

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

Tuesday, September 1, 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.

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4.1. Save the Museum Letter from the Gold Prospectors of Phoenix. Mayor's announcement.

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4.2. Grandfamily/Kinship Care Month Proclamation.

4.3. Planning and Zoning Commission report to Council by P&Z Chair Barry Smylie.

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

5.1. Two grants application status – a. ACA Rural Economic Development Grant, and b. (Congress reauthorized) Yavapai Resource Advisory Committee (RAC) grant to improve watershed, forest health or infrastructure maintenance.

6. Consent Agenda.

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6.1. Minutes. Minutes from the July 21, 2015 Regular Council Meeting, August 4, 2015 Regular Council Meeting and August 11, 2015 Work Session.

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.

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.

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

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9.1. **Award of the 2015 Pavement Preservation contract to a qualified bidder and authorize the Mayor to execute the contract.** Possible awarding the contract to a bidder or rejection of all bids.

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9.2. **Ordinance 15-114 amending Town Code Section 30.107 Time of Adjournment.** [Directed by Council at the July 14th meeting] Possible adoption, rejection and/or modification.

45

9.3. **Ordinance 15-115 amending Town Code Section 30.031 Mayor and Vice Mayor related to renaming the section and clarifying the duties and responsibilities of the Mayor.** [Directed by Council at the July 14th meeting] Possible adoption, rejection and/or modification.

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9.4. **To add to Town Code the requirements per Arizona Revised Statutes for a recall election and the limitations.** [CAARF requested by CM Wright]

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9.5. **[Consideration of whether to grant to the Dewey-Humboldt Historical Society the temporary use of town vacant property located at 12938 E. Main St., Dewey-Humboldt for a] Parking area for [the Agua Fria] Festival.** [CAARF requested by Mayor Nolan]

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9.6. **Pursuant to Town Ordinance 15-112 Public Body Code of Ethics, Appointing a Hearing Officer or Hearing Officers for pending Public Body Code of Ethics complaints.** [Continued from the August 11th meeting; Hearing Officer list presented to Council at the same 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 Meeting: Tuesday, September 15, 2015, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, September 3, 2015, at 6:00 p.m.

Next Town Council Work Session: Tuesday, September 8, 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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Agenda Item 4.1.

GOLD PROSPECTORS

ASSOCIATION OF PHOENIX



P.O. Box 97462 | Phoenix, AZ 85060 | www.gpaaphoenix.com | gpaaphoenix.com

Gold Prospectors Association of Phoenix is the Phoenix, AZ Chapter of the Gold Prospectors Association of America. We are a tax-free, not-for-profit incorporated entity. We have been organized since the early 1990's. We are considered to be a teaching chapter, and hold many events where we teach young children, young adults and even older adults the history of prospecting in Arizona, how to find and pan for gold, desert safety and the importance of supporting prospecting's future.

July 31st, 2015

Town of Dewey-Humboldt
City Council
P.O. Box 69
Humboldt, AZ 86329

RE: Dewey Humboldt Museum
12925 East Main Street
Humboldt, AZ 86329

To Whom It May Concern:

This letter is in regards to the Dewey Humboldt Museum, one of the few museums in the State of Arizona that pays heed to the rich history of local prospecting and mining.

Without the Dewey Humboldt Museum, much of the local mining lore and legend will be lost. The museum attracts visitors from all over the country and is an important and integral part of the Dewey Humboldt Community and Arizona's mining history.

We implore you to consider saving the museum and the rich history it provides to the community and to all visitors. We at the Gold Prospectors Association of Phoenix are working hard to honor prospecting's past and support its future. The Dewey Humboldt Museum is a great tribute to the industry and helps our club with its mission to keep prospecting alive.

Regards,



Randy Briggs
Vice President
Gold Prospectors Association of Phoenix

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Grandfamily/Kinship Care Month September 2015 Proclamation

Whereas, this year during the month of September, Grandfamily/Kinship Care Month is observed. The Town of Dewey-Humboldt, Arizona is proud to recognize the children and their grandparents and other relatives who raise them in kinship care and who ensure their safety, promote their well-being and establish a stable household for these young people to thrive; and

Whereas, nationally 2.7 million children are living with grandparents and other relatives in kinship care of which over 104,715 caregivers reside in Arizona; and

Whereas, relationships with family are crucial for children, it is our responsibility to promote and preserve kinship, sibling and other familial connections for children in Arizona; and

Whereas, Arizonians join to honor famous kinship caregivers such as President George Washington, as well as those grandparents and relatives residing in urban, rural and suburban households in every county of Arizona who "famously" step forward out of love and loyalty to care for relatives when the child's biological parents are no longer able to do so; and

Whereas, Arizonians join to honor famous youth who were raised in kinship care such as Maya Angelou, Sandra Day O'Connor, and Barack Obama as well as those children residing in urban, rural and suburban households in every county of Arizona who through the unconditional support of grandparents and other relatives, have successfully addressed the emotional trauma of losing their parents; and

Whereas, the public becomes increasingly aware of the challenges faced by children, grandparents and other relatives in kinship care to work in partnership with the education, legal, social services, mental health, justice and other systems to access services that can enable kinship youth to flourish in all facets of their life; and

Whereas, nationally Grandfamilies/Kinship Caregivers save taxpayers more than 6.5 billion dollars a year; and

Whereas, one in eleven of all children and one in five Black children will live within a kinship family sometime during their childhood, kinship care provides the best opportunity to retain the child's cultural heritage and community ties.

Now, Therefore I, Mayor Terry Nolan do hereby proclaim September, 2015 to be Grandfamily/Kinship Care Month in the Town of Dewey-Humboldt, Arizona.

In Witness Whereof, I have hereunto set my hand this 1st day of September, 2015.

Terry Nolan, Mayor

Town of Dewey-Humboldt

Judy Morgan

Town Clerk

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**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
JULY 21, 2015, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JULY 21, 2015, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. VICE MAYOR JACK HAMILTON PRESIDED.

1. **Call To Order.** The meeting was called to order at 6:31 p.m.
 - 1.1. **Pledge of Allegiance.** Done.
 - 1.2. **Invocation.** Given by Councilmember Nancy Wright.
2. **Roll Call.** Town Council Members Arlene Alen, Doug Treadway, Nancy Wright; and Vice Mayor Jack Hamilton were present. Council Members Mark McBrady, Dennis Repan; and Mayor Terry Nolan were absent.
3. **Announcements Regarding Current Events, Guests, Appointments, and Proclamations.**

None.
4. **Town Manager's Report.** Update on Current Events.
 - 4.1. **Transaction Privilege Tax (TPT) Auditor Service Report.**

Town Manager Yvonne Kimball gave an overview and explained the contractor hired has concluded the service to the town. Letters have been provided, which can be placed on the website and in the lobby for educational purposes. Accountant Deni Thompson reviewed the TPT information and explained the benefit to the Town and what she has learned by having the contractor's guidance with TPT issues.
5. **Consent Agenda.**
 - 5.1. **Minutes.** Minutes from the May 19, 2015 Regular Council Meeting, June 2, 2015 Regular Council Meeting, June 9, 2015 Study Session, and June 16, 2015 Regular Council Meeting.

Councilmember Wright made a motion to approve the Minutes from the May 19, 2015 Regular Council Meeting, June 2, 2015 Regular Council Meeting, June 9, 2015 Study Session and June 16, 2015 Regular Council meeting, as presented. The motion was seconded by CM Alen and approved unanimously (4-0 vote).
 - 5.2. **Council Intent to engage the service of Yavapai College Regional Economic Development Center for the Town's 2015/2016 Citizen Survey Services.** (Directed at the July 14th meeting)

Councilmember Treadway made a motion to approve engaging the service of Yavapai College Regional Economic Development Center for the Town's 2015/16 Citizen Survey Services, seconded by CM Alen. It was approved unanimously (4-0 vote).
6. **Comments from the Public (on non-agendized items only).**

None.
7. **Discussion Agenda – Unfinished Business.** Discussion and Possible Action on any issue which was not concluded, was postponed, or was tabled during a prior meeting.

None.
8. **Discussion Agenda – New Business.** Discussion and Possible Action on matters not previously presented to the Council.

8.1. Discussion and possible action on changing the Town Code to allow for Agenda Packets to be available for Town Council to pick up from Town Hall by Wednesday at 5pm. [CAARF requested by CM Wright]

Councilmember Wright gave an overview on her request explaining the extra time would help Council have more time to do their research on the packet materials. There was discussion on how the modified timeline would impact staff and the public as well as the Council.

Council consensus was to not change it at this time, as it seems to be working well with the timelines as they currently exist.

8.2. Determination on whether to hold a Joint Meeting between Council and Planning and Zoning as requested by P&Z Commission. Suggested date would be Thursday, October 8th.

