

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

Tuesday, April 21, 2015, 6:30 P.M.

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

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

AGENDA

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 Arlene Alen, Mark McBrady, Dennis Repan, Doug Treadway, Nancy Wright; Vice Mayor Jack Hamilton; 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.

4.1 Environmental Protection Agency (EPA) Superfund clean-up project update and possible next steps (30 to 45 minutes presentation with questions and answers).

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

5.1. Community Development Block Grant (CDBG) progress.

Page **6. Consent Agenda.**

5 **6.1. Minutes.** Minutes from the February 24, 2015 Special Meeting.

7. 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.

- Page 7 **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.
- 21 **8.1. Possible engineering solutions to “Chaparral Gulch” neighborhood ingress/egress issue and Council direction of next steps.** (Continued from the March 3rd and 17th meetings)
- 25 **8.2. Replacement and re-use plan for current Town information sign located at the intersection of Third St. and S.R. 69.** Possible direction to how to proceed. (Responding to the direction from the April 7th meeting original discussion)
- 8.3. Ordinance 15-112 Code of Ethics Ordinance amending Town Code Section 35.06 Compliance and Enforcement.** Possible adoption, rejection or adoption with modifications. (Directed at the March 24th Council meeting)
- 31 **9. Discussion Agenda – New Business.** Discussion and Possible Action on matters not previously presented to the Council.
- 45 **9.1. 2015 Spring Chip-seal contract award.** Possible council awarding or rejecting of the contract.
- 47 **9.2. Extend Town of Dewey-Humboldt Town hall business hours back to the original 8am-5pm M-F, with the exception of holidays.** [CAARF requested by CM Reapan]
- 9.3. Consideration of the offer made by Mr. McBrady, Town Hall/Town Sheriff Office facility landlord, regarding (Humboldt Station Inc.) selling to the Town the current leased properties and their surrounding units and real properties located at Humboldt Station at 2735 S. State Route 69, Dewey-Humboldt (APN 402-08-079B) and its adjacent property (APN 402-09-024F).** 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.
- 9.3.1. Recess into and hold an executive session** pursuant to A.R.S. § 38-431.03(A)(7) for discussions or consultations with designated representatives of the Town in order to consider its position and instruct its representatives regarding negotiations, for the potential purchase or lease of real property, Humboldt Station Inc. located at 2735 S. Highway 69, Dewey-Humboldt, Arizona (APNs 402-08-079B and 402-09-024F).
- 9.3.2. Reconvene Regular Meeting.**

10. Public Hearing Agenda.

THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.

- 11. 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.

12. Adjourn.

For Your Information:

Next Town Council Regular Meeting: Tuesday, May 5, 2015, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, May 7, 2015, at 6:00 p.m.

Next Town Council Work Session: Tuesday, May 12, 2015, at 2:00 p.m.

If you would like to receive Town Council agendas via email, please sign up at 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 _____, 2015, 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 OF DEWEY-HUMBOLDT
TOWN COUNCIL
SPECIAL ECONOMIC DEVELOPMENT VISIONING #3 MEETING MINUTES
FEBRUARY 24, 2015, 2:00 P.M.**

A SPECIAL ECONOMIC DEVELOPMENT VISIONING #3 MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, FEBRUARY 24, 2015, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR PRESIDED.

1. **Call To Order.** The meeting was called to order at 2:00 p.m.

2. **Roll Call.**

2.1. Town Council. Town Council Members Arlene Alen, Mark McBrady, Dennis Repan, Doug Treadway, Nancy Wright; Vice Mayor Jack Hamilton; and Mayor Terry Nolan were present.

3. **Special Study Agenda.** No legal action to be taken. The Session is facilitated by Mr. Richard Bowen, Northern Arizona University faculty – Associated Vice President, Economic Development, Sustainability, and Phoenix Bio-Medical Campus Office of the President.

3.1. Presentation and discussion of the compiled report(s) from the last two meetings (on February 25 and March 25, 2014), which may include a draft economic work plan.

Mr. Richard Bowen was present and gave his presentation for the consideration of Dewey-Humboldt's long-term strategic economic development plan. He reviewed economic development considerations: need good accessible roads; infrastructure and a support system in place; be proactive and plan well; capitalize on the positive attributes; rural lifestyle, historic tourism, country town environment; governments tend to impede the progress of economic transactions so there is a need to balance the regulatory burden; build a process to evaluate what the citizens want; challenges reflect the evolution of the community.

Mr. Bowen spoke about a process to start on a work plan: need investments from private, public, non-profit, council, etc.; allow for flexible zoning to increase the opportunity to bring more businesses to the area; reviewed ECONA discipline process; must measure goals and progress; need to have people who can do things in the community. Recommended making contacts and reaching out to investors, focusing on getting retail businesses interested in the Town. He provided the council with handouts to give examples and stimulate thinking for developing a plan of action for the Town. He spoke about growth and economic development of Phoenix and other surrounding areas. He believes there is opportunity to change the economic value of the community without changing the small town image or damaging the rural lifestyle.

Questions and comments from Council were presented in regards to the process for getting started (Mayor Nolan), having better signage and locating them on highway corners and brochures for listing available commercial property (CM McBrady), having obtainable workforce for potential businesses/manufactures (CM Repan), breaking down the sectors within the Town and reviewing the branding issue and tourism (CM Alen), attracting businesses who respect and fit the rural lifestyle (CM Treadway), desire to review success from other comparable towns (CM Wright).

Town Council Special "Economic Development Visioning #3" Meeting Minutes, February 24, 2015
Mr. Bowen spoke about zoning, keeping Highway 69 a major focus of activity, attracting those things that fit within the community. AZ Commerce Authority a good source for resources and information; network with other community leaders. Keep focus on the uniqueness of the community; don't duplicate what is already established in larger sectors; put in a winery, small shops, etc.; examples given from other AZ towns similar in size situation. Council is tasked to look down the road, to have a vision for the future, as growth pressures come, somewhere down the road someone will have to make decisions. For slow gradual improvement or gradual decline. Opportunities will come along. Good planning and vision is vital to success.

Jerry Brady spoke about training at Yavapai College for economic development; major interest is history based tourism; affordable housing and eligibility for low cost housing; grants available to veterans and to the general public with different terms; majority of citizens eligible for funding due to large population of low income citizens.

Sandra Goodwin spoke about her desire to see the Town consider purchasing the Town Hall; good location, plenty of space for future growth, draw people into the area and supporting business interested, get the people off the highway and get them stopping at Humboldt station, prime opportunity now to do something for the future.

David Nystrom spoke about his history in the area and his concerns about growth and property values.

Carl Marsee spoke about tourism: Dewey Humboldt Historical Society is looking into having some charter buses to bring people to the D-H museum. He solicited the Councils help, and hopes for a good working relationship to keep the museum here.

Mayor Nolan thanked Mr. Bowen for coming and making his presentation. He expects to see CAARFs pertaining to this subject come to the Council in the near future.

4. **Comments from the Public.**

Jerry Brady spoke about the system of loop tours for history based tourism; have opportunities through participation from the local Chamber of Commerce and other civil organizations to participate in the Highway 69 rural community development and business consortium.

5. **Adjourn.** Meeting adjourned at 4:04 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk



TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
Phone 928-632-7362 ▪ Fax 928-632-7365

TOWN COUNCIL REGULAR MEETING

April 21, 2015 – 6:30 pm Town Council Meeting Chambers

Agenda Item #8.1. Possible engineering solutions to “Chaparral Gulch” neighborhood ingress/egress issue and Council direction of next steps.

To: Mayor and Council Members

From: Ed Hanks, Public Works Supervisor

Date submitted: April 17, 2015

Recommendation: Two options:

- 1. Continue the current status (which is legal).**
- 2. Town to do something different than what it is now: choose Engineering Report Option #1 to develop the undeveloped direct ROW connection from S. First St. to E. Main St. (see the Green highlight).**

Summary:

At the March 3rd and 17th meetings, Council discussed the situation of the egress/ingress for the Chaparral Gulch neighborhood. Council directed staff to look into some options.

