

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

Tuesday, October 20, 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. Tax Credit Giving Month Proclamation.

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4.2. Arizona Cities and Towns Week – October 18-24, 2015, Proclamation.

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

6. Consent Agenda.

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6.1. Minutes. Minutes from the September 1, 2015 Regular meeting and September 8, 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.

8.1. **Possible action on Proposed Citizen Survey Questionnaire.** (Continued from the September 29, 2015 Special Study Session and October 13, 2015 Work Session)

8.2. **Discussion and possible action or direction related to the Lease Agreement for Town Hall.** The Council may, by majority vote, recess the regular meeting, hold an executive session and then reconvene the regular meeting for discussion and possible action on this item.

8.2.1. **Recess into and hold an executive session** pursuant to A.R.S. § 38-431.03(A)(7) for discussions or consultations with designated representatives of the Town in order to consider its position and instruct its representatives regarding negotiations for the Lease Agreement for the Town Hall located at 2735 S. Highway 69, Dewey-Humboldt, Arizona.

8.2.2. **Reconvene Regular Meeting.**

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

9.1. **On-call Maintenance Contractor Contract Award.**

9.2. **To Release the Council-Client Privilege on the Animal Control Ordinance Memo from the Town Attorney.** [CAARF requested by Mayor Nolan]

9.3. **Request Mayor’s attendance at the Rural Transportation Summit.** [CAARF requested by Mayor Nolan]

9.4. **Approve Presentation of Brief Update on Yavapai College for November 3rd.** [CAARF requested by Mayor Nolan sponsoring presentation request from Yavapai College-Barbara Robinson)

9.5. **[Consideration of whether] Controversial proclamations must be approved by a majority of the Council before they are issued.** [CAARF requested by VM Hamilton]

9.6. **Whether to support Senator Pierce’s letter to Governor Ducey regarding Forest and Watershed Restoration.** [CAARF requested by Mayor Nolan]

10. **Public Hearing Agenda.**

THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.

11. **Adjourn.**

For Your Information:

Next Town Council Meeting: Tuesday, November 3, 2015, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, November 5, 2015, at 6:00 p.m.

Next Town Council Work Session: Tuesday, November 10, 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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Tax Credit Giving Month November 2015 Proclamation

Whereas, the State of Arizona tax credit program enables taxpayers to contribute \$200 for a single taxpayer and \$400 for taxpayers filing a joint tax return, and receive a dollar for dollar tax credit on their Arizona tax bill; and.

Whereas, the full amount can be given to a qualified charitable organization of their choice AND a school of their choice; and

Whereas, taxpayers can use their tax dollars to express their beliefs and values by supporting a charity that does the work they hold dear; and

Whereas, by donating to a qualified charitable organization and a school, taxpayers are in effect, given the opportunity to choose how to use a portion of their tax dollars; and

Whereas, taxpayers no longer need to itemize in order to participate in the Arizona Tax Credit Program; and.

Whereas, a donation that qualifies for a state tax credit is also fully deductible on a Federal tax return, reducing the Federal tax liability; and

Whereas, the Arizona Tax Credit Program is a way of keeping our tax money in this community; and

Whereas, keeping tax dollars local through the charitable giving tax credit builds a stronger and better community at no cost to the donors.

Now, therefore, I, Terry Nolan, Mayor of the Town of Dewey-Humboldt, in partnership with Yavapai Big Brothers Big Sisters, do hereby declare November 2015 as "Charitable Tax Credit Giving Month", and for the good of the community, urge residents to keep their money local by making a donation to a qualified local charity and school.

In Witness Whereof, I have hereunto set my hand this twentieth day of October, in the year of our Lord two thousand fifteen.