There was discussion on the process that would need to be followed prior to setting a Joint meeting, with P&Z having the time to work out a list and suggestions to propose to Council and then Council having at least one work session to reach consensus on a direction for P&Z. Once these steps have been done then a joint meeting will be arranged.

There was discussion on offering training to the commissioners to help them better understand their role.

9. Public Hearing Agenda.

None.

10. Comments from the Public.

None.

11. Adjourn.

The meeting was adjourned at 7:26 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
AUGUST 4, 2015, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, AUGUST 4, 2015, 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.
2. **Opening Ceremonies.**
 - 2.1. **Pledge of Allegiance.** Done.
 - 2.2. **Invocation.** Given by Councilmember Dennis Repan.
3. **Roll Call.** Town Council Members Mark McBrady (arrived late at 6:37 p.m.), Dennis Repan, Doug Treadway; Vice Mayor Jack Hamilton; and Mayor Terry Nolan were present. Councilmembers Arlene Alen and Nancy Wright were absent.
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. **Volunteers of the Year 2014 appreciation formal Council presentation of certificates.**

Mayor Nolan to present the five VOTY's with certificates of appreciation.

Mayor Nolan introduced the program and the recipients of the 2014 Volunteers of the Year (VOTY): Judy Davidson, Sandra Goodwin, Frank Davidson, Betty Comfort and Sue Palacios.

Councilmember McBrady arrived at 6:37 p.m.

Mayor Nolan handed out certificates to the five VOTYs, speaking on each volunteers efforts in the community. Betty Comfort thanked Sandra Goodwin for her work with the Friends of the Library and Sandra Goodwin thanked Town Staff for their work in helping with grants.

Mayor Nolan announced the VOTY picnic to be held at Butte Park on Friday, August 7th at 5:00 p.m.
 - 4.2. **Public Safety Quarterly Report – 2nd Quarter 2015.**
 - 4.2.1. **Yavapai County Sheriff's Office report presented by Lt. Raiss.** 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. Daniel Raiss gave a presentation on the second quarter statistics for the Dewey-Humboldt area for the Sheriff's Department. There was discussion on public comments regarding the officers' fair treatment of the public.

Public comment was taken.

Frank Davidson asked about how often the YCSO requests assistance. Lt. Raiss

responded.

Jerry Brady spoke on a grant application for offset funds and a recent change to that process.

Lt. Raiss acknowledged his awareness of those grants. He spoke on a wildfire in the Mayer/Cleater area that will be allowed to burn out; a fire earlier in the week off Fain Road due to a lightening strike; Body cameras for officers now in Dewey-Humboldt.

4.2.2. Central Yavapai Fire District report presented by Rick Chase. Topics for possible discussion include: calls responded; outreach programs and services, construction permitting.

Division Chief and Fire Marshal Rick Chase gave a presentation on the second quarter statistics for the Dewey-Humboldt area regarding CYFD activity. He answered questions on the fire district not having citation authority, bee and snake calls and relocation of same.

Public comment was taken.

Jerry Brady spoke on the deadlines for applying for offset and impact grant funds for the Fire District.

4.2.3. Magistrate Court report presented by Judge Catherine Kelley. Topics for possible discussion include: citations, procedures, services.

Magistrate Judge Catherine Kelley was present and spoke on positive impact of YCSO officers staying in the Dewey-Humboldt area and positive feedback on the officers who work this area. Problem areas are being targeted so more citations written.

4.3. America the Beautiful Proclamation.

Mayor Nolan read the America the Beautiful proclamation.

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

5.1. Community Development Department staffing level update.

Town Manager Kimball announced Joe Janusz, Building Official resignation and the hiring of a replacement of Don Roberts to that position, effective immediately. She shared the hiring of Steven Brown, AICP, as the Community Planner/Code Officer position, who started on Monday. She reviewed his credentials and experience.

6. Consent Agenda.

6.1. Minutes. Minutes from the July 7, 2015, Regular Council Meeting and July 14, 2015, Special Study Session.

Councilmember Repan made a motion to approve the minutes from the July 7, 2015, Regular Council Meeting and July 14, 2015, Special Study Session, as presented. It was approved unanimously (5-0 vote).

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

Dee Parker spoke on representing the P & Z Commission as the Vice Chairman. She expressed the commission stands behind the Council and appreciates being part of the process; P&Z is a great team and are ready for the work the Council determines to send to them.

Jerry Brady spoke on the grant process for the Forest Health and Infrastructure Maintenance through US Forest Service; application is simplified but changes to it and term of funding; recommended they stay up on it with the legislative liaison.

8. Public Hearing Agenda.

8.1. Public Hearing regarding application for a new “Series 10 Beer & Wine Store” Liquor License for Mortimer Farms, located at 12907 E. State Route 169, Dewey, 86327.

Mayor Nolan recessed the regular Council meeting to convene in to the Public Hearing. The Public Hearing was opened at 7:23 p.m.

The Mayor opened the floor for public comment. No public comments were received.

Public Hearing was closed at 7:24 p.m.

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

9.1. Consideration and possible action of the Council to give a recommendation to the Arizona Department of Liquor Licenses and Control (ADLLC) for the application for new “Series 10 Beer & Wine Store” Liquor License for Mortimer Farms. Council to make a recommendation to approve or disapprove to the Liquor Board.

Vice Mayor Hamilton spoke in support of the Liquor License as long as it was for the store and not for special events. Councilmember Treadway spoke in favor of the liquor license for this location.

Councilmember Repan made a motion to recommend approval of the application for new “Series 10 Beer & Wine Store” Liquor License for Mortimer Farms. The motion was seconded by CM Treadway. It was approved unanimously (5-0 vote in favor).

9.2. Council advisability of Arizona Commerce Authority (ACA) Rural Economic Development Grant- Round 1. Council direction whether to apply for the grant.

Town Manager Kimball gave an overview explaining her opinion is to not apply for this grant as there are no eligible projects, no base industry (manufacturing) jobs in Dewey-Humboldt.

There was discussion on the prior application for this grant and what the project proposed was; possible options with North American Industries and/or a new bus line tour.

Public comment was taken on this item.

Jerry Brady spoke on changes to the grant application since the last time applied for and looking at funding for highway related industry and service industry; the need for Intermodal transportation plan and general comprehensive plan; having Yavapai College assist in writing the plan; infrastructure in Yavapai County having a low rating and money being focused for these areas.

Mayor Nolan will provide contact number to the Town Attorney for possible project businesses (North American Industries and bus tour).

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.

None.

11. Comments from the Public.

Jerry Brady spoke on updating the general plan to allow for the town to successfully apply for an ACA grant and working with the College to write the plan.

12. Adjourn.

The meeting was adjourned at 7:44 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
STUDY SESSION MINUTES
AUGUST 11, 2015, 2:00 P.M.**

A STUDY SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, AUGUST 11, 2015, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. VICE MAYOR HAMILTON CALLED THE MEETING TO ORDER, AND MAYOR TERRY NOLAN PRESIDED AT HIS ARRIVAL AFTER ROLL CALL.

1. **Call To Order.** The meeting was called to order at 2:02 p.m.
2. **Roll Call.** Town Council Members Arlene Alen, Mark McBrady (absent at roll call-arrived at 2:09 p.m.), Dennis Repan, Doug Treadway, Nancy Wright; Vice Mayor Jack Hamilton; and Mayor Terry Nolan (absent at roll call-arrived at 2:03 p.m.) were present.

Mayor Nolan arrived at 2:09 p.m. and took over chairing the meeting.

3. **Study Session.** No legal action to be taken.

3.1. Staff presentation on OpenGov Financial Transparency Software utilization.

Accountant Deni Thompson gave an overview on the OpenGov program and showed a demo of how the software works through the public access site.

Councilmember McBrady arrived at 2:09 p.m.

There was discussion on the cost and term of the contract; if this satisfies the state mandates for government transparency; how OpenGov compares to OpenBooks in functionality and price; how this gets handled in the budget – “transparency” is budgeted; timing of this research and agenda topic as it pertains to the budget workshops; with mandates more software options will become available over time; implementation of software and conversion of data.

Town Manager Kimball explained they would run both OpenBooks and OpenGov parallel the first year. The \$3700 cost for the software is within her authority to spend as it is under \$5k, but was still bringing this to Council for their knowledge.

Staff was directed to find out if this program will satisfy the state mandates like OpenBooks does and to bring this back on a regular session under “New business” for Council to consider legal action.

3.2. Building Lease with Community Action Program (CAP) for Town Library located at 2735 S. Coral St., Dewey-Humboldt.

Town Manager Kimball gave an overview explaining the timing of the lease was such she wanted to provide Council enough time to make other arrangements if it was their desire or to continue to move forward with the current arrangements, before the 180 day deadline for notification before the lease term expires.