I met with the Town’s On-call Engineer, SWI’s Richard Aldridge, P.E. Mr. Aldridge reviewed the area and all possible access points to and from the First Street/Chaparral Area. He analyzed the situation and provided a report (attached).

To summarize, there were 7 possible access routes. I condensed them into a color map which is enclosed. Five of the seven options were not recommended (orange) due to numerous reasons. We recommend #1 which is to develop the undeveloped direct ROW connection from S. First St. to E. Main St. (see the Green highlight).

There are a few issues that need to be determined before any work would occur for all options, such as, ROW location (survey), utility, slope etc. I am working on a preliminary cost estimate for the recommended option, which will be presented at Tuesday’s meeting.

Attachments: Town staff prepared color maps to summarize 7 options, SWI report.

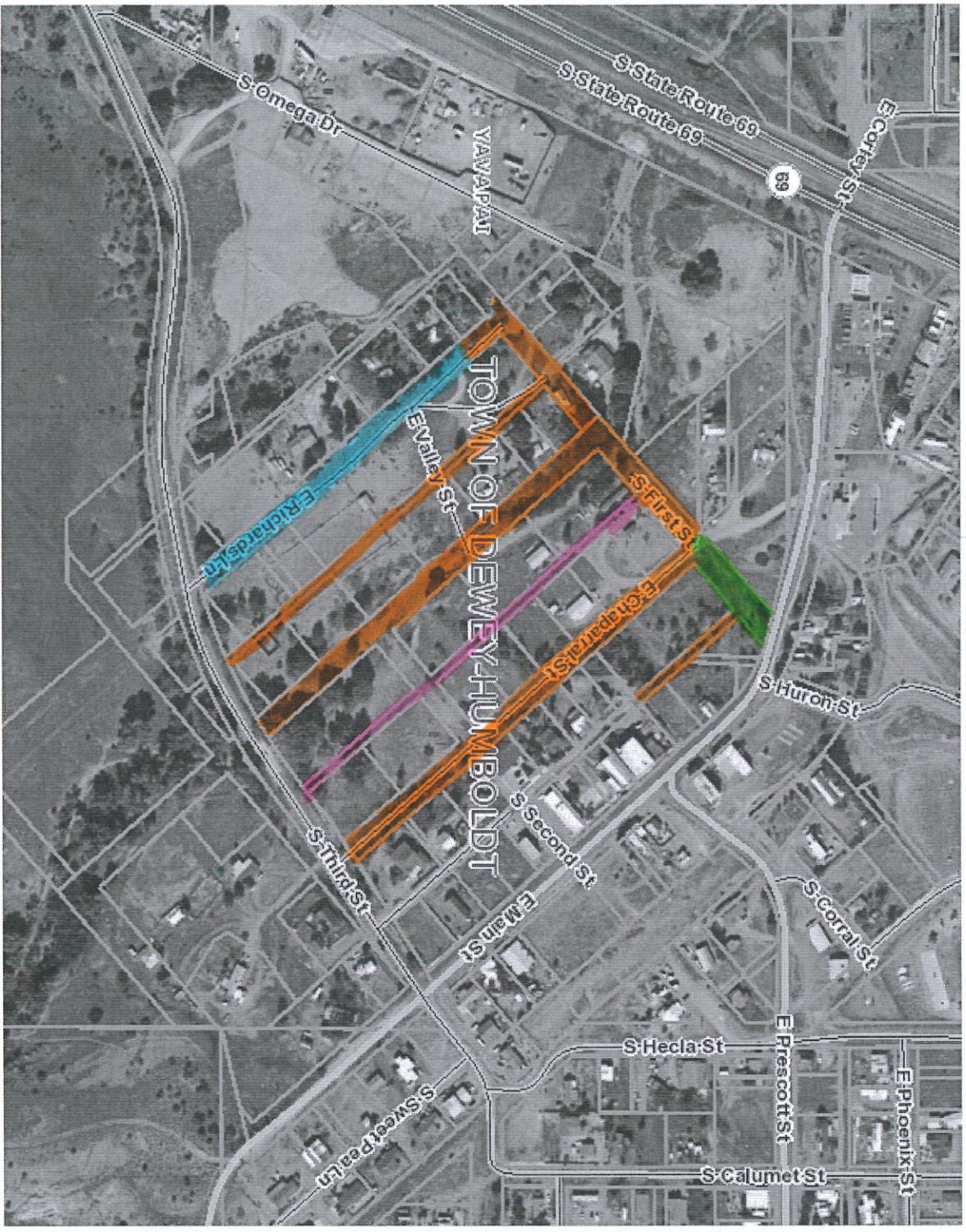
option 1

Not recommended due to numerous reasons

option 2

Existing parcel road

Chaparral



Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

Map printed on: 4.16.2015

Legend

- City Boundaries
- Cottonwood
- Peoria
- Prescott
- Sedona
- Camp Verde
- Chino Valley
- Clarkdale
- Dewey-Humboldt
- Jerome
- Prescott Valley
- Wickenburg
- County Boundary
- Counties
- Parcels
- Major Roads
- Interstate
- State Highways
- Major Roads
- Road Centerlines
- Cities
- City Boundaries
- Cottonwood
- Peoria
- Prescott
- Sedona
- Camp Verde
- Chino Valley
- Clarkdale
- Dewey-Humboldt
- Jerome
- Prescott Valley
- Legend truncated...



April 14, 2015

Town of Dewey-Humboldt
2735 South Highway 69, Suite 12
Humboldt, AZ 86329
Attn: Ed Hanks, Public Works Supervisor

RE: 1st - 3rd Street Access Recommendations

Mr. Hanks,

As a follow up to our site visit on March 19, 2015 to review the access from 3rd Street to several parcels, I offer the following comments:

PARCEL AND ROW DATA (Exhibit Attached):

- The 1st Street, Chaparral, the unnamed 50' ROW and E. Richards ROW's all are 50'+/- in width. The Humboldt Subdivision plat map from 1906 is attached showing parts of the area and the ROW's at 50' and the alleys at 16'+/- were assumed to be consistent.
- 1st Street, E. Chaparral Street, the two parallel Alleys to the north and south of Chaparral and the 50' ROW between E. Chaparral Street and E. Richards Lane are all public ROW with a parcel number of 800-27-005P.
- E. Richards Lane and the parallel alley parcel to the north east are noted as parcel 800-27-006P
- 3rd Street is parcel 800-27-005R and is 70'+/- in width per the Humboldt plat.
- The road designated as E. Valley Street appears to be on private property across parcels 402-10-064D and 402-10-063A and is not actually a road.
- The existing dirt road access from E. Main Street to 1st Street crosses private parcel numbers 402-08-039D and 402-08-079B and the E. Main St ROW parcels 800-27-005N and 800-27-005M.
- There are several parcels adjacent to E. Main in the vicinity of 1st Street that appear to be landlocked. They include 402-08-044B, 402-08-044A and 402-08-044E.

The Humboldt Subdivision map from 1906 is attached for your reference.

ACCESS FROM E. MAIN STREET:

As noted above, the existing steep roadway from E. Main Street to 1st Street crosses parcels owned by Humboldt Station (402-08-079B) and the Peloso Living Trust (402-08-039D) as seen in the photo below. The existing access is most likely not dedicated as public easement or ROW and therefor may be illegal unless there are easements or other agreements in place.

There is a direct ROW connection from S. First Street to E. Main adjacent to parcel 402-08-039D which could serve as legal access, but it is steep and may be expensive to create a reasonable roadway gradient. The typical emergency services vehicle maximum grade is 10% and the access at that point would be approximately 12%. Cutting and filling would be required. Retaining walls may also be required to keep a 24' roadway within the 50' ROW width if additional easements were not granted to the Town.