*Terry Nolan, Mayor
Town of Dewey-Humboldt*

*Judy Morgan
Town Clerk*

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Cities and Towns Week 2015

WHEREAS the citizens of the Town of Dewey-Humboldt rely on the Town to experience a high quality of life in our community; and

WHEREAS cities and towns in Arizona work 24 hours a day, seven days a week to deliver vital services such as fire, police and emergency medical response to ensure safe communities; and

WHEREAS cities and towns in Arizona also provide services and programs that enhance the quality of life for residents such as parks, utilities, street maintenance, sanitation and recycling services, libraries, community centers and recreational programs; and

WHEREAS it is important for the Town of Dewey-Humboldt to continue to provide excellent delivery of services and programs that our citizens have come to expect in our community; and

WHEREAS it is one of the responsibilities of town officials to ensure open and accessible government through frequent communication with citizens using various avenues and means; and

WHEREAS through participation and cooperation; citizens, community leaders, local businesses and municipal staff can work together to ensure that services provided by the Town of Dewey-Humboldt can remain exceptional elements of the quality of life of our community.

NOW, THEREFORE, be it resolved that the Town of Dewey-Humboldt joins with the League of Arizona Cities and Towns and fellow municipalities across the State of Arizona in declaring October 18-24, 2015, Arizona Cities and Towns Week.

In Witness Thereof, I, Terry Nolan, Mayor of the Town of Dewey-Humboldt have hereunto set my hand this 20th day of October, 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
SEPTEMBER 1, 2015, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, SEPTEMBER 1, 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 6:32 p.m.
2. **Opening Ceremonies.**
 - 2.1. **Pledge of Allegiance.** Led by Councilmember Dennis Repan.
 - 2.2. **Invocation.** Given by Councilmember Nancy Wright.
3. **Roll Call.** Town Council Members Arlene Alen, Mark McBrady (absent at roll call-arrived at 6:35 p.m.), Dennis Repan, Doug Treadway, Nancy Wright; Vice Mayor Jack Hamilton; and Mayor Terry Nolan were present.
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.

Mayor Nolan announced some upcoming events in the area: Prescott Valley Healing Fields, September 5-11; Agua Fria/Old West Days Festival, September 26; Yavapai County Fair, October 1-4.

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

Mayor Nolan read the letter from the Gold Prospectors of Phoenix encouraging the Council's continued support of the Dewey-Humboldt Museum.

- 4.2. **Grandfamily/Kinship Care Month Proclamation.**

Mayor Nolan read the Grandfamily/Kinship Care Month proclamation for September.

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

Planning and Zoning Commission Chairman Barry Smylie was in attendance and spoke to the Council on the status of the commission: excellent group and staff; Arizona Chapter APA is a resource for knowledge of P&Z's role; asked about culture of whether to cancel or hold meetings if not a direct need; will report goals and accomplishments in the future; working on places in code that are vague but making sure they are only working on those items that are feasible and are within their purview.

Council comment was taken on directing P&Z to read the current citizen survey; what or if the commission needs direction on; code requirement for P&Z to meet at least quarterly and working on projects directed through Council to avoid wasting resources.

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.**

Town Manager Kimball gave an overview of the two grant applications. A. Staff will not proceed with the ACA REDC grant as there are no eligible projects. 2. RAC grant is being

prepare by staff and will come to council for their approval to submit.

6. Consent Agenda.

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

Councilmember Wright made a motion to approve the minutes from the July 21, 2015 Regular Council Meeting, August 4, 2015 Regular Council Meeting and August 11, 2015 Work Session, as presented. The motion was seconded by CM Repan. It was approved unanimously.

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

No comments were received.

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.

There were no agenda items under this section.

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

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.

Public Works Supervisor Ed Hanks was present and gave an overview on the process and bids received. He answered questions on the type of oil sprayed and on traffic control bidding.

Vice Mayor Hamilton made a motion to approve awarding the 2015 Pavement Preservation contract to Earth Resources Corporation, accepting the base bid with the added alternate. The motion was seconded by CM Repan. It was approved unanimously.

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.

Mayor Nolan made a recommendation to move the adjournment time for Work Sessions from 6pm to 5pm.

Councilmember Repan made a motion to waive the client/counsel privilege on the Memo from the Town Attorney dated August 10, 2015 regarding these ordinances. The motion was seconded by CM Alen. It was approved unanimously.

