by Mr. Paul Manganella.**

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Date submitted: May 15, 2014**

**Recommendation: Adopt Resolution 14-110**

**Summary:**

In April, Mr. Paul Manganella advised that he wishes to donate a piece of property located off Newtown Ave. to the Town for the purpose of a public park. According to the County Assessor's database, the property is 1.63 acres with an assessed cash value of \$18,000.

The property has a code violation against it, which Mr. Manganella made me aware of when he advised me of his intent to donate. In August 2013, Mr. Manganella graded some properties including the piece of interest without proper permits. The hearing for the code violation took place yesterday and the hearing officer (Judge Kelley) has made a ruling for Mr. Manganella to apply for the grading permit within 30 days or pay a fine of \$2,000. Mr. Manganella has requested an extension to the original date of compliance. The Hearing Officer granted the extension to September 20, 2014.

Upon consultation with legal counsel, staff recommends the council proceed with preparation work in order to accept the donation.

**RESOLUTION NO. 14-110**

**A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN ATTORNEY TO OBTAIN A LEGAL DESCRIPTION, PRELIMINARY TITLE REPORT AND PHASE 1 ENVIRONMENTAL SITE ASSESSMENT AND TAKE OTHER NECESSARY ACTIONS PREPARATORY TO ACCEPTING A DONATION OF REAL PROPERTY FOR TOWN PARK PURPOSES.**

**WHEREAS**, the continued growth and development of the Town of Dewey-Humboldt requires the acquisition of certain real property; and

**WHEREAS**, a resident of the Town has offered to donate certain real property for Town park purposes and the Town Council has determined that acceptance of the real property would be a benefit to the Town and its residents; and

**WHEREAS**, prior to acquisition of such property, the Town must take certain actions preparatory to acceptance of the donation of real property,

**NOW, THEREFORE BE IT RESOLVED** by the Common Council of the Town of Dewey-Humboldt, County of Yavapai, Arizona:

1. That the Town Manager and Town Attorney are hereby authorized and directed to obtain a legal description for the real property to be donated to the Town for park purposes, to obtain a preliminary title report and to obtain a Phase 1 Environmental Site Assessment on the property and to take other necessary actions preparatory to accepting a donation of the real property for park purposes; and
2. That the Town Manager is directed to present the above information to the Council for possible approval to proceed with the acquisition.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona this \_\_\_ day of \_\_\_\_\_, 2014.

---

Terry Nolan, Mayor

ATTEST:

---

Judy Morgan, Town Clerk

APPROVED AS TO FORM:

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Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.  
Town Attorney  
By: Susan D. Goodwin