Council discussed there were no better options at this time, but in the future may consider including the Library location along with the Town hall location if building a Town Hall Center. Ms. Kimball answered a question regarding maintenance costs this last year for the Library facility, which was below the \$1200 maximum limitation in the contract.

Council direction was to continue with the CAP lease at this point, with the understanding the Lease will be automatically renew for a one-year term on June 30, 2016. No notice of “not renewing” the lease will be needed.

3.3. Presentation of a list of Hearing Officers for Public Body Code of Ethics complaints prepared by the Town Attorney and next steps.

Mayor Nolan asked Council if they had had a chance to review the resumes of the three ethics hearing officers (EHO) provided to council under “Attorney/Client Privilege” prior to the meeting. There was some discussion on one of the potential EHOs. This will need to go on a Regular Agenda for selection through legal action.

There was discussion on the age of most of the complaints and verifying if the complainants are still interested in having their complaints heard. Vice Mayor Hamilton stated he would like for dismiss the complaint he filed against Councilmember McBrady. He will submit a formal notice to this effect to the Town Clerk.

Council gave direction to staff to contact the other complainants to see what their desire is (move forward or dismiss) with their complaints.

4. Special Session. Legal action can be taken.

4.1. Whether to hold additional special session(s) this month. This is an established agenda item for Council’s discussion on whether to add an additional special study session and if so, to set the date.

Council discussed the work load on the September 1st agenda and whether they should add a “Regular” meeting on the 25th of August. TM Kimball reviewed the items on the list and explained most of these would not be able to move up to August 25th.

Council decided to not add an additional meeting this month.

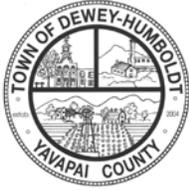
5. Comments from the Public. None.

6. Adjourn. The meeting was adjourned at 3:20 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 SESSION

September 1, 2015 6:30 p.m. Town Council Meeting Chambers

Agenda Item: # 9.1 Award of the 2015 Pavement Preservation contract to a qualified bidder and authorize the Mayor to execute the contract.

To: Mayor and Town Council Members

From: Ed Hanks, Public Works Supervisor

Date submitted: August 26, 2015

Recommendation: Staff recommends Earth Resources Corporation be awarded the 2015 Pavement Preservation Contract at the base bid with bid add alternate #1 added for a contract total of \$42,976.88.

Summary:

The 2015 Pavement Preservation Project was advertised. Pavement preservation includes fog sealing of some town-owned roads per the pre-adopted Multi-year Maintenance plan.

We received three bids from contractors for this project. The contractors are Asphalt Paving and Supply; Earth Resources; Cactus Asphalt. After reviewing the bids, Earth Resources Corporation was the lowest responsible bidder at a total base bid of \$36,900.66.

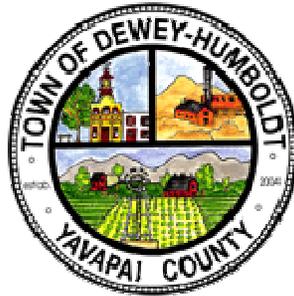
Last year government regulations governing fog coating material changed. The base bid price only reflects the fog seal oil material with a lower concentration than the material we used in prior years. In order to respond to the change, this year's advertisement had included two options to increase oil concentration as additional alternate bids. Alternate #1 reflects using the material that would be very close to what we have been using. Alternate #2 represents the material that would be of a higher concentration rate. The same fog seal material we used before is no longer available. For, alternate #1, Earth Resources' bid came in at \$6075.72. The lowest bidder for this was Asphalt Paving and Supply (APS). However, APS's base bid was \$51,112.10. Earth Resources has the lowest total combination bid for the base bid and alternate #1 at \$42,976.38. This amount is under the budgeted amount of \$44,000.00. Staff therefore recommends Earth Resources be awarded with the 2015 Pavement Preservation contract.

Attached is the Bid Tabulation with all three companies' bid break-downs.

2015 Pavement Preservation

	A	B	C	D	E	F	G	H	I	J	
1					Asphalt paving and supply		Earth Resources		Cactus Asphalt		
2	Item No.	Description	Quantity	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total	
3	1	Mobilization	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 8,000.00	\$ 8,000.00	
4	3	Allowance for Extra work	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	
5	4	storm water pollution Prevention	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6	5	Traffic Control	1	LS	\$ 250.00	\$ 250.00	\$ 6,265.00	\$ 6,265.00	\$ 14,000.00	\$ 14,000.00	
7	6	Prepare road surface/Hot Patch	25	Ton	\$ 548.00	\$ 13,700.00	\$ 325.00	\$ 8,125.00	\$ 378.81	\$ 9,470.25	
8	7	Fog Seal Per Mag Section 333 using CQS-1h 50/50 – .10 Application Rate	86796	Sy	\$ 0.35	\$ 30,378.60	\$ 0.21	\$ 18,227.16	\$ 0.30	\$ 26,038.80	
9	8	Double Yellow Centerline stripe	9134	LF	\$ 0.25	\$ 2,283.50	\$ 0.25	\$ 2,283.50	\$ 0.26	\$ 2,374.84	
10	9	Base Bid Total				\$ 51,112.10		\$ 36,900.66		\$ 61,383.89	
11											
12	10	Bid Alternate #1									
13	10	Fog Seal Per Mag Section 333 using CQS-1h 50/50 – Add .05 to Application Rate	86796	SY	\$ 0.05	\$ 4,339.80	\$ 0.07	\$ 6,075.72	\$ 0.07	\$ 6,075.72	
14	12	Bid Alternate #2									
15	13	Fog Seal Per Mag Section 333 using CQS-1h 50/50 – Add .10 to Application Rate	86796	SY	\$ 0.10	\$ 8,679.60	\$ 0.13	\$ 11,283.48	\$ 0.13	\$ 11,283.48	
16											
17		Recommend Earth Resources Base Bid with the Add Alternate #1 Total Price						\$ 42,976.38			

TOWN OF DEWEY-HUMBOLDT
2015 Pavement Preservation



**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

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

September 2015

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ADVERTISEMENT FOR BIDS

Town of Dewey-Humboldt will be accepting bids from eligible bidders for the following activity:
Dewey-Humboldt 2015 Pavement Preservation
2735 South Highway 69, Suite 12
Dewey-Humboldt, Arizona 86329

ACTIVITY DESCRIPTION:

Work includes a preservative pavement seal of approximately 6.74 miles of 18-22' wide roadway. Work also includes placing approximately 25 tons of hot patch repair in preparation of sealant.

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 Tuesday, August 25, 2015 until 2:00 p.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 Monday, August 17, 2015 at 2:00 p.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.

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, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and 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.

Understands 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.

Understands 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.

Agrees that upon receipts of Notice of Award, from the Town, he will execute the contract documents.

Work shall be completed within **30** 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.

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 2015 Pavement Preservation 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 _____, 2015, by and between _____, County of _____, and State of Arizona, hereinafter designated the 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 Contractor, for and in consideration of the sum to be paid him by the 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 itself, its 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 **Dewey-Humboldt 2015 Pavement Maintenance** 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.

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 or 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 this Article V 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 permitted by law, the Contractor, its successors and assigns shall indemnify and hold harmless the Town, its officers and employees from and against all liabilities, damages, losses and costs (including reasonable attorney fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Contractor or other persons employed or used by the Contractor in the performance of this Agreement. The Contractor's duty to indemnify and hold harmless the Town, its officers 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 there from, caused by the Contractor's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by the Contractor or used by the Contractor in the performance of this Agreement.

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

Judy Morgan, Town Clerk

Terry Nolan, Mayor

APPROVED AS TO FORM:

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

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____

PRINCIPAL SEAL

AGENCY OF RECORD

By _____

SURETY

AGENCY ADDRESS

By _____

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 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 Project 2015 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

TECHNICAL SPECIFICATIONS

The latest version of the Uniform Standard Specifications for Public Works construction sponsored and distributed by the Maricopa Association of Governments (MAG Specifications) are applicable to this project.

These Technical Specifications amend or supplement the latest version of the MAG Specifications and other provisions of the contract documents as indicated herein. All provisions which are not so amended or supplemented remain in full force and effect.

If a section of the MAG Specifications is deleted in these Technical Specifications, all other references to that section are subsequently deleted.

PART TS - 100 GENERAL CONDITIONS

TS-102 Bidding Requirements and Conditions - Amend MAG Section 102 as follows:

TS-102.13 Delete MAG section 102.13 in its entirety and replace with the following:

Unless otherwise specified in the proposal pamphlet, the successful bidder may obtain 4 sets of plans and specifications, for the project from the Contracting Agency, at no cost.