There was discussion on the Mayor's recommendation of a 5pm adjournment limit.

Councilmember Repan made a motion to adopt Ordinance 15-114 as amended by the attorney (as presented at the meeting), seconded by CM Alen. It was approved by a 6-1 vote in favor, Mayor Nolan voting against.

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.

There was discussion on the Attorney's recommendations to remove language added by Council (page 55, (B)(2)) and this statement applying to all Council members already under 30.085 (E).

There was discussion on the section that talks about signing documents within a certain time and problems with execution of this section of code; reporting on outside meetings biennially rather than immediately following each meeting.

Public comment was taken on this item.

Troy O'Dell spoke on his opinion of where and when oral reports on meeting attendance should be given.

Councilmember Repan stated Council owes the citizens a report of outside meetings attended, along with the agenda and minutes from those meetings to answer to how their money is being spent and how it affects the community.

Vice Mayor Hamilton made a motion to change section B-12 to only require an annual report in December, seconded by Mayor Nolan. It was approved by a 6-1 vote in favor, CM Wright voting against.

Mayor Nolan made a motion to change the ordinance to allow the Mayor to choose the Vice Mayor. The motion failed for lack of a second.

Mayor Nolan made a motion to approve Ordinance 15-115 as amended, seconded by VM Hamilton.

Public comment was taken on this item.

Troy O'Dell spoke on emergency actions; spoke against heavy restrictions on the Mayor; striking D-4; Sections C and D applying to all Council, not just the Mayor.

There was consensus by Council to make these punitive components apply to all of Council, not just the Mayor.

A vote was taken on the motion which passed by a 5-2 vote in favor, CM McBrady and Mayor Nolan voting against.

Town Manager reviewed the amendments: page 51, last sentence – amend to “last meeting in December”, removing “June”. She will add an agenda item on the December meetings in the future. She reminded Council that Staff will implement ordinance but can't be responsible for Mayor/Council to submit reports. Wording “biennial” will be revised to “annual”, as well.

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]

Councilmember Wright gave an overview of her request, explaining the town code has sections on Initiatives and Referendums but not Recalls. Council reviewed her request and it was noted that it uses Arizona Revised Statute (ARS) verbatim except for Item (B)(3) referring to a residency requirement, which CM Wright hoped to add.

Councilmember Repan made a motion to add to Town Code the requirements per Arizona Revised Statutes for recall elections and the limitations to the Town Code, sending CM Wright's added verbiage to the Town Attorney for review and to bring it back as an Ordinance, seconded by VM Hamilton. It was approved by a 6-1 vote in favor, Mayor Nolan voting against.

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]

Mayor Nolan gave an overview of the request received from the D-H Historical Society for the “temporary” use of town vacant property for the Old West Days/Agua Fria Festival.

Sue Palacios from the D-H Historical Society was present and spoke on the use of the vacant lot for vendors and the need to clean the lot prior to the event.

Councilmember McBrady made a motion to allow D-H Historical Society the use of the land for the festival, seconded by CM Alen. It was approved unanimously.

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]

Council discussed the previous decision to appoint Debbie Spinner as the Hearing Officer for Public Body Code of Ethics complaints. An appointment by motion was needed to proceed.

Councilmember Repan made a motion to retain Debbie Spinner as a hearing officer to resolve all the Public Body Code of Ethics current cases, seconded by CM Alen. It was approved unanimously.

10. Public Hearing Agenda. None.

11. Comments from the Public.

Barry Smylie complimented the Council on the difficult work they do and how well they do it.

12. Adjourn.

The meeting was adjourned at 8:20 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
STUDY SESSION MINUTES
SEPTEMBER 8, 2015, 2:00 P.M.**

A STUDY SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, SEPTEMBER 8, 2015, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** The meeting was called to order at 2:00 p.m.
2. **Roll Call.** Town Council Members Arlene Alen, Dennis Repan, Nancy Wright; Vice Mayor Jack Hamilton; and Mayor Terry Nolan were present. Councilmembers Mark McBrady and Doug Treadway were absent.
3. **Study Session.** No legal action to be taken.