The direct connection to 1st Street from Main Street may be a viable option since the ROW width would allow some cut/fill slopes and there would be no drainage improvements required. It is assumed that utilities are absent from this ROW.

ACCESS FROM 3RD STREET VIA THE 16' CHAPARRAL ST. ALLEY:

The alley width is only 16' along this corridor. It is currently being used for access to several residents from S. Second Street. It has a severe drop off just south of parcel 402-10-014, and due to its narrow 16' width, would require easement acquisition from adjacent parcels and improvements to the existing alley to reach the extension of 1st Street at Main Street. Utilities are also assumed to be located in the alley, which may require relocation. The 16' width basically will not allow the construction of a two-way road.

Access via the Chaparral St. Alley would not be recommended by SWI.

ACCESS FROM 3RD STREET VIA THE UNDEVELOPED E. CHAPARRAL STREET ROW:

The cross-slope is very steep which would require cuts and fills to accommodate any reasonable roadway gradients. There is also an existing gas line in the corridor that would potentially have to be relocated to allow cutting and filling of a roadway.



A very steep, two track section on Chaparral can be seen on the hill next to the house in the photo (above left) taken from E. Main Street. The steep cross-slope can be seen in the photo (above right) taken from 3rd Street.

There are drainage channels that would need to be crossed along the corridor as well. This alignment may be feasible with the construction of retaining walls to contain the slopes and mitigation of the steep section in the photo (above left), relocation of the gas line, construction of culvert crossings and possible easement acquisitions.

Access via the undeveloped E. Chaparral St. ROW would not be recommended by SWI due to an anticipated high construction cost.

ACCESS VIA THE 16' ALLEY SOUTH OF E. CHAPARRAL STREET:

The alley width is only 16' along this corridor. It has a steep drop just off 3rd Street with several tree groupings along its alignment. Due to its narrow 16' width, it would require easement acquisition from the adjacent parcels and has at least one drainage crossing that would require a low water ford or culvert improvements. The grades are reasonable. The 16' width basically will not allow the construction of a two-way road without encroachment onto the adjacent parcels.



This is actually a good alignment for a two-way road if additional easements can be obtained and if some of the trees can be removed.

ACCESS VIA THE 50' UNNAMED ROW BETWEEN E. CHAPARRAL AND E. RICHARDS FROM 3RD STREET:

This 50' ROW generally lies entirely in the 100 –yr flood zone for the wash in which it runs. We would not recommend construction in this corridor as it would require a flood study, possibly 404 and FEMA permitting, accommodation of lower frequency storms in side channels and could result in no access to the parcels during high volume stormwater events.

ACCESS VIA THE 16' ALLEY NORTH OF E. RICHARDS LANE:

The alley width is only 16' along this corridor. There appears to be a significant number of encroachments into the alley from the adjacent parcels. Due to its narrow width, it would require easement acquisition from adjacent parcels. The grades appear reasonable. The 16' width basically will not allow the construction of a two-way road.

Access via this Alley would not be recommended by SWI.

ACCESS FROM 3RD STREET VIA THE E. RICHARDS LANE ROW:

This access is partially developed from 3rd Street to the undocumented access across parcel 402-10-064D. There is a steep, undeveloped section at the end of Richards Lane at the S. 1st Street intersection on both Richards and 1st St. There also appears to be a residence that may be constructed within the 1st Street ROW. That would require a survey to determine if any encroachment exists. There is also the FEMA flood plain that would need to be crossed, including removal of significant trees.

This would be a great access if there was sufficient unobstructed ROW, a low frequency storm low water culvert/crossing could be installed and we didn't have to move any structures. A concern would be that during high flow conditions, the homes on the east side of the wash may not be accessible.



The house on the right (left photo) may be encroaching into the 1st Street ROW at Richards Street. The unofficial access across parcel 402-10-064D can be seen in the photo to the right.

GENERAL RECOMMENDATIONS:

It would appear that access directly off of Main Street at 1st Street may be a feasible option depending on the actual ROW locations, steepness of the existing slopes at the connection point, ability to cut/fill as necessary to create a maximum 10% slope and address any utility conflicts/relocations that may exist in the ROW. This may be the lowest cost option and would require further review.

A second choice would be access via the 16' alley to the west of the undeveloped Chaparral Street ROW. The alignment does not appear to have any encroachments, but would require tree removal and possibly additional easement widths to accommodate at least an 18' wide road for two way traffic.

Access to 1st Street from virtually all the adjacent public rights-of-way or ally's is very problematic. A straightforward option does not present itself. Further investigation of each site, including actual ROW widths, elevations and utility data would be required so that reasonable cost estimates can be developed and a suitable alignment selected for design. Easement acquisition and land costs would need to be investigated by the Town.

The recommendations and observations included in this letter are based on a drive by site visit, aerial mapping available from the Yavapai County GIS department, the USGS 20' contour maps for elevation information and the 1906 Humboldt Subdivision plat.

If you have any questions, please contact me at your earliest convenience.

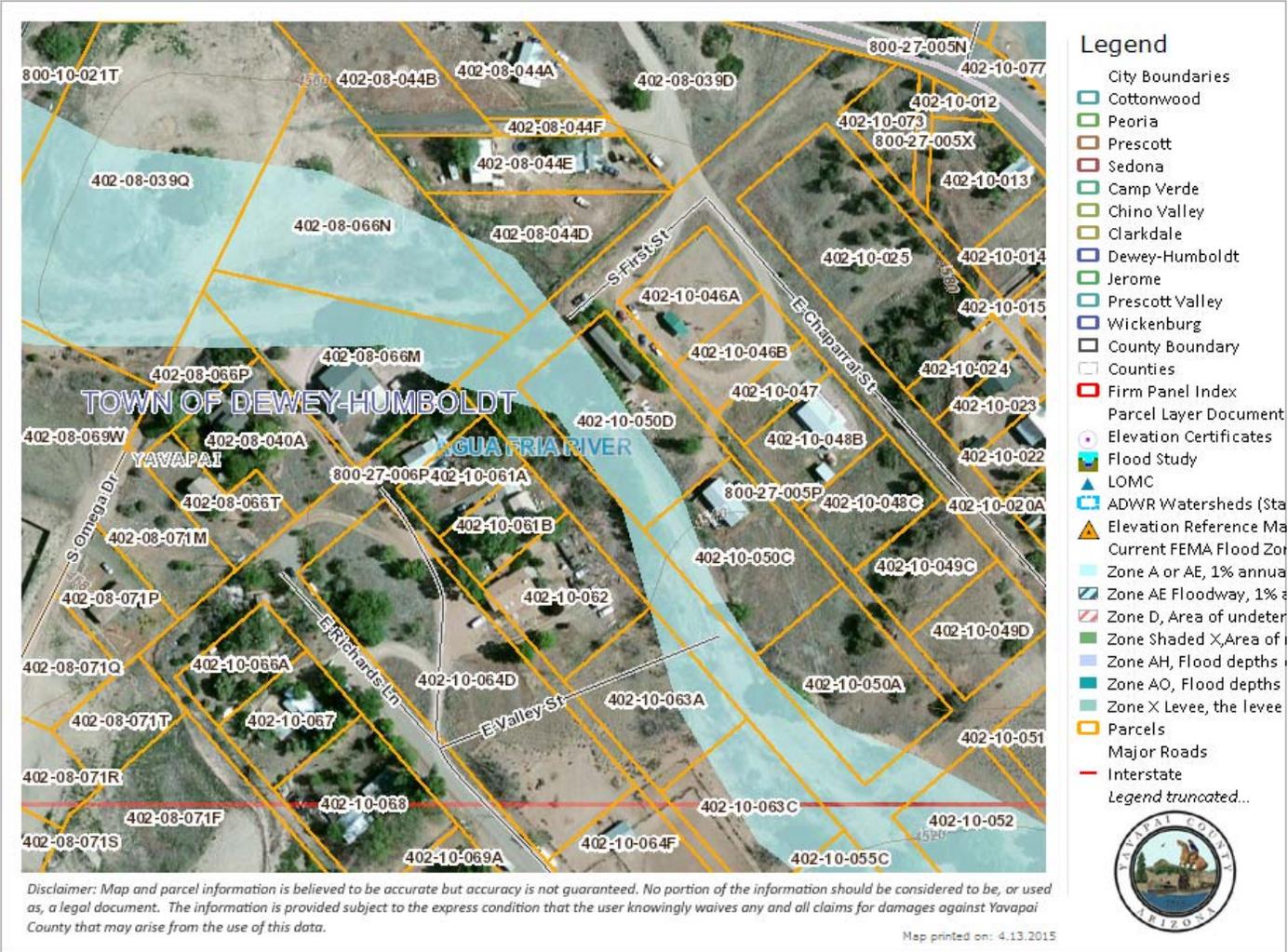
SHEPHARD-WESNITZER, INC.