TS-104 Scope of Work - Amend MAG Section 104 as follows:

TS-104.1 Add the following paragraph to the end of MAG Section 104.1.1:

Work includes a preservative pavement seal of approximately 6.75 miles of 18-22' wide roadway. Work also includes placing approximately 25 tons hot patch repair in preparation of sealant.

TS-105 Control of Work - Amend MAG Section 105 as follows:

TS-105.5 Amend the first paragraph of MAG Section 105.5 to read:

The Contractor will be supplied with a minimum of 4 sets of approved plans and specifications, one set of which the Contractor shall keep available on the work at all times.

TS-105.8 Delete MAG section 105.8 in its entirety.

TS-106 Control of Materials - Amend MAG Section 106 as follows:

TS-106.2 Amend the first sentence of the second paragraph of MAG section 106.2 to read:

The contractor will pay for the initial or normal test required by the Engineer to guard against unsuitable materials or defective workmanship.

TS-110 **General Provisions** - Add the following section in its entirety.

TS-110.1 DESCRIPTION:

The work under this Section shall consist of the following:

- Obtaining all permits; Moving all materials and equipment onto the site; Furnishing and erecting construction facilities; Implementing security requirements; Providing onsite sanitary facilities; Arranging for and preparing CONTRACTOR'S work storage area; Developing a detailed construction schedule acceptable to ENGINEER; Provide and install project sign(s), fences, gates, etc.
- Preparation of reports, records and record drawings
- Preparation and processing pay requests, schedules, samples and shop drawings
- Equipment inspection and testing
- Materials testing of soils, concrete and asphalt concrete
- Providing patent and license fees
- Providing construction survey staking
- Paying all permit and temporary license fees
- Installing temporary construction power and wiring
- Protection of the work, property and persons
- Providing insurance and bonds
- Coordination with other contractors under separate contracts with the TOWN
- Provide a temporary land zone for construction facilities or material storage
- Provide guarantees, taxes, and environmental construction requirements
- Schedule conferences and meetings
- Provide traffic control, barricades, warning devices
- Provide surveys, schedules, reports and records preparation
- Notification of property owners and any other incidentals necessary or required to provide a complete project which is not included in other bid items
- Providing water and water meter to site necessary for construction

TS-110.2 METHOD OF MEASUREMENT:

No measurement will be made for this item.

TS-110.3 BASIS OF PAYMENT:

No separate payment will be made for this item. The work listed above will be included in the total project bid cost.

PART TS – 300 STREETS AND RELATED WORK

PART TS – 333 Fog Seal Coats

TS-333.1 **Description:** As written.

TS- 333.2 **Time of Application and weather conditions:** As written.

TS- 333.3 **Materials:**

TS- 333.3.1 **Emulsified Asphalt:** Add CQS-1H 50/50.

TS- 333.4 **Test, Test Reports and Certificates:** As written.

TS- 333.5 **Preparation of surfaces:** Add following information to beginning of paragraph.

Hot patch repair shall include providing 1/2 inch AC to fill in various pot holes and road shoulders. The work shall include tack and compaction of subgrade as well as compaction of the AC with steel drum compactor at various locations in Town.

TS-333.6 **Application of asphalt emulsion:** Replace the second to the last sentence of the first paragraph with the sentences:

Application rate shall be between 0.10 and 0.20 gallons per square yard. The rates of application may vary because of different conditions within the project limits.

Application Rate and bid amount will be specified at the Time of Contract Award.

NOTE: Base bid is at a rate of .10 gallons per square yard.

Alternate Bid #1 – add.05 gallons per square yard.

Alternate Bid #2 – add.10 gallons per square yard.

TS-333.8 **Protection for Adjacent Property:** Add following information to the end of the section: Contractor will be responsible for any and all clean up should oil contaminate any washes and/or drainage areas.

TS-333.9 **Protection of Treated Surface:** As written

TS-333.10 **Payment:** Payment for product will be in accordance with the agreed upon contract.

PART TS – 400 RIGHT-OF-WAY AND TRAFFIC CONTROL

TS-401 **Traffic Control** – Delete MAG Section 401 in its entirety. Add the following:

Section 401 Construction Traffic Control

TS-401.1 Description

This item shall consist of traffic control devices, flagmen and/or pilot cars. All traffic control devices, the application of traffic control measures and traffic regulations in these specifications are to supplement and are not intended to delete any of the provisions of the Contracting Agency's Traffic Barricade Manual or any agency supplement to the manual of Uniform Traffic Control Devices. The Contractor shall submit to the Engineer for approval a traffic control plan and schedule prior to commencing the construction.

TS-401.2 Materials

All materials for traffic control devices and flagmen equipment for construction projects shall meet the Engineer's approval and conform to Part IV of the most current edition of the Manual of Uniform Traffic Control Devices.

A reader board is required 48 hours ahead of the coating work in the areas of **Kachina Place west of Highway 69** and **Main Street West of Prescott Street**. Message will read the dates that the work will be performed.

TS-401.3 Construction Methods

Traffic control devices shall consist of providing, erecting and maintaining necessary and adequate traffic control devices for the protection of the Work, the workmen, and the traveling public in conformance with industry standards and the approved plan.

TS-401.3.1 Temporary control devices shall be used to guide traffic through construction areas. They include traffic cones to channelize traffic, portable barricades for warning, vertical panel channelizing devices to divert traffic and lighting devices between the hours of sunset and sunrise.

TS-401.3.2 Advance warning devices shall be used to alert the motorist of an obstruction in the roadway. They include diamond shaped signs, flags and flasher type high level warning devices mounted eight (8) feet above the roadway.

Traffic maintenance and control through the construction area for the duration of the project is the responsibility of the Contractor. The Contractor shall keep the road open and in an acceptable condition for traffic (local only if an alternate route is available) while the improvements are being made, unless a road closure is approved by the Engineer in advance. Twenty-four hour advance notification shall be given to the Engineer, all emergency services and schools prior to any partial or complete road closure. If the street is to remain open to traffic, the Contractor shall arrange his work so that only one side of the road is denied to traffic for any one time. During the hours of construction inactivity, two-way traffic shall be provided for. The contractor shall also provide and maintain in a safe condition temporary approaches or crossings and intersections with trails, streets, businesses, parking lots and garages at all times. Temporary ramps, when required, shall be constructed of asphalt and shall meet ADA requirements.

TS-401.3.3 Traffic Regulations

Local roads within Dewey-Humboldt may be reduced, when construction requires, during the times indicated below:

A minimum of one lane with flagmen shall be maintained at all times during construction. During non-work hours a minimum of two lanes (one for each way) shall be maintained. Detours through side streets are allowed during working hours per the Town approved traffic control plan.

Contractor shall be responsible for creating a traffic control plan and obtaining an encroachment permit from ADOT to perform work at or near Highway 69 right-of-way.

Police Officer Requirements

When construction activities do not restrict traffic through the intersections, police officer hours may be reduced or suspended at the direction of the Engineer. Preference shall be given to using local police and sheriff department forces when available.

Local Access Requirements

The Contractor shall maintain local access to all side streets, access roads driveways, alleys, and parking lots at all times and shall notify resident 72 hours in advance of any restrictions, which will affect their access. The Contractor shall restore the access as soon as possible. If the primary access cannot be restored in a timely manner, the Contractor shall provide an alternative that shall be pre-determined with the residents prior to imposing restrictions. Any local street restrictions imposed shall be such that local area traffic circulation is maintained.

Business Access Requirements

Access shall be maintained to adjacent businesses at all times during their hours of operation. Access may be maintained by such measures as constructing driveways in half section, or by providing bridging over new concrete. Properties with multiple driveway access shall not have more than one driveway access restricted at any given time. While the one driveway is restricted, access to the other adjacent driveways shall be maintained and unrestricted. Each individual driveway access restriction shall be no more than fourteen (14) days prior to imposing restrictions.

Pedestrian Access Requirements

The Contractor shall ensure that all sidewalks on this project remain in compliance with the Americans with Disabilities Act (ADA) Standards. All open pedestrian walkway areas, paved or unpaved, shall be maintained and safely usable at all times. Such measures as backfilling or ramping to existing sidewalks, or providing alternate sidewalk areas adjacent to existing sidewalks may be used. In high pedestrian use areas, the Engineer may request temporary hard-surface walkways, such as plywood sheets to be installed at no additional cost to the Town.

Special Sign Requirements

The Contractor shall provide, erect, and maintain advance notification; informational; and directional access signs (for businesses, churches, hospitals, etc.) that may be required by the Engineer. The cost shall be included in the bid item for Traffic Control Devices.

Bus Stops

The Contractor shall maintain all existing bus stop locations on this project in a safe manner, or provide alternate bus stop locations and related directional signage as required by the Engineer.

Flagging of Traffic

Flagging of traffic will be permitted during work hours.