3.1. Local Government Investment Pool (LGIP) presentation by Office of the State Treasurer.
Requested by Council in May during the FY 16 Budget discussions.

Arizona State Treasurer Jeff DeWit gave an overview of the LGIP benefits, philosophy, 3 investment pools and comparison to bank rates. Mr. DeWit answered other Council questions pertaining to rate raises and fluctuations in the market last year that the Town saw with their investments.

Town Accountant Deni Thompson spoke on how she tracks the financial investment data.

3.2. Staff report of “Well water testing kits” program as a council directed expenditure item in Fiscal Year 2016 Budget and council direction of next steps.

Town Manager Kimball reported on what she has learned about the well-water testing kits, explaining there are kits available for \$32 each but these kits do not appear to fit the needs of the town. Other options are available (in Council Communication in the packet) and she is seeking direction on next steps.

There was discussion on the different level of testing needed rather than the basic kit; whether Council wanted access to testing results or not; having tests that differentiate between naturally occurring and non-natural arsenic and other heavy metals.

Councilmembers Repan and Treadway will contact Legend for pricing and Town Manager Yvonne Kimball was asked to be part of that conversation.

Town Manager Kimball announced a “Well-owner Workshop” by the University of Arizona on October 24th at the Humboldt Elementary School Library. More details will be provided in the town newsletter.

3.3. Discussion of the 2016 Citizen Survey next steps. A follow-up on Council’s service engagement letter for Yavapai College Economic Research Center to conduct the “survey”.

Town Manager Kimball gave an overview of the survey process timeline: 3 meetings with Council, the first for the initial discussion, second for review of the proposed questionnaire and third the results of the survey.

Council reviewed alternate days to meet to shorten the timeline. Council determination was to hold meeting #1 on September 29th at 2pm, with Alex Wright providing information to council in advance. Meeting #2 was scheduled for October 27th but Council can identify a better date later.

3.4. Sound Financial Management Plan – Review/Edits. Continued from the March 24th Council meeting.

Council reviewed the proposed changes, page by page in the packet.

Page 32 – edit change to 4th check-marked sentence: does NOT have bond obligations, adding NOT.

Page 33 – Council Policy number and pdf of the new resolution will be changed once modifications are approved.

Page 34 – modify wording under “Schedule”, first paragraph: The Town Council shall make any effort to... change ANY to EVERY; may adopt changed to SHALL adopt resolution. Ms. Kimball explained adoption of the budget is not mandatory by July 1st, but will look in to whether it is required for a distinguished budget award. Staff will strive to follow the award format/framework, although applying for the award will not be required.

Page 42 – First check-marked sentence: PERIODICALLY should be changed to AS NEEDED.

Page 42 – Last check-marked sentence: TOWARD should be changed to WHEN collecting civil penalties...

Page 46 – last three paragraphs set to be deleted: CM Wright asked why they are being deleted. Ms. Kimball explained fee study are expensive and this section holds a high expectation to do them on a schedule. Current fees are legitimate and comparable to region. There was discussion on the problems with doing a study so often when it is not required for a town this size.

Page 49 – Misspelling of ORDINANCE.

Page 52 – Council is good with proposed removal.

Page 53 – modify PERIODICALLY to AS NEEDED.

Page 60 – questions on removal of “Hold Harmless...” paragraphs. Removal was approved since adequately covered in previous paragraph.

Changes will be made as approved by Council.

Councilmember Wright thanked the Council for a card given to her husband.

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.

Vice Mayor Hamilton made a motion to hold a meeting on September 29th at 2:00 p.m. to hear from Ms. Alexandria Wright on the Citizen Survey Questionnaire. The motion was seconded by CM Wright. It was approved by a 5-0 vote in favor (Councilmembers McBrady and Treadway being absent).

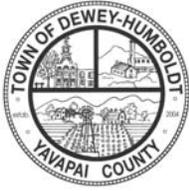
5. Comments from the Public. None.