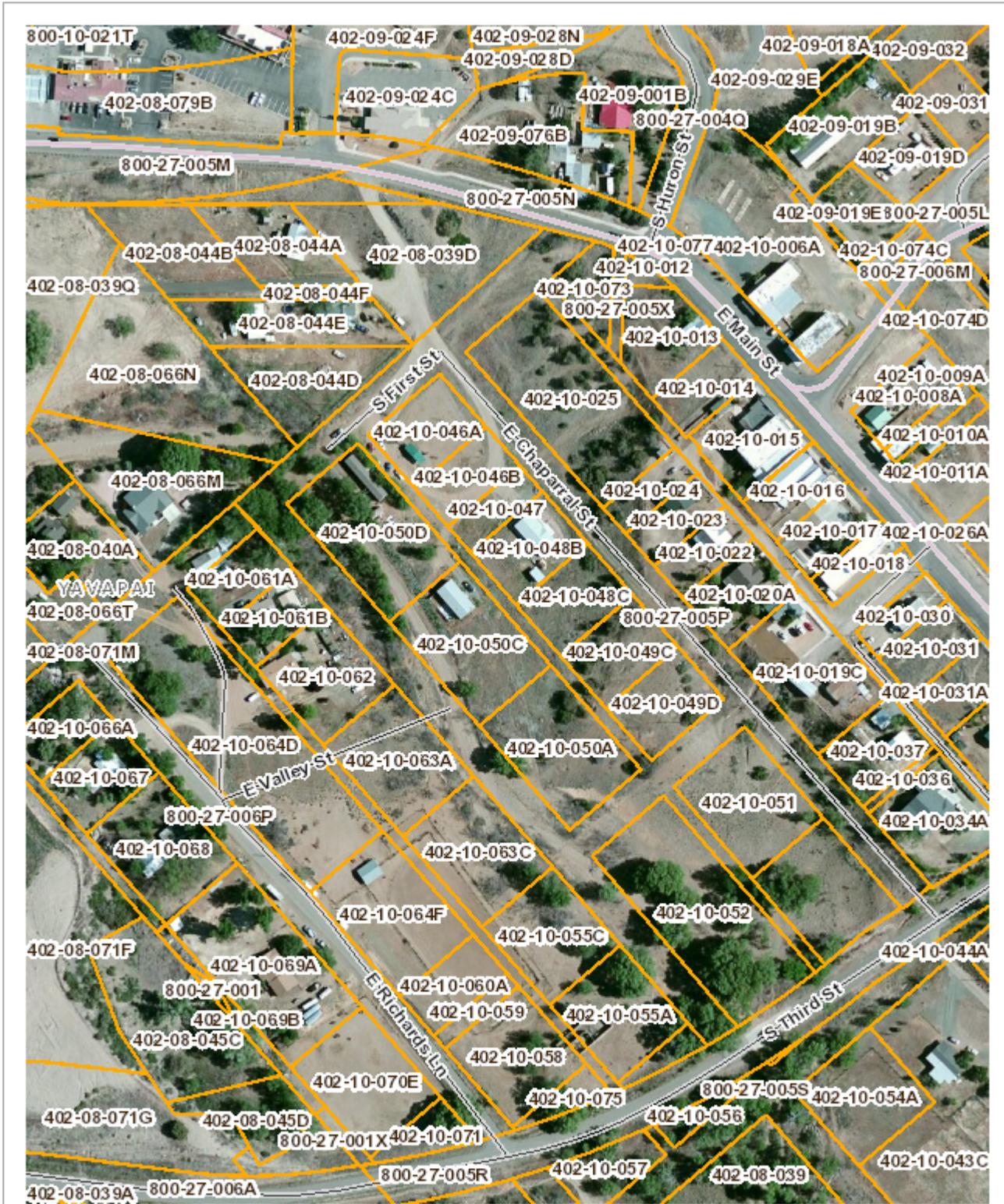


Richard Aldridge, PE, MBA
Office Manager

Attachments:

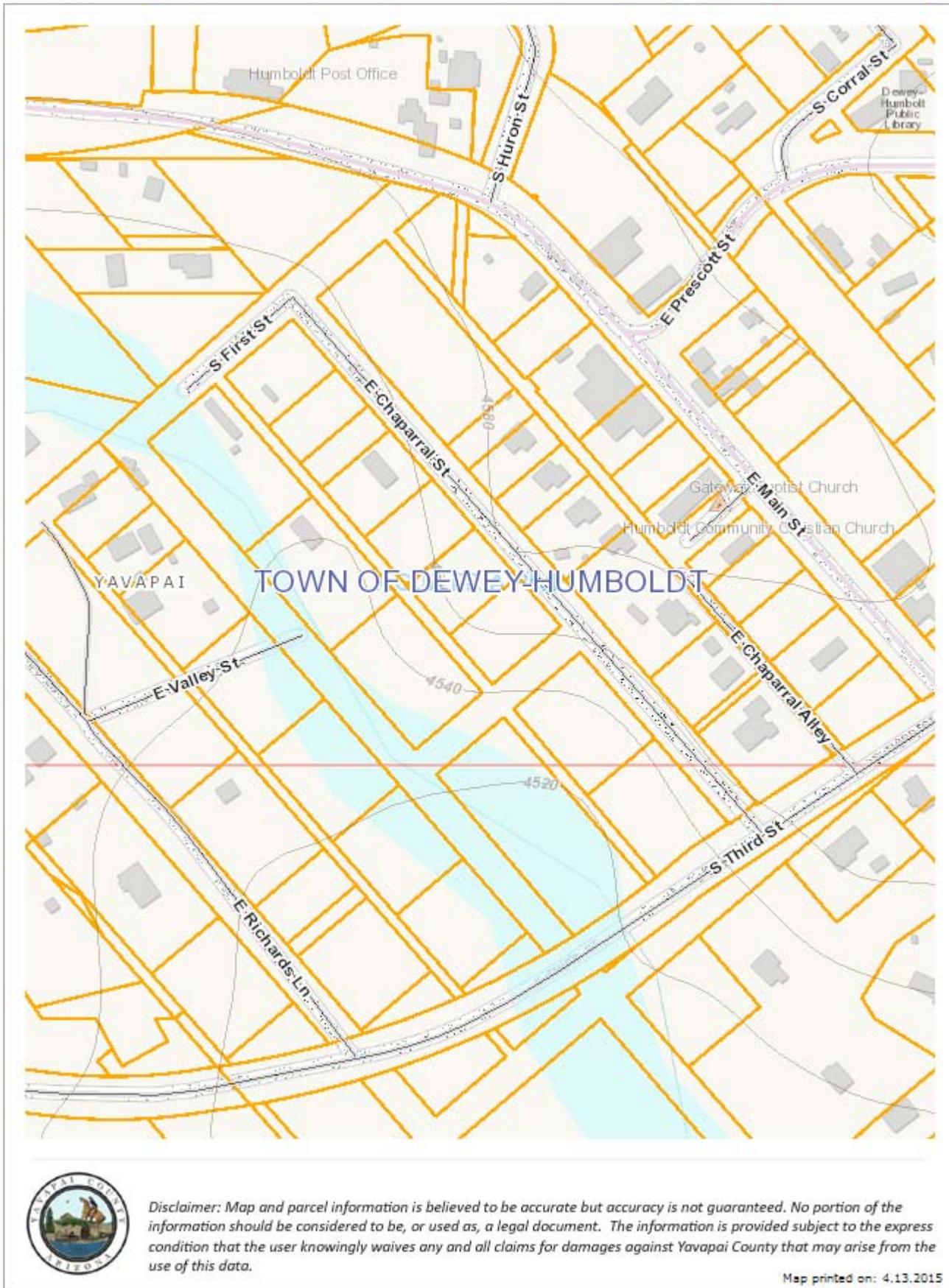
- 1st Street Flood Limits Exhibit
- Area Parcel/Street Map with Parcel Numbers
- Streets – Parcel Map
- Streets – Parcel Map with Aerial Photo Background
- 1906 Humboldt Subdivision Plat Map