Traffic Control Plan

The Contractor shall submit a traffic control plan for approval, showing placement of all traffic control devices, including all conflict signs to be covered/removed or relocated, or other features that may conflict with the placement of temporary signage. This plan shall be submitted to the Engineer at the Pre-Construction meeting or before and to ADOT for work impacting Highway 69 prior to beginning work. The Contractor shall allow the Engineer two (2) calendar days for review and approval of an acceptable plan.

Temporary Traffic Control Zone and Safety

At the Pre-Construction meeting, the Contractor shall designate an employee, other than the Project Superintendent, who is knowledgeable in the principles and methods of proper traffic control and safety. This employee shall be available on the project side during all periods of construction to coordinate and maintain safe, acceptable, and effective temporary barricading whenever construction affects traffic. This person shall be the point of contact for the Engineer, and fully responsible for the Contractor's traffic control setup.

TS-401.3.4 Sequence of Construction

The sequence of construction shall conform to the requirements of the Special Traffic Regulations. The project shall follow a phasing plan approved by the Engineer. All land shall be maintained on a paved surface or compacted all weather surfaces.

TS-401.4 Method of Measurement

No measurement will be done for individual traffic control devices and signing. The lump sum amount for traffic control and signing, if listed in the Bid Schedule, shall be prorated over the length of the project and a portion of the lump sum paid accordingly on the partial pay estimates.

Whenever review by the Engineer determines that traffic maintenance and control is insufficient or deficient with the approved plan, a written list of deficiencies shall be provided to the Contractor.

Deficiencies not corrected within 24 hours will result in a deduction from the Contractor's pay estimate based on current market prices for the deficient devices and flagmen, as appropriate. The deduction will continue until corrections have been made and verified by the Engineer. The Contractor will be provided with a written itemization of deductions.

TS-401.5

Basis of Payment

Payment shall be made at the contract unit price, if listed in the Bid Schedule, for traffic control. This price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the item.

Payment will be made under:

Construction Traffic Control

Lump Sum (LS)

APPENDIX A

Appendix B

APPENDIX C
Bid Schedule
2015/2016
Pavement Preservation Cost

Item No.	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	LS		
2	Allowance for extra work	1	LS	\$1500.00	
3	Storm Water Pollution Prevention	1	LS	\$0.00	
4	Traffic Control	1	LS		
5	Prepare road surface with hot patch repair	25	Ton		
6	Fog Seal Per Mag Section 333 using CQS-1h 50/50 -.10 Application Rate	86796	SY		
7	Double Yellow Centerline Stripe	9134	LF		
8					
9					
10					
11	Total Base Bid				

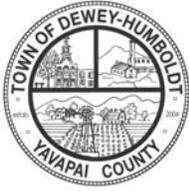
Alternate Bid #1

12	Fog Seal Per Mag Section 333 using CQS-1h 50/50 – Add .05 Application Rate	86796	SY		

Alternate Bid #2

13	Fog Seal Per Mag Section 333 using CQS-1h 50/50 – Add .10 Application Rate	86796	SY		

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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 SESSION

September 1, 2015 - 6:30 p.m. Town Council Meeting Chambers

Agenda Item: # 9.2 and 9.3 Ordinance 15-114 Council Adjournment and Ordinance 15-115 Mayoral Duties

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: July 31, 2015

Recommendation: Adopt the Ordinances

Summary:

At the July 14th Council Study Session, Council proposed a few code changes to Town Code Sections under TITLE I Chapter 30. One of the changes was to § 30.107 Time of Adjournment. Town attorney prepared the ordinance based on your decision. We recommend adoption of Ordinance 15-114.

The Council also proposed changes to § 30.031 Mayor and Vice Mayor at the same meeting. Council had a question regarding whether Council can legally direct the prosecutor to consider charging the Mayor with a civil violation of the Town Code. In their August 10 memorandum, The Town Attorney answered this and a few other questions that were raised by Council proposed changes to § 30.031. There are first amendment issues and use of town property issues to consider. The Town Attorney's memo explaining these matters has been provided to Council separately. As a result, ordinance 15-115 has been prepared. Staff recommends adoption of Ordinance 15-115.

ORDINANCE No. 15-114

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 30 TOWN COUNCIL AND OFFICIALS, SUB-CHAPTER COUNCIL MEETINGS, § 30.107 TIME OF ADJOURNMENT RELATED TO SETTING TIME LIMITS FOR COUNCIL MEETINGS; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES

Now, Therefore, 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 30 Town Council and Officials, Subchapter Council Meetings, Section 30.107 Time of Adjournment is hereby amended to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

It is the policy of the town that all evening meetings of the Council, ~~including study sessions,~~ be adjourned no later than 10:00 p.m. STUDY SESSIONS SHALL BE ADJOURNED NO LATER THAN 6:00 P.M. ~~, which time is~~ THESE TIMES SHALL BE referred to as the “Normal TimeS of adjournment”. ~~No new item of business shall be taken up by the Town Council after the normal time unless~~ The Council, ~~has determined~~ by majority vote, MAY DECIDE to set aside this policy AND CONSIDER ANY OR ALL OF THE ITEMS REMAINING ON THE AGENDA. ~~In the event~~IF it appears that the entire agenda cannot be completed ~~by~~BEFORE the normal time of adjournment, the Council may DECIDE BY MOTION TO ~~take up~~CONSIDER and act upon the more pressing agenda items. All ~~agenda~~ items THAT ARE not considered BECAUSE OF THIS TIME LIMITATION ~~at the meeting~~ shall be CONTINUED BY THE COUNCIL TO ~~on the agenda of the next regular,~~ OR special ~~or adjourned regular~~ meeting ~~unless the Council directs otherwise~~. AT OR BEFORE THE NORMAL TIME OF ADJOURNMENT, THE PRESIDING OFFICER SHALL ASK FOR A MOTION TO ADJOURN AND, UPON COUNCIL APPROVAL, THE MEETING SHALL BE ADJOURNED.

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

ORDINANCE N~~o~~-15-115

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 30 TOWN COUNCIL AND OFFICIALS, SUBCHAPTER TOWN OFFICIALS, § 30.031 MAYOR AND VICE MAYOR; APPOINTMENT, POWER AND DUTIES RELATED TO RENAMING THE SECTION AND CLARIFYING THE DUTIES AND RESPONSIBILITIES OF THE MAYOR; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING PENALTIES

Now, Therefore, 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 30 Town Council and Officials, Subchapter Town Officials, Section 30.031 Mayor and Vice Mayor is hereby amended to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

§ 30.031 Mayor and Vice Mayor; ~~Appointment, Powers and Duties;~~ APPOINTMENT OF VICE MAYOR.

(A) ~~The Mayor is the official head of the town for all ceremonial purposes.~~ **PREAMBLE.** PURSUANT TO ARIZONA REVISED STATUTES, IN ADDITION TO BEING A MEMBER OF THE TOWN COUNCIL, THE MAYOR IS THE TOWN'S CHIEF EXECUTIVE OFFICER. ALL AUTHORITY IN TOWN GOVERNMENT ULTIMATELY RESIDES WITH THE TOWN COUNCIL OF WHICH THE MAYOR COMPRISES ONE-SEVENTH OF ITS MEMBERSHIP. EXCEPT AS SET FORTH IN THE ARIZONA CONSTITUTION AND THE ARIZONA REVISED STATUTES, THE MAYOR HAS NO DUTIES, RESPONSIBILITY OR AUTHORITY NOT DELEGATED BY THE COUNCIL. THIS SECTION SETS FORTH THE DUTIES, RESPONSIBILITIES AND AUTHORITY DELEGATED BY THE COMMON COUNCIL TO THE MAYOR.

(B) THE MAYOR SHALL PERFORM SUCH DUTIES AS PRESCRIBED BY TOWN ORDINANCE, AS IMPOSED BY THE TOWN COUNCIL, OR AS REQUIRED BY THE CONSTITUTION AND LAWS OF THE STATE OF ARIZONA, INCLUDING THE FOLLOWING:

- (1) THE MAYOR IS THE OFFICIAL HEAD OF THE TOWN FOR ALL CEREMONIAL PURPOSES.