6. Adjourn. The meeting was adjourned at 5:11 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk



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

TOWN COUNCIL REGULAR MEETING

October 20, 2015 – 6:30 pm Town Council Meeting Chambers

Agenda Item # 8.2. Discussion and possible action or direction related to the Lease Agreement for Town Hall.

To: Mayor and Town Council Members

From: Judy Morgan, Town Clerk for Yvonne Kimball, Town Manager

Date submitted: October 15, 2015

Recommendation: Provide direction to staff on the Lease Agreement for Town Hall:

Council entered into a Lease agreement for the Town Hall units and Sheriff Substation unit located at Humboldt Station Inc., 2735 S. Highway 69, Dewey-Humboldt, Arizona (APNs 402-08-079B and 402-09-024F) January of 2008. The first of two possible lease extensions was approved and went in to effect January 2012 and the second lease extension agreement in January 2014. The current lease extension agreement is due to expire the end of 2015.

At the April 21, 2015 Regular Council meeting Town Council directed staff to move forward with negotiations with Mark McBrady, property owner of Humboldt Station, on a new town hall lease agreement. Town Attorney Susan Goodwin will attend this meeting to provide an update on the negotiations to Council. This discussion will occur in Executive Session, if Council determines to do so, under A.R.S. 38-431.03(A)(7).

**EXTENSION OF
REAL PROPERTY LEASE AGREEMENT**

This Extension of Real Property Lease Agreement ("Lease Extension") is entered into by and between Humboldt Station, Inc., an Arizona corporation (herein called "Landlord") and the Town of Dewey-Humboldt, Arizona, (herein called "Tenant") on this 18 day of Dec, 2013.

RECITALS:

1. Landlord and Tenant entered into a Real Property Lease Agreement dated November 6, 2007 for the lease of certain commercial property located at 2735 S. Highway 69, Dewey-Humboldt, Arizona ("Lease Agreement").
2. In 2011 Tenant and Landlord entered into an Extension of Real Property Lease Agreement that extended the term of the Lease Agreement for two (2) years pursuant to Paragraph 2 of the Lease Agreement and set forth additional agreed upon requirements. The Lease Agreement and the Extension of Real Property Lease Agreement shall be referred to herein as the "2011 Lease".
3. Tenant desires to extend the 2011 Lease an additional two (2) years.

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises and agreements of the parties, Landlord and Tenant agree as follows:

The following provisions of the 2011 Lease shall be amended:

1. Paragraph 5 shall be amended to read as follows:

Repair of Existing Premises; Improvements. Landlord shall, at Landlord's sole expense, perform the following repairs prior to the effective date of this Lease:

- A. Repair the front walkway in the common area in front of the Leased Premises.
- B. Bring the electrical wires in the rear of the Leased Premises into compliance with the electrical code of Dewey-Humboldt.
- C. Repair the Leased Premises by installing weather stripping or other remedies to make the windows and doors as weather resistant as possible.

All other provisions of the 2011 Lease shall remain unchanged.

Entered into this 27 day of December, 2013.

LANDLORD

Humboldt Station Inc
By Mark McBrady

TENANT

Town of Dewey Humboldt
By Jerry Nolan, Mayor

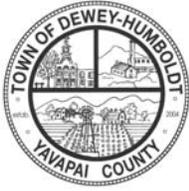
ATTEST:

Judy Morgan
Judy Morgan, Town Clerk

APPROVED AS TO FORM:

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

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

TOWN COUNCIL REGULAR MEETING

October 20, 2015 – 6:30 pm Town Council Meeting Chambers

Agenda Item # 9.1. On-Call Maintenance Contractor Award of Contract.

To: Mayor and Town Council Members

From: Ed Hanks, Public Works Supervisor

Yvonne Kimball, Town Manager

Date submitted: April 17, 2015

Recommendation: Award Earth Resources Corp. on-call maintenance contract.

Summary:

The On-call Maintenance Contract was advertised in September with the Bid Opening on October 12, 2015. We received one bid.