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Map printed on: 4.8.2015



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Map printed on: 4.13.2015



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Map printed on: 4.13.2015

TERRITORY OF ARIZONA, }
 County of Yavapai. } ss.

Before me, T. G. Norris, a Notary Public in and for said County and Territory, personally appeared C. E. Finney, Vice-President and General Manager of the Arizona Smelting Company, owner of the land upon which the town of Humboldt, Yavapai County, Arizona, is situated, and acknowledged to me that the map or plat hereto attached is a correct plat of said townsite, showing the blocks, lots, streets and alleys with the respective numbers, width and location thereof, which plat was made by G. A. Mayland, and dated the 25th day of January, 1906.

And further acknowledged that said Corporation did cause said plat to be made and the streets to be donated for public use, in compliance with the provisions of Article 11, Chapter 9, Title 2, of the Revised Statutes of Arizona, 1901, and asks that the same may be recorded in accordance with the law.

C. E. Finney

Subscribed and sworn to before me, this 3rd day of February, 1906.

T. G. Norris,
 Notary Public.

Seal.

My Commission expires
 19th March 1906.

598
 Recorded at Request of
 Herndon & Norris
 Feby 8th A.D. 1906
 At 4:00 o'clock P.M.
 In Book 1 of Townsites
 Pages 151-153
 Records of Yavapai County, Arizona.

Roland Mosher,
 County Recorder

By E. C. Averyt, Deputy

Seal.

Re-copied
 In Book 2 of Plats,
 Page 8
 Records of Yavapai County, Arizona.
 August 9th 1909.

J. C. Bradbury,
 County Recorder

By Jules Baumann,
 Deputy Recorder.

Seal.

MAP OF

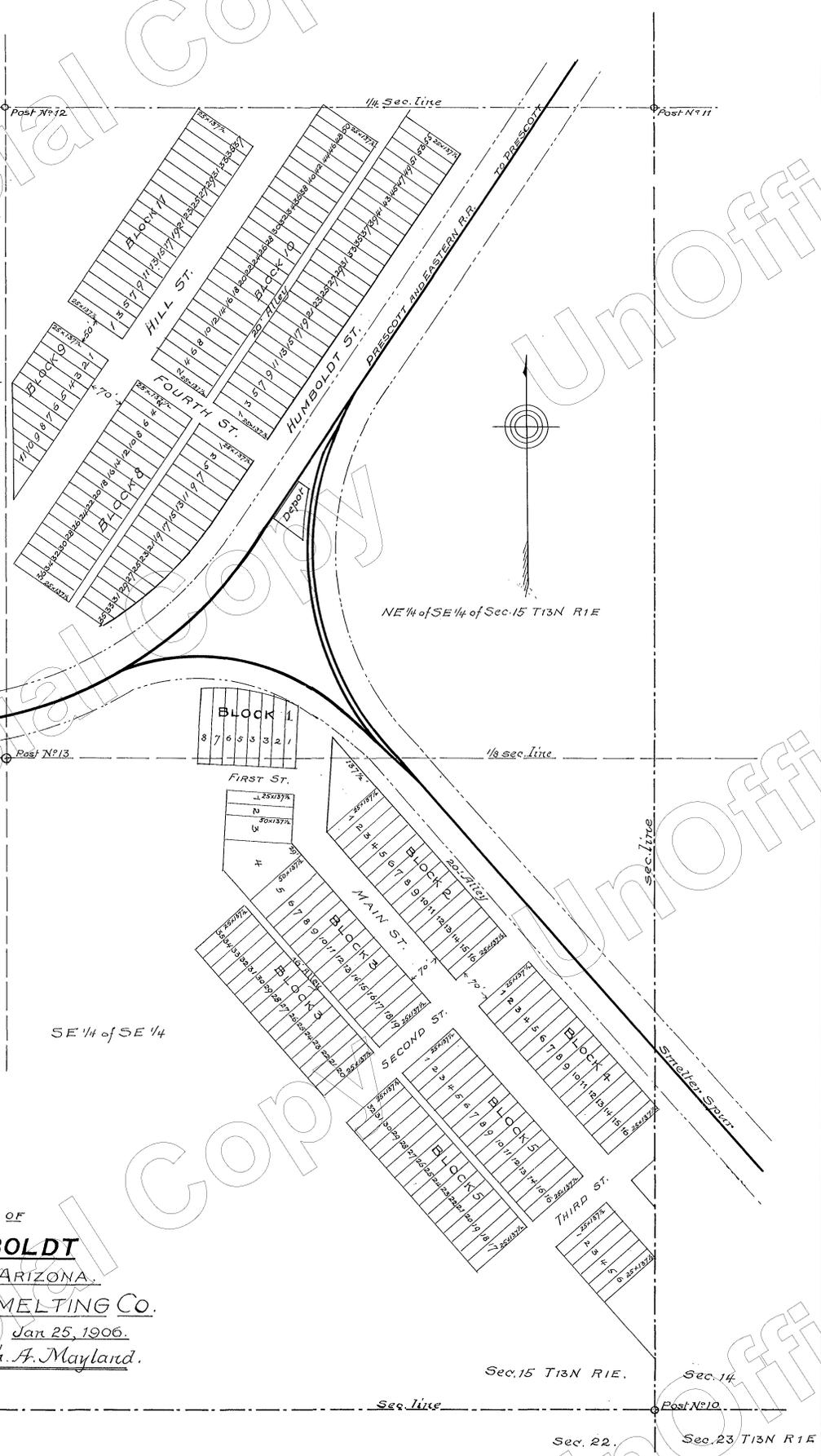
HUMBOLDT

YAVAPAI Co., ARIZONA.

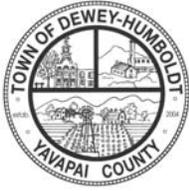
ARIZONA SMELTING Co.

(Scale 1"=160') Jan 25, 1906.

Surveyor G. A. Mayland.



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TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
Phone 928-632-7362 ▪ Fax 928-632-7365

TOWN COUNCIL REGULAR MEETING

April 21, 2015 – 6:30 pm Town Council Meeting Chambers

Agenda Item # 8.2 Replacement and re-use plan for current Town information sign located at the intersection of Third St. and S.R. 69.

To: Mayor and Town Council Members

From: Ed Hanks, Public Works Supervisor

Recommendation: Decide the font, color scheme and verbiage for the new larger sign.