- ~~(B)~~(2) The Mayor does not possess any power of veto.
- (3) THE MAYOR (AND ANY OTHER MEMBER OF COUNCIL) SHALL NOT USE TOWN LETTERHEAD FOR ANY CORRESPONDENCE WITHOUT THE EXPRESS APPROVAL OF A MAJORITY OF THE TOWN COUNCIL AND UNLESS IT REFLECTS THE VIEW OF THE MAJORITY OF THE COUNCIL AS EXPRESSED BY EITHER VOTE OR CONSENSUS.
- (4) THE MAYOR SHALL NOT ACT AS A REPRESENTATIVE OF THE TOWN BEFORE ANY OTHER TOWN, CITY, COUNTY, STATE, OR FEDERAL GOVERNMENT OR AGENCY WITHOUT THE EXPRESS APPROVAL OF A MAJORITY OF THE TOWN COUNCIL. IF COUNCIL HAS PREVIOUSLY APPOINTED A COUNCILMEMBER TO ACT AS THE TOWN'S REPRESENTATIVE TO SUCH A BODY OR MEETING, THE MAYOR MAY ATTEND AS AN OBSERVER AND SHALL NOT PARTICIPATE IN THE MEETING UNLESS ACTING AS AN ALTERNATE REPRESENTATIVE OF THE TOWN.
- (5) ~~(C)~~The Mayor AND VICE MAYOR, OR THEIR Council designee[S], SHALL coordinates with the Town Manager in the TO development of agendas for meetings of the Town Council.
- ~~(E) The Mayor may perform such other duties consistent with the mayoral office as may be prescribed by town ordinance, as may be imposed by the Council, or as required by state law. Specific duties include:~~
- ~~(46)~~ The Mayor shall act as the chairman of the Council and preside over its meetings in accordance with Robert's Rules of Order AND WITH THE COUNCIL PROCEDURES SET FORTH IN §§ 30.107 AND 30.109 OF THIS CODE. ~~However,~~
- (7) AS A MEMBER OF THE COUNCIL, THE MAYOR SHALL HAVE THE SAME RIGHTS AND PRIVILEGES AS ALL OTHER COUNCILMEMBERS, INCLUDING THE ABILITY TO MAKE, SECOND, AND VOTE ON MOTIONS MADE BY THE COUNCIL.
- (8) THE MAYOR MAY MAKE INQUIRIES TO TOWN STAFF BUT SHALL NOT INTERFERE WITH THE TOWN MANAGER'S AUTHORITY, EITHER BY GIVING ORDERS OR EXPLICIT DIRECTIONS, SUGGESTIONS, OR REQUESTS, PUBLICLY OR PRIVATELY, REGARDING TOWN MATTERS TO ANY

SUBORDINATES OF THE TOWN MANAGER WHETHER IT BE FINANCIAL, BUDGETARY, HUMAN RESOURCES, OR OPERATIONAL IN MANNER. THE MAYOR SHALL NOT ATTEMPT TO EXERT INFLUENCE ON THE TOWN MANAGER ON ISSUES RELATING TO THE HIRING OR REMOVAL OF PERSONS EMPLOYED BY THE TOWN OR ON ISSUES YET TO BE DECIDED ON BY THE COUNCIL.

~~(2)~~(9) The Mayor shall sign any ordinance, resolution, contract, warrant, demand or other document or instrument requiring the mayor's signature within five business days from the date the council took action requiring the mayor's signature or from notification by the town manager that such document requires the mayor's signature. If the mayor refuses or fails to sign any ordinance, resolution, contract, warrant, demand or other document or instrument authorized to be signed and requiring his signature, then the vice-mayor shall sign such ordinance, resolution, contract, warrant, demand or other document or instrument and when so signed such document shall have the same force and effect as if signed by the mayor. If the vice mayor refuses or fails to sign any ordinance, resolution, contract, warrant, demand or other document or instrument within five days from notification by the town manager that such document requires his signature, then any member of the council may sign such document and when so signed such document shall have the same force and effect as if signed by the mayor.

~~(3)~~(10) The Mayor may, by proclamation, declare a local emergency to exist due to any natural or man-made calamity or disaster. The Mayor may also declare such an emergency in the event of a threat of occurrence of riot or other acts of civil disobedience which endanger life or property within the town. After declaration of any such emergency, the Mayor shall govern by proclamation and impose any and all necessary regulations to preserve the peace and order of the town, including but not limited to:

- (a) Imposition of a curfew for all or any portion of the town;
- (b) Ordering the closing of any business;
- (c) Closing to the public access to any public building, street or other public place; or

- (d) Calling upon regular or auxiliary law enforcement agencies and organizations within or without the town for assistance in providing for the safety of the town, its citizens and property.

~~(4)~~(11) As the Mayor may deem appropriate, and upon request by an organization or individual, the Mayor may prepare proclamations that identify particular days or events to be of special interest to the town and its citizens.

(12) THE MAYOR SHALL PREPARE AND SUBMIT TO THE COUNCIL A BIENNIAL UPDATE ON THE EXTERNAL MEMBERSHIPS AND COMMITTEES THAT THE MAYOR PARTICIPATES IN OR SERVES ON IN HIS OR HER OFFICIAL CAPACITY. THE UPDATE SHALL INCLUDE THE ENTITY'S MISSION AND PURPOSE, ASSOCIATED COSTS, THE ROLE OF THE MAYOR, AND THE TOWN'S POSITION/POLICY FOR EACH OF THE EXTERNAL MEMBERSHIPS OR COMMITTEES. THE REPORT SHALL BE SUBMITTED AT THE FIRST REGULAR COUNCIL MEETING IN JUNE AND DECEMBER.

(13) THE MAYOR MAY PERFORM SUCH OTHER DUTIES CONSISTENT WITH THE MAYORAL DUTIES SET FORTH HEREIN AND AS REQUIRED BY TOWN ORDINANCE OR RESOLUTION, ACTION OF COUNCIL, OR ARIZONA STATE LAW.

(C) *ACTION IN EXCESS OF DELEGATION.* IF A MAJORITY OF THE TOWN COUNCIL POSSESSES A REASONABLE BELIEF THAT THE MAYOR HAS ACTED IN EXCESS OF THE TOWN COUNCIL'S DELEGATION OF DUTIES, RESPONSIBILITIES, OR AUTHORITY, THE TOWN COUNCIL SHALL DIRECT THE TOWN PROSECUTOR TO CONSIDER CHARGING THE MAYOR WITH A CIVIL VIOLATION OF THIS SECTION. IF THE TOWN PROSECUTOR BRINGS SUCH A CHARGE AND IF THE TOWN MAGISTRATE DETERMINES BY A PREPONDERANCE OF EVIDENCE THAT THE MAYOR HAS EXCEEDED HIS OR HER DELEGATED AUTHORITY, THE MAGISTRATE SHALL IMPOSE A FINE WITHIN THE GUIDELINES OF HIS OR HER AUTHORITY AND THE GENERAL PENALTIES SET FORTH IN SECTION 10.99 OF THE TOWN CODE.

(D) *FAILURE TO PERFORM.* IF A MAJORITY OF THE TOWN COUNCIL POSSESSES A REASONABLE BELIEF THAT THE MAYOR HAS FAILED TO PERFORM ANY DUTY OR RESPONSIBILITY IMPOSED ON HIM OR HER BY THIS SECTION, ANY OTHER ORDINANCE, STATUTE, OR LAW, THE TOWN COUNCIL SHALL DIRECT THE TOWN PROSECUTOR TO CONSIDER CHARGING THE MAYOR WITH A CIVIL VIOLATION UNDER THIS SECTION OR A CRIMINAL CHARGE OF NONFEASANCE IN PUBLIC OFFICE AS DEFINED BY ARIZONA REVISED STATUTES, OR THE TOWN PROSECUTOR

MAY, OF HIS OR HER OWN VOLITION, CHARGE THE MAYOR WITH A CIVIL VIOLATION UNDER THIS SECTION OR A CRIMINAL CHARGE OF NONFEASANCE IN PUBLIC OFFICE AS DEFINED BY ARIZONA REVISED STATUTES. IF THE TOWN PROSECUTOR BRINGS A CIVIL CHARGE AND IF THE TOWN MAGISTRATE DETERMINES BY A PREPONDERANCE OF EVIDENCE THAT THE MAYOR HAS FAILED TO PERFORM AS REQUIRED BY THIS SECTION, THE MAGISTRATE SHALL IMPOSE A FINE WITHIN THE GUIDELINES OF HIS OR HER AUTHORITY AND GENERAL PENALTIES SET FORTH IN THE TOWN CODE. IF THE TOWN PROSECUTOR BRINGS A CRIMINAL CHARGE OF NONFEASANCE IN PUBLIC OFFICE AND THE TOWN MAGISTRATE FINDS THE MAYOR GUILTY, THE MAYOR SHALL BE SUBJECT TO THE MAXIMUM CRIMINAL PENALTY AVAILABLE FOR SUCH A VIOLATION. IF THE TOWN PROSECUTOR BRINGS BOTH A CIVIL AND A CRIMINAL CHARGE AND THE MAYOR IS FOUND RESPONSIBLE FOR THE CIVIL CHARGE AND GUILTY OF THE CRIMINAL CHARGE, THE MAYOR SHALL BE SUBJECT TO BOTH THE CRIMINAL PENALTIES AND THE CIVIL FINE, BUT IF FINES ARE IMPOSED FOR THE CRIMINAL OFFENSE, THEY SHALL OFFSET ANY FINES IMPOSED FOR THE CIVIL OFFENSE.