Earth Resources Corp. prepared and submitted the only bid documents for this advertisement. All bids are based on unit cost. The bid numbers are based on the type of work the Town has had completed by an outside contractor over the last three years. Attached is a breakdown of the bid amounts and the contract document that gives a description of each bid and the work involved. Considering Earth Resources Corp. is a locally owned company with a solid reputation of doing quality work in a timely manner, staff recommends the Council to award the On-call Maintenance contract to Earth Resources Corporation.

2015 On Call Contract Bid Tabulation

	A	B	C	D	E	F	G	H	I	J
1					Earth Resources Inc					
2	Item No.	Description	Quantity	Unit	Unit Price	Total Price				
3	Bid No1									
4	1	Mobilization	1	L.S.	\$ 500.00	\$ 500.00				
5	2	Grade Dirt Roads - Level 1	1	Per Mile	\$ 875.00	\$ 875.00				
6										
7	Bid No2									
8	1	Mobilization	1	L.S.	\$ 750.00	\$ 750.00				
9	2	Load, Spread and compact road maintenance material,Such as Millings or equivalant Material.	1	Per Ton	\$ 14.00	\$ 14.00				
10										
11	Bid No3									
12	1	Mobilization	1	L.S.	\$ 250.00	\$ 250.00				
13	2	Clean Culverts(Minimum of 5 per call out)	1	Each	\$ 400.00	\$ 400.00				
14	3	Clean Ditches (Minimum of 600 LF per call out)	1	L.F.	\$ 3.50	\$ 3.50				
15										
16	Bid No4									
17	1	Mobilization	1	L.S.	\$ 250.00	\$ 250.00				
18	2	18" HDPE	1	L.F.	\$ 38.00	\$ 38.00				
19	3	18" End Section	1	Each	\$ 300.00	\$ 300.00				
20	4	24" HDPE	1	L.F.	\$ 48.00	\$ 48.00				
21	5	24" End Section	1	Each	\$ 350.00	\$ 350.00				
22	6	Haul Off excess Material	1	Per Ton	\$ 12.00	\$ 12.00				
23	7	Fill Material	1	Per Ton	\$ 17.00	\$ 17.00				
24	8	Rip-Rap D50=8" or Greater	1	Per Ton	\$ 80.00	\$ 80.00				
25										
26	Bid No5									
27	1	Mobilization	1	L.S.	\$ 250.00	\$ 250.00				
28	2	Pot Hole Repair(5 Ton Minimum)	1	Per Ton	\$ 350.00	\$ 350.00				
29	3	Road Failure (5 Ton Minimum)	1	Per Ton	\$ 400.00	\$ 400.00				
30	4	Intersection Return AB applied (5 Ton Minimum)	1	Per Ton	\$ 72.00	\$ 72.00				
31										
32	Bid No6									
33	1	Mobilization	1	L.S.	\$ 150.00	\$ 150.00				
34	2	210 Gannon Tractor or equivalant and operator (4 Hour Minimum)	1	Per Hr.	\$ 70.00	\$ 70.00				
35										
36	Bid No7									
37	1	Mobilization	1	L.S.	\$ 500.00	\$ 500.00				
38	2	Level 2 Dirt Road Grading (Approximately 1.5 Miles per Year)	1	Per Mile	\$ 3,000.00	\$ 3,000.00				

TOWN OF DEWEY-HUMBOLDT

On-Call Town Maintenance



CONTRACT DOCUMENTS AND SPECIFICATIONS

TOWN OF DEWEY-HUMBOLDT

2735 S. Highway 69
Humboldt, Arizona 86329

October 2015

**Town of Dewey-Humboldt
On-Call Town Maintenance**

Section	Subject	Pages
00200	Call for Bids.....	3
00300	Scope of work.....	4
00400	Bid Schedule.....	7
00500	Agreement.....	11