Date submitted: April 17, 2015

Summary:

At the April 7th Council meeting, staff gave the Council a synopsis of replacing the existing Highway 69 “welcome sign”. The Council directed staff to obtain some sign concepts of less words and “simpler” font. We came up with four samples for you to examine and comment on. Cost is the same - \$2,346.17.

DEWEY-HUMBOLDT

Materials:

- .125 Aluminum Gauge
- 3M 4090 White Diamond Grade Reflective Sheeting
- 3M 1179 Brown ElectroCut Film

168" x 84"



Quantity - 1

168" x 84"



Quantity - 1

PLEASE READ CAREFULLY BEFORE APPROVING YOUR PROOF: The customer is responsible for making any changes or corrections to this proof. Trafficade Signs & Sales is not responsible for any errors or omissions on proof that have been approved by the customer. Quoted lead times are based only on PO dates not on quote or proof dates.



DEWEY-HUMBOLDT

Materials:

- .125 Aluminum Gauge
- 3M 4090 White Diamond Grade Reflective Sheeting
- 3M 1179 Brown ElectroCut Film

168" x 84"

**WELCOME TO
DEWEY ★ HUMBOLDT
"ARIZONA'S COUNTRY TOWN"
ENJOY YOUR VISIT!**

Quantity - 1

168" x 84"

**WELCOME TO
DEWEY-HUMBOLDT
"ARIZONA'S COUNTRY TOWN"
ENJOY YOUR VISIT!**

Quantity - 1

PLEASE READ CAREFULLY BEFORE APPROVING YOUR PROOF: The customer is responsible for making any changes or corrections to this proof. Trafficade Signs & Sales is not responsible for any errors or omissions on proof that have been approved by the customer. Quoted lead times are based only on PO dates not on quote or proof dates.



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ORDINANCE No. 15-112

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, COUNTY OF YAVAPAI, ARIZONA, AMENDING THE TOWN OF DEWEY-HUMBOLDT, ARIZONA CODE OF ORDINANCES, TITLE III ADMINISTRATION, CHAPTER 35 CODE OF ETHICS AND CONDUCT, § 35.06 COMPLIANCE AND ENFORCEMENT RELATED TO COMPLAINTS OF VIOLATION OF THE ETHICS CODE, PROCEDURES AND SANCTIONS; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES

Be it ordained by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, as follows:

Section I. In General

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title III Administration, Chapter 35 Code of Ethics and Conduct, Section 35.06 Compliance and Enforcement is hereby amended to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

§ 35.06 COMPLIANCE AND ENFORCEMENT.

(A) Public officials take an oath when they assume their duties to uphold the laws of the United States of America, the State of Arizona, and the Town of Dewey-Humboldt. Therefore, it is the intent of the Town Council to educate and, where necessary, to discipline public officials who violate this chapter.

(B) The process for enforcement follows:

(1) If a resident (complainant) thinks that a violation of this chapter has occurred, ~~they~~ HE shall complete a complaint form AND FILE IT WITH THE TOWN CLERK WITHIN FOURTEEN DAYS OF THE DISCOVERY OF THE ALLEGED VIOLATION. The form will be available online or at Town Hall. The form will include the date of filing the complaint, the date of the ALLEGED violation, the facts supporting the complaint, which part of the code ~~was~~ IS ALLEGED TO HAVE BEEN violated, and the name of the person ~~that~~ ALLEGED TO HAVE violated the code. The complainant will supply contact information so ~~they~~ HE can be told of the outcome of ~~their~~ THE complaint.

(2) WITHIN SEVEN DAYS OF RECEIPT OF THE COMPLAINT, THE TOWN CLERK SHALL FORWARD THE complaint AND SUPPORTING DOCUMENTATION TO A HEARING OFFICER APPOINTED PURSUANT TO PARAGRAPH (C) OF THIS SECTION.

(3) THE HEARING OFFICER SHALL CONDUCT A HEARING ON THE COMPLAINT WITHIN FORTY-FIVE DAYS OF THE DATE OF THE COMPLAINT, WHICH DATE MAY BE EXTENDED BY THE HEARING OFFICER FOR GOOD CAUSE. THE HEARING IS NOT SUBJECT TO THE OPEN MEETING LAW. ~~then goes to the Ethics Committee. This Committee will be made up of the Mayor, Vice-Mayor and a rotating Council Member. The rotating Member will be selected in the same manner in which the Vice-Mayor is selected on a yearly basis. The Committee will determine whether a violation has occurred.~~

(a) THE HEARING OFFICER SHALL PROVIDE NOTICE OF THE HEARING TO THE COMPLAINANT AND PUBLIC OFFICIAL ALLEGED TO HAVE VIOLATED THIS CHAPTER AT LEAST TEN DAYS PRIOR TO THE HEARING.

(b) ~~The Ethics Committee~~ HEARING OFFICER may request additional information from staff, the ~~respondent (object of the complaint)~~ PUBLIC OFFICIAL, the complainant and the Town Attorney.

(c) AT THE HEARING, THE COMPLAINANT AND THE PUBLIC OFFICIAL MAY SUBMIT EVIDENCE AND TESTIMONY REGARDING THE ALLEGED VIOLATION. AT THE END OF THE HEARING, THE HEARING OFFICER SHALL ISSUE HIS WRITTEN DECISION REGARDING WHETHER THERE HAS BEEN A VIOLATION OF THIS CHAPTER AND, IF SO, WHETHER THE VIOLATION WAS A MAJOR OR MINOR VIOLATION.

(d) THE HEARING OFFICER SHALL FORWARD HIS WRITTEN DECISION TO THE TOWN COUNCIL WITHIN FIVE DAYS OF THE END OF THE HEARING. THE WRITTEN DECISION SHALL BE A PUBLIC RECORD.

(4) THE TOWN COUNCIL SHALL REVIEW THE WRITTEN DECISION OF THE HEARING OFFICER AT ITS NEXT REGULARLY SCHEDULED MEETING OR AT A SPECIAL MEETING. IF THE COMPLAINANT IS A MEMBER OF THE COUNCIL, HE SHALL RECUSE HIMSELF FROM THE DISCUSSION AND THE VOTE. IF THE DECISION OF THE HEARING OFFICER IS THAT THE PUBLIC OFFICIAL VIOLATED THIS CHAPTER, THE COUNCIL SHALL DETERMINE WHAT SANCTIONS, IF ANY SHALL BE IMPOSED.

(a) FOR A FIRST MINOR VIOLATION, THE COUNCIL MAY DISCUSS THE VIOLATION WITH THE PUBLIC OFFICIAL AND EXPLAIN HOW TO AVOID A VIOLATION IN THE FUTURE. FOR A SECOND MINOR VIOLATION, THE COUNCIL MAY EITHER DISCUSS THE VIOLATION WITH THE PUBLIC OFFICIAL OR MAY ADOPT A PUBLIC CENSURE. FOR A THIRD MINOR VIOLATION, THE COUNCIL MAY ADOPT A PUBLIC CENSURE.

(b) FOR A FIRST MAJOR VIOLATION, THE COUNCIL MAY ADOPT A PUBLIC CENSURE. FOR A SECOND MAJOR VIOLATION, THE COUNCIL MAY REMOVE THE PUBLIC OFFICIAL FROM A TOWN BOARD, COMMITTEE OR

COMMISSION, OR REMOVE HIM FROM REPRESENTING THE TOWN AT OTHER GOVERNMENT ENTITIES SUCH AS CYMPO, NACOG, WAC OR THE LIKE. FOR A THIRD MAJOR VIOLATION, THE COUNCIL MAY IMPOSE A FINE OF UP TO \$500 PER § 10.99.

(c) THE DECISION OF THE COUNCIL SHALL BE FINAL. THE COMPLAINANT SHALL BE NOTIFIED IN WRITING OF THE DECISION OF THE COUNCIL.