~~(D)~~(E) *APPOINTMENT OF VICE MAYOR; TERM.* ~~In the Mayor's absence, the Vice Mayor shall perform the duties of the Mayor.~~ Absent a vote of no-confidence, AT THE SECOND COUNCIL MEETING IN DECEMBER EACH YEAR, the TOWN Council ~~will~~SHALL appoint the most senior Councilmember who has not already been the Vice Mayor to the Vice Mayor position FOR A ONE-YEAR TERM OR UNTIL A NEW VICE MAYOR IS APPOINTED. ~~A Council Member will serve in the role of Vice Mayor for a single year or until removed.~~

(F) *DUTIES OF VICE MAYOR.* THE VICE MAYOR SHALL PERFORM THE DUTIES OF THE MAYOR IN THE MAYOR'S ABSENCE AND SHALL PERFORM SUCH OTHER DUTIES AS MAY BE, FROM TIME TO TIME, DELEGATED BY THE TOWN COUNCIL.

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

CURRENT CODE

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30.031 MAYOR AND VICE MAYOR; APPOINTMENT, POWER AND DUTIES.

(A) The Mayor is the official head of the town for all ceremonial purposes.

(B) The Mayor does not possess any power of veto.

(C) The Mayor, or Council designee, coordinates with the Town Manager in the development of agendas for meetings of the Town Council.

(D) In the Mayor's absence, the Vice Mayor shall perform the duties of the Mayor. Absent a vote of no-confidence, the Council will appoint the most senior Councilmember who has not already been the Vice Mayor to the Vice Mayor Position. A Council Member will serve in the role of Vice Mayor for a single year or until removed.

(E) The Mayor may perform such other duties consistent with the mayoral office as may be prescribed by town ordinance, as may be imposed by the Council, or as required by state law. Specific duties include:

(1) The Mayor shall act as the chairman of the Council and preside over its meetings in accordance with *Robert's Rules of Order*. However, as a member of the Council, the Mayor shall have the same rights and privileges as all other Councilmembers have including the ability to make, and second, motions and vote on motions made by the Council.

(2) The Mayor shall execute and authenticate by his or her signature all such instruments as the Council or any statutes, ordinances or this code may require.

(3) The Mayor may, by proclamation, declare a local emergency to exist due to any natural or man-made calamity or disaster. The Mayor may also declare such an emergency in the event of a threat of occurrence of riot or other acts of civil disobedience which endanger life or property within the town. After declaration of any such emergency, the Mayor shall govern by proclamation and impose any and all necessary regulations to preserve the peace and order of the town, including but not limited to:

(a) Imposition of a curfew for all or any portion of the town;

(b) Ordering the closing of any business;

(c) Closing to the public access to any public building, street or other public place; or

(d) Calling upon regular or auxiliary law enforcement agencies and organizations within or without the town for assistance in providing for the safety of the town, its citizens and property.

(4) As the Mayor may deem appropriate, and upon request by an organization or individual, the Mayor may prepare proclamations that identify particular days or events to be of special interest to the town and its citizens. (Ord. 09-49, passed 4-7-2009; Am. Ord. 09-56, passed 9-8-2009; Am. Ord. 13-100, passed 9-17-2013)

[File: 1908-003-0000-0000; Desc: Mayoral Duties - Proposed Amdt sec 30-031 PS Redlines rev 8-19-15; Doc#: 233193v5](#)

PROPOSED 30.031

MAYOR AND VICE MAYOR; ~~APPOINTMENT,~~ POWER AND DUTIES;
APPOINTMENT OF VICE MAYOR.

(A.) Preamble.

Pursuant to Arizona Revised Statutes, in addition to being a member of the ~~Common-Town~~ Council, the Mayor is the Town's Chief Executive Officer. All authority in Town government ultimately resides with the ~~Common-Town~~ Council of which the Mayor comprises one-seventh of its membership. Except as set forth in the Arizona Constitution and the Arizona Revised Statutes, the Mayor has no duties, responsibility or authority not delegated by the Council. This section sets forth the duties, responsibility and authority delegated by the Common Council to the Mayor.

(B.) The Mayor ~~may shall~~ perform such ~~other duties consistent with the mayoral office as may be~~ prescribed by town ordinance, as ~~may be~~ imposed by the Council, or as required by ~~state law~~ the Constitution and laws of the State of Arizona, including the following. ~~Specific duties include:~~

(1) The Mayor is the official head of the town for all ceremonial purposes.

~~(2) The Mayor shall not make any statement in his or her capacity as Mayor without the express approval of a majority of the Common Council and unless it reflects the view of the majority of the council as expressed by either vote or consensus.~~

~~(23)~~ The Mayor does not possess any power of veto.

~~(34)~~ The Mayor ~~(and other members of Council)~~ shall not use Town letterhead ~~in for~~ any correspondence without the express approval of a majority of the ~~Common-Town~~ Council and unless it reflects the view of the majority of the council as expressed by either vote or consensus.

~~(45)~~ The Mayor shall not act as a representative of the Town before any other town, city, county, state or federal government or agency without the express approval of a majority of the ~~Common-Town~~ Council. ~~The Mayor, as with the other council members are free to attend meetings of the same mentioned. However if council has previously named-appointed a council member to act as the Town's representative to any said such a body or meeting, and unless acting as an alternative attendee, council members or the mayor may attend as an observer and may shall not participate in the meeting any~~

File: 1908-003-0000-0000; Desc: Mayoral Duties - Proposed Amdt sec 30-031 PS Redlines rev 8-19-15; Doc#: 233193v5

manner as well as those restrictions as stated under Dewey Humboldt code ~~30.085~~ unless acting as an alternate representative of the Town.

(65) The Mayor and Vice Mayor, or their designee[s], shall coordinates with the Town Manager ~~in the to~~ development of agendas for meetings of the Town Council.

~~(7) In the Mayor's absence, the Vice Mayor shall perform the duties of the Mayor. Absent a vote of no confidence, the Council will appoint the most senior Councilmember who has not already been the Vice Mayor to the Vice Mayor Position. A Council Member will serve in the role of Vice Mayor for a single year or until removed.~~

(86) The Mayor shall act as the chairman of the Council and preside over its meetings in accordance with Robert's Rules of Order, and with the exception of those guidelines called out Council Procedures set forth in §§ 30.107 and 30.109 of this Code or as imposed by council.

~~(7) As a member of the Council, the Mayor shall have the same rights and privileges as all other Councilmember's, have including the ability to make, and second, motions and vote on motions made by the Council.~~

(98) The mayor may make inquiries to town staff but ~~may shall not~~ interfere with the town manager's authority, either by giving orders or explicit directions, suggestions or requests, publicly or privately, regarding ~~city-town~~ matters to any subordinates of the ~~city-town~~ manager whether it be financial, budgetary, human resources, or operational in manner. The Mayor shall not attempt to exert influence on the town manager on issues relating to the hiring or removal of persons employed by the town or on issues yet to be decided on by the council.

~~(409)~~ The Mayor shall execute and authenticate by his or her signature all such instruments as the Council or any statutes, ordinances or this code may require.

(104) The Mayor may, by proclamation, declare a local emergency to exist due to any natural or man-made calamity or disaster. The Mayor may also declare such an emergency in the event of a threat of occurrence of riot or other acts of civil disobedience which endanger life or property within the town. After declaration of any such emergency, the Mayor shall govern by proclamation and impose any and all necessary regulations to preserve the peace and order of the town, including but not limited to:

- (a) Imposition of a curfew for all or any portion of the town;
- (b) Ordering the closing of any business;
- (c) Closing to the public access to any public building, street or other public place; or

[File: 1908-003-0000-0000; Desc: Mayoral Duties - Proposed Amdt sec 30-031 PS Redlines rev 8-19-15; Doc#: 233193v5](#)

(d) Calling upon regular or auxiliary law enforcement agencies and organizations within or without the town for assistance in providing for the safety of the town, its citizens and property.

(112) As the Mayor may deem appropriate, and upon request by an organization or individual, the Mayor may prepare proclamations that identify particular days or events to be of special interest to the town and its citizens.

(123) The Mayor shall prepare and submit to the Council a biennial update on the external memberships and committees that the Mayor participates in or serves on in his or her official capacity. The update shall include the entity's mission and purpose, associated costs, the role of the Mayor and the town's position/policy for each of the external memberships or committees. The report shall be submitted at the first regular council meeting in June and December.

(13) The mayor may perform such other duties consistent with the mayoral duties set forth herein and as required by town ordinance or resolution, action of council or Arizona state law.

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(C) Action in Excess of Delegation.