Appendix A-Map of Town owned roads

Appendix B

Appendix C

SECTION 00200 - CALL FOR BIDS

1. Bids. The Town of Dewey-Humboldt will receive sealed Bids at the Town of Dewey-Humboldt, 2735 S. Highway 69, Humboldt, Arizona 86329, telephone number 928.632.7362 for the On-Call Maintenance work including, but not limited to road grading, ditch clean out, low water crossing clean-up and culvert cleaning, pot hole and road failure repair and minor drainage facility improvements until 2:00 P.M. on October 12, 2015 when all Bids that have been duly received will be opened publicly. The project includes, but is not necessarily limited to, the following items of work:

Bid No.1

Grading of dirt roads which includes grading ditches and removing the windrow created by previous grading operations on the edge of the roads/ditches for approximately 11 miles of Town-owned dirt roads, as needed, but no more than three times a year.

Bid No.2

Provide all construction equipment and labor to spread and compact Town supplied road maintenance materials to various roads within the Town.

Bid No.3

Provide equipment and labor for Culvert cleaning and ditch cleaning and after rains at various locations in Town, to be provided within a 24 hour response time after notification from the Town.

Bid No.4

Provide equipment and labor to install drainage culverts and associated appurtenances within Town owned right-of-way, as directed by the Town. This bid is limited to minor drainage repair and improvement projects.

Bid No.5

Provide equipment and Labor to repair pot-holes, road failure, Intersection return repairs, etc.

Bid No.6

Provide Equipment and Labor to clean dirt and Material from Low Water Crossings, Touch up Dirt roads after storms in between dirt road grading.

All work will be as needed by the Town. The Town makes no guarantee as to any specific quantity of work.

2. Bid Documents. Bona-fide licensed contractors may secure Bid Documents at the following Location:

Town of Dewey-Humboldt
2735 S. Highway 69
Humboldt, Arizona 86329.

All technical questions relating to this work may be directed to the Town of Dewey-Humboldt, Attention: Ed Hanks, Public Works Supervisor at 928.632.7362. email: edhanks@dhaz.gov.

Bid Documents consist of a Scope of work description, sample contract and bid schedule, and three (3) references for each phase of work or Bid No. (Excluding Bid No. 6)

3. Mandatory Pre-Bid Meeting: A mandatory pre-bid meeting will be held at 2:00 PM Monday September 21, 2015 at:

Town of Dewey-Humboldt offices
2735 S. Highway 69
Humboldt, AZ 86329

3. Award. The Town of Dewey-Humboldt Council reserves the right to reject any or all Bids, to waive any non-conformance, to re-advertise for bids, and to withhold the award for any reason the Town of Dewey-Humboldt determines.

Ed Hanks
Public Works Supervisor
Town of Dewey-Humboldt

SECTION 00300 SCOPE OF WORK

All work will comply with the latest edition of MAG Specifications and Details, and Yavapai County Drainage Criteria. No Bid Bonds, or Performance and Payment bonds are required. Commercial Contractors License in good standing is required. Insurance requirements are shown in the Agreement.

Each bid shall stand alone and the Town may award each bid to a different contractor.

The Town may award a contract for each bid to more than one contractor in order to ensure the availability of a contractor to do the work due to the quick response time required to complete the work. There are no guarantees that any of the selected contractors will actually be given a notice to proceed on any bid or portion of any bid, it all depends on the needs of the Town.

No compensation will be considered if a selected contractor is not requested by the Town to do any of the work in which he has bid or has been given a contract. In order to start work, the selected contractor must be given a notice to proceed with a description of the work that he has been selected to complete based on the bid numbers he has quoted.

Bid No.1:

Short Description: Grading of dirt roads which includes pulling bar ditches and removing any existing windrow created by previous grading operations on the edge of the roads/ditches for Approximately 11 miles of Town owned dirt roads.

Grading all Town owned dirt roads to a smooth finish as needed. The work requires a Blade, water Truck, pneumatic roller, and one qualified operator for each piece of equipment. The schedule for this work will be determined by the Town. A bid item shall include mobilization costs of each scheduled grading. Any and all traffic control that may be needed. No dirt from the grading operations shall be deposited in the roadside ditches. Any dirt or debris that is left in the roadside ditches shall be removed by the contractor at