~~—(3) The Ethics Committee will then decide whether or not there was a violation, and whether it was a minor or major violation of the ethics code. The ruling of the majority of the Committee is then presented to the full Council. If there is not a unanimous decision by the Committee, a minority report can be presented along with the majority opinion. The whole Council can also look at all the information received by the Ethics Committee to make its determination. The Ethics Committee discussion may be held in executive session.~~

~~—(4) If a majority of the Council determines that no violation occurred, no action will be taken and the complainant will be notified of the outcome.~~

~~—(5) If a majority of the Council agrees that a minor violation has occurred, the Committee has the following options:~~

~~—(a) For the first minor offense, the Committee can talk to the violator in executive session and explain how to avoid a violation in the future.~~

~~—(b) For the second minor offense, the Committee can choose to again speak to the violator on how to avoid a violation in the future or recommend a public censure.~~

~~—(c) For the third minor offense, the committee can recommend a public censure.~~

~~—(6) If a majority of the Council agrees that a major violation has occurred, the Committee has the following options:~~

~~—(a) For the first major offense, the Committee can recommend a public censure.~~

~~—(b) For the second major offense, the Committee can recommend a public sanction. This can be removal from a town board, committee or commission, or removal from representing the town at other government entities such as CYMPO, NACOG, WAC or the like.~~

~~—(c) For the third major offense, the committee can recommend a fine of up to \$500 per § 10.99.~~

~~—(7) For any outcome the complainant will be notified of the decision.~~

~~—(8) If the complaint is against one of the members of the Ethics Committee, that person will be excused from the proceedings and another Council Member will be appointed in his or her place.~~

~~—(9) The respondent has the right to appeal any Council decision to binding arbitration by an independent hearing officer mutually agreed to between the Town Council and the public official. The cost of the hearing officer shall be borne equally between the town and the public official.~~

(C) THE TOWN ATTORNEY SHALL PREPARE A LIST OF AT LEAST THREE QUALIFIED HEARING OFFICERS FOR PRESENTATION TO THE COUNCIL. FOR EACH ETHICS CODE VIOLATION COMPLAINT FILED WITH THE TOWN CLERK, THE COUNCIL SHALL SELECT A HEARING OFFICER FROM THE LIST PREPARED BY THE TOWN ATTORNEY. A COMPLAINANT OR PUBLIC OFFICIAL WHO IS A MEMBER OF THE COUNCIL SHALL RECUSE HIMSELF AND NOT PARTICIPATE IN THE SELECTION OF THE HEARING OFFICER.

Section II. Savings Clause

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance as amended is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance.

Section III. Repeal of Conflicting Ordinance

All other code provisions, ordinances, or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date hereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, this ____ day of _____, 2015, by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this ____ day of _____, 2015.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

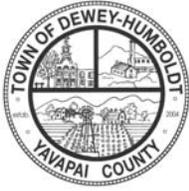
APPROVED AS TO FORM:

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

I, JUDY MORGAN, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. _____ ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA ON THE ____ DAY OF _____, 2015, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 2015.

Judy Morgan, Town Clerk

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TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
Phone 928-632-7362 ▪ Fax 928-632-7365

TOWN COUNCIL REGULAR MEETING

April 21, 2015 – 6:30 pm Town Council Meeting Chambers

Agenda Item # 9.1. 2015 Spring Chip-seal contract award.

To: Mayor and Town Council Members

From: Ed Hanks, Public Works Supervisor

Recommendation: To award the Spring 2015 Chip Overlay Project to Earth Resources Corporation.

Date submitted: April 17, 2015

Summary:

The 2015 Spring Chip Overlay Project was advertised. We received one response from Earth Resource Corporation, a local company. Their bid is at a total of \$180,040.15.

\$169,388 was staff's estimate. The difference is due to increase in material cost and labor cost, as well as an increased demand on the few companies providing this type of service. Approximately \$170,000.00 is available for this project (account# 20-431-7006).

Although the bid amount is higher than the estimate and the available fund in that account, in order to maintain the current Maintenance schedule, Staff does recommend the award of this contract to Earth Resources Corporation. We believe that most of the fund difference will likely be absorbed by fluctuations from other expense accounts in HURF. Seeing this trend, moving forward staff will have to adjust the FY 2016's preliminary budget worksheet for future years' budgets.

**AGREEMENT FOR SERVICES
CONTRACT**

THIS AGREEMENT is entered into as of this ____ day of _____, 2015, 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:

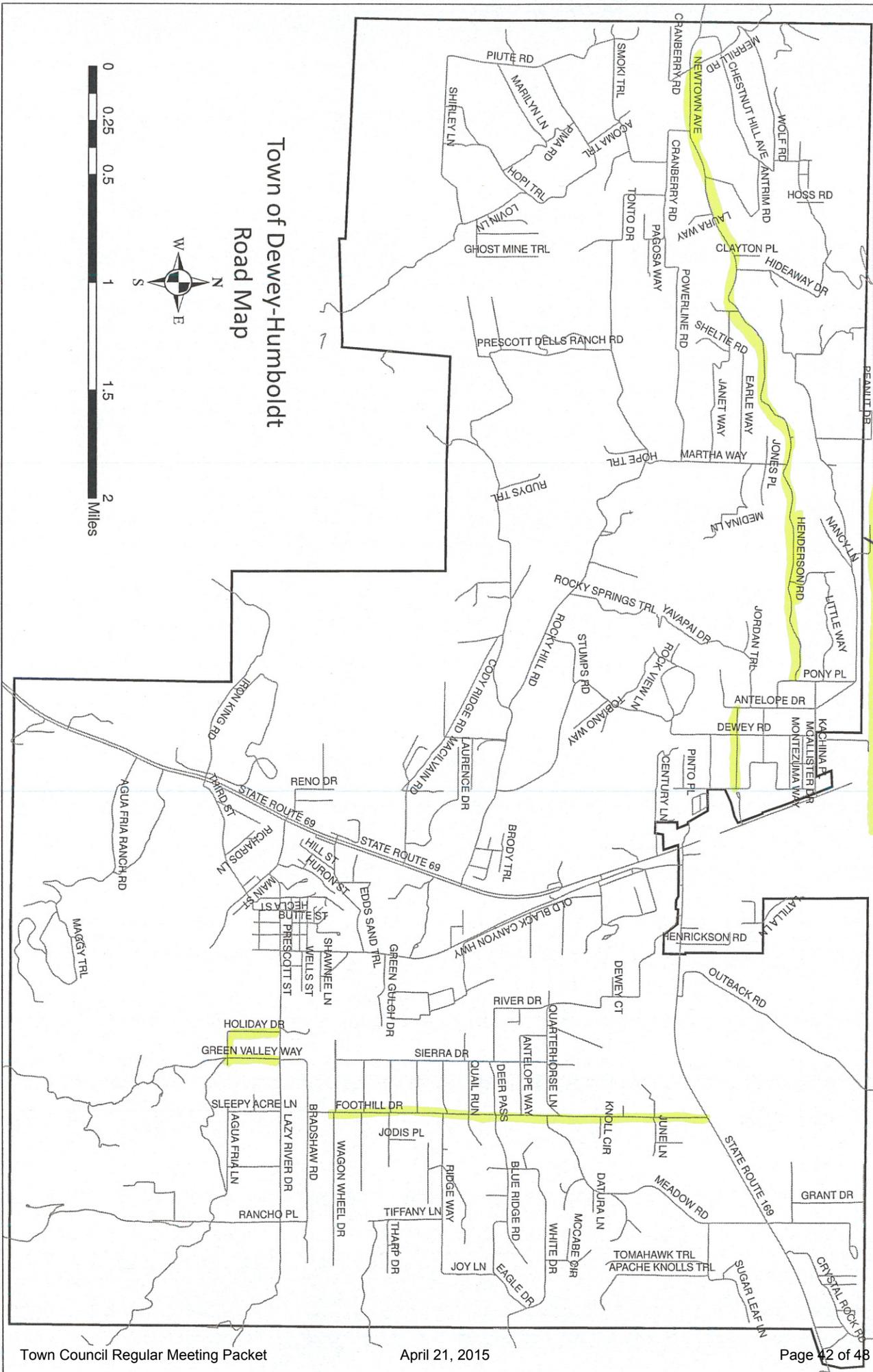
By: _____
Curtis, Goodwin, Sullivan,
Udall & Schwab, P.L.C., Town Attorneys
Susan D. Goodwin, Esq.