If a majority of the ~~Common-Town Council~~ determine possesses a reasonable belief that the Mayor has acted in excess of the ~~Common-Town Council's~~ delegation of duties, responsibilities or authority, the ~~Common-Town Council~~ shall direct the Town Prosecutor to consider charging the Mayor with a civil violation ~~under of this Section.~~ If the Town Prosecutor brings such a charge and if the Town Magistrate determines by a preponderance of evidence that the Mayor has exceeded his or her delegated authority, the Magistrate shall impose a fine within the guidelines of his or her authority and ~~within the restrictions of any other code violation withingeneral penalties set forth in the Town of Dewey-HumboldtCode.~~

(D) FAILURE TO PERFORM

If a majority of the ~~Common-Town Council~~ determine possesses a reasonable belief that the Mayor has failed to perform any duty or responsibility imposed on him or her by this section, any other ordinance, statute or law, the Common Council shall direct the Town Prosecutor to consider charging the Mayor with a civil violation under this section or a criminal charge of Nonfeasance in Public Office as defined by Arizona Revised Statutes, or the Town Prosecutor may, of his or her own volition, charge the Mayor with a civil violation under this section or a criminal charge of Nonfeasance in Public Office as defined by Arizona Revised Statutes. If the Town Prosecutor brings a civil charge and if the Town Magistrate determines by a preponderance of evidence that the Mayor has failed

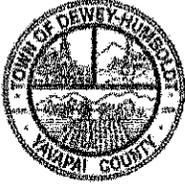
File: 1908-003-0000-0000; Desc: Mayoral Duties - Proposed Amdt sec 30-031 PS Redlines rev 8-19-15; Doc#: 233193v5

to perform as required by this section, the Magistrate shall impose a fine within the guidelines of his or her authority and within the ~~restrictions of any other code violation within the general penalties of the Town of Dewey-Humboldt Code.~~ If the Town Prosecutor brings a criminal charge of Nonfeasance in Public Office and the Town Magistrate finds the Mayor guilty, the Mayor shall be subject to the maximum criminal penalty available for such a violation. If the Town Prosecutor brings both a civil and a criminal charge and the Mayor is found responsible for the civil charge and guilty of the criminal charge, the Mayor shall be subject to both the criminal penalties and the civil fine, but if fines are imposed for the criminal offense, they shall offset any fines imposed for the civil offense.

(E) *Appointment of Vice Mayor; Term.* Absent a vote of no-confidence, at the second Council meeting in December each year, the Town Council shall appoint the most senior Councilmember who has not already been the Vice Mayor to the Vice Mayor position for a one-year term or until a new vice mayor is appointed.

(F) *Duties of the Vice Mayor.* The vice mayor shall perform the duties of the mayor in the mayor's absence and shall perform such other duties as may from time to time be delegated by the Town Council.

[File: 1908-003-0000-0000; Desc: Mayoral Duties - Proposed Amdt sec 30-031 PS Redlines rev 8-19-15; Doc#: 233193v5](#)



TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
Phone 928-632-8562 • Fax 928-632-7365

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: September 1, 2015

Date of Request: August 4, 2015

Type of Action: Routine/Consent Regular

Requesting: Action Report Only

Agenda Item Text (a brief description for placement on the agenda; please be exact):
To add to Town Code the requirements per Arizona Revised Statutes
for a recall election and the limitations.

Purpose and Background Information (Detail of requested action). Town Code
shows the requirements for a referendum and initiative but not for a recall.
This is to correct that oversight and specify who can start the recall
process.

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: Proposed addition to code.

Type of Presentation: Oral

Special Equipment needed: Laptop Remote Microphone
 Overhead Projector Other: _____

Contact Person: CM Wright

Note: Per Town Code §30.105(D): Any new item will be placed under "New Business" for the council to determine its disposition. It can be acted upon at that meeting, sent to staff for more work, sent to the appropriate board or commission, set for a work session or tabled for a future date, etc.

30.044 RECALL

(A) Who may be recalled:

(1) Any public officer in the State of Arizona holding an elective office, either by election or appointment, is subject to recall by the qualified electors of the electoral district from which candidates are elected to such office. (ARS 19-201)

(B) Recall Limitations

(1) An officer shall have held office for six months before being recalled. (ARS 19-202)

(2) After one **recall** petition and election, no further **recall** petition shall be filed against the same officer during the term for which he was elected unless the petitioners signing the petition first, at the time of application for the subsequent **recall** petition, pay into the public treasury from which such election expenses were paid all expenses of the preceding election. (ARS 19-202)

(3) The person applying for a serial number for a recall must be a resident of the Town of Dewey-Humboldt.

(4) Signatures obtained on **recall** petitions by a committee or any of its officers, agents, employees or members **before** the filing of the committee's statement of organization are void and shall not be counted in determining the legal sufficiency of the petition.

Rec'd 8/10/15
JM



TOWN OF DEWEY-HUMBOLDT
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Phone 928-632-8562 • Fax 928-632-7365

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: 9-1-15

Date of Request: 8-10-15

Requesting: Action Discussion or Report Only

Type of Action: Routine/Consent Agenda Regular

Agenda Item Text (a brief description for placement on the agenda; please be exact as this will be the wording used for the agenda):

Parking area for festival

Purpose and Background Information (Detail of requested action).

To Approve using Town Property for parking @ Agua Fria Festival Sept 26, 2015

Staff Recommendation(s):

Budgeted Amount:

List All Attachments:

Type of Presentation:

Special Equipment needed: Laptop Remote Microphone

Overhead Projector Other:

Contact Person: Mayor Nolan

Note: Per Town Code §30.105(D): Any new item will be placed under "New Business" for the council to determine its disposition. It can be acted upon at that meeting, sent to staff for more work, sent to the appropriate board or commission, set for a work session or tabled for a future date, etc.

Agua Fria Festival

Old West Day

D-H Historical Society Request:

On Sept 26 2015

8 am - 5 pm

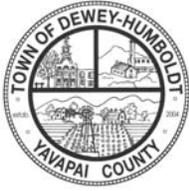
Town Owned Property
next vacant lot East
of Palaso's lot # 402-10011
would be used for
vendors / horse trailers

See A Palaso
928-499-9972



DEWEY- HUMBOLDT
MUSEUM

12925 E. MAIN ST.
P.O. BOX 85
HUMBOLDT, AZ 86329



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TOWN COUNCIL REGULAR SESSION

September 1, 2015 - 6:30 p.m. Town Council Meeting Chambers

Agenda Item: # 9.6 Pursuant to Town Ordinance 15-112 Public Body Code of Ethics, Appointing a Hearing Officer or Hearing Officers for pending Public Body Code of Ethics complaints.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: August 27, 2015

Recommendation: 1. appoint one or multiple hearing officers for pending cases and 2. direct the Hearing Officer(s) to proceed with processing the pending complaints.

Summary:

At the August 11 council study session, Town Council reviewed the list of three qualified firms or individuals prepared by the Town Attorney after a RFP process. The list consist of:

Ellen Van Piper, Debbie Spinner, and Cecil Patterson. Detailed information about them has been provided to the Council previously as it was marked as privileged information (I do recommend the Council lift the “privilege” at some point).

At the August 11th Study Session meeting, Council directed staff to contact the claimants for pending cases and bring back whether they wish to move forward with the complaints. As of August 26, 2015, the status of all violation complaints is as follows:

Claimant v. Respondent	Intake Date	Ethics Committee Status	Council Status	Latest Status as of 8/26/2015
CM Hamilton v. CM McBrady	6/16/14	1 st meeting held on 6/24/14 – More information needed from Attorney and Town Manager; 2 nd meeting held on 11/10/14 but was postponed by motion at roll call.	No recommendation made to Council by Committee to date.	Complaint wishes to withdraw the complaint.
CM Wright v. Mayor Nolan	7/1/14	Initial meeting held to review complaint on 8/29/14. Hearing called for. Hearing held on 10/10/14. Determination for recommendation made.	Council reviewed Committee determination on 11/18/14. Determined Minor violation. Case closed with no sanctions imposed.	Case closed.

CM Hamilton v. Mayor Nolan (1)	10/16/14	None	None	Complaint outstanding; complainant wishes to move forward.
CM Hamilton v. Mayor Nolan (2)	10/16/14	None	None	Complaint outstanding; complainant wishes to move forward.
Jerald Piper v. Vice Mayor Alen	10/20/14	None	None	Complaint outstanding; complainant wishes to move forward.
CM Hamilton v. Mayor Nolan	11/19/14	None	None	Complaint outstanding; complainant wishes to move forward.
Ted Brooks v. CM Hamilton	12/5/14	None	None	Complaint wishes to withdraw the complaint.

There are four pending complaints that need to be addressed. Pursuant to Town Ordinance 15-112, Staff recommends council appointing one or multiple hearing officers to process the complaints.