CONTRACTOR

By: _____
Its: _____

APPENDIX: A

Chip Seal Roads



Town of Dewey-Humboldt
Road Map

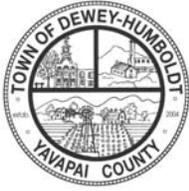


2015 Spring Chip Overlay

Base Bid		P.W. Supervisor Estimate				Earth Resources	
Item No.	Description	Quantity	Units	Unit Price	Total	Unit Price	Total
	General conditions						
1	Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,100.00	\$ 1,100.00
2	storm water pollution Prevention	1	LS	\$ -	\$ -	\$ -	\$ -
3	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 11,602.00	\$ 11,602.00
4	Geotechnical Testing	1	LS	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
5	Allowance for Extra work	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
6	Hot Patch re-pair Per Appendix: A	25	Ton	\$ 305.00	\$ 7,625.00	\$ 305.00	\$ 7,625.00
7	Low Volume Single chip seal using CRS-2P over existing Pavement Per Mag Sec.-330 See Appendix:B	78745	SY	\$ 1.61	\$ 126,779.45	\$ 1.73	\$ 136,228.85
8	Fog Coat Per Mag sec.- 330 Appendix: B	78745	SY	\$ 0.15	\$ 11,811.75	\$ 0.15	\$ 11,811.75
9	Fog Coat Per Mag sec.- 330 appendix: C	24493	SY	\$ 0.35	\$ 8,572.55	\$ 0.35	\$ 8,572.55
10	Total Base Bid				\$ 169,388.75		\$ 180,040.15

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TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
Phone 928-632-7362 ▪ Fax 928-632-7365

TOWN COUNCIL REGULAR MEETING

April 21, 2015 – 6:30 pm Town Council Meeting Chambers

Agenda Item # 9.3. Consideration of the offer made by Mr. McBrady, Town Hall/Town Sheriff Office facility landlord, regarding (Humboldt Station Inc.) selling to the Town the current leased properties and their surrounding units and real properties located at Humboldt Station at 2735 S. State Route 69, Dewey-Humboldt (APN 402-08-079B) and its adjacent property (APN 402-09-024F).

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: April 17, 2015

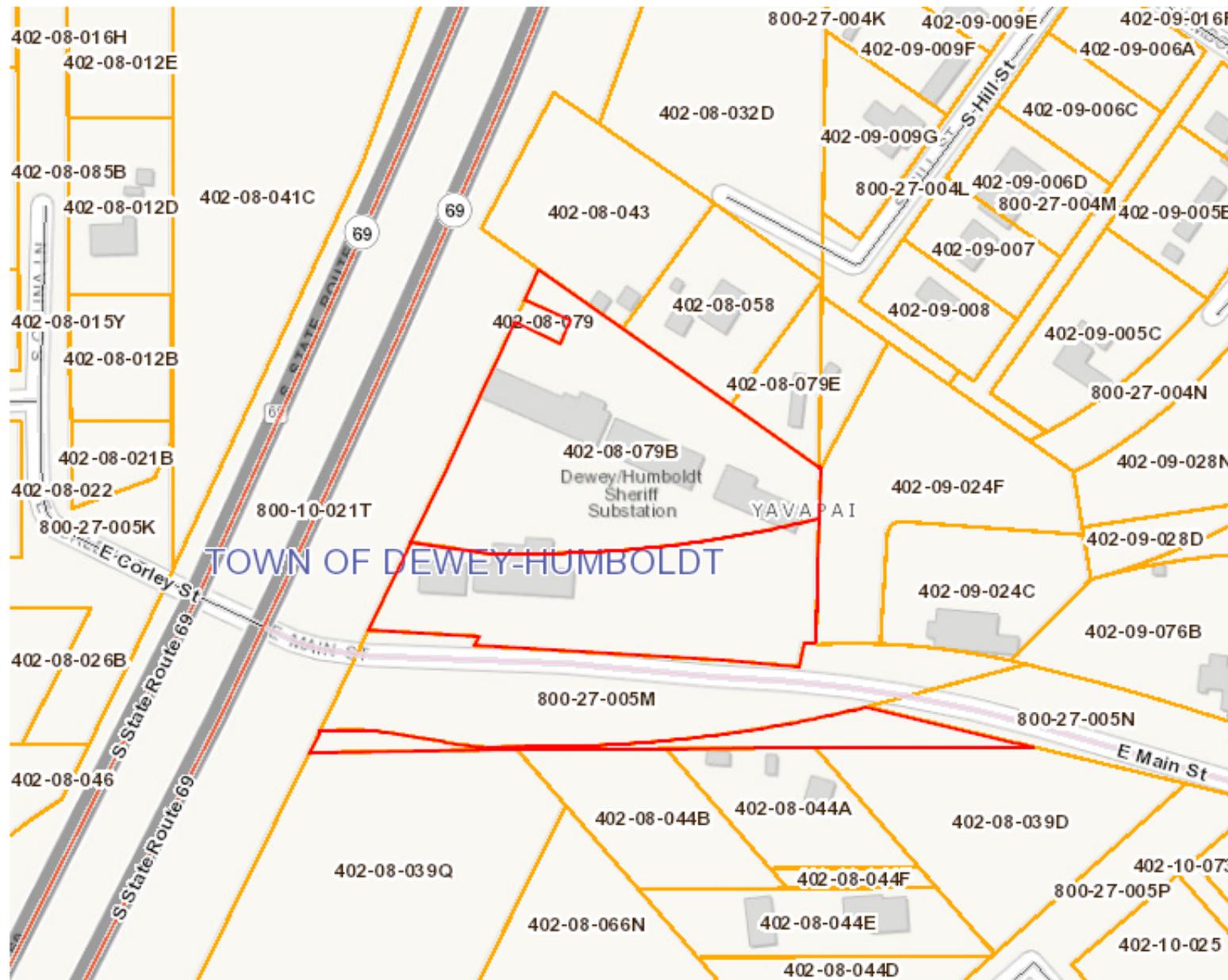
Summary:

The Town has been leasing the current Town Hall facilities, including the YSCO D-H substation from Humboldt Station Inc. Recently the Town is discussing a renewal lease with the owner, Mr. Mark McBrady.

On April 13th, Mr. McBrady advised me that he is considering selling the commercial strip (where the Town facilities are located) to the Town, except for the gas station and the restaurant. He also would like to sell the vacant piece (APN 402-09-024F) at the back of the town hall office to the Town.

Upon speaking to the Mayor and Vice Mayor, I placed this item on the agenda so that Council can discuss this important topic. Based on the information provided by Mr. McBrady, staff has prepared a map indicating the properties that Mr. McBrady is interested in selling to the Town. The parcels are: 402-08-079B except for the gas station and the restaurant areas, and 402-09-024F.

Humboldt Station



Legend

- City Boundaries
- Cottonwood
- Peoria
- Prescott
- Sedona
- Camp Verde
- Chino Valley
- Clarkdale
- Dewey-Humboldt
- Jerome
- Prescott Valley
- Wickenburg
- County Boundary
- Counties
- Parcels
- Major Roads
- Interstate
- State Highways
- Major Roads
- Road Centerlines
- Parcel Labels
- Cities

Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

Map printed on: 4.13.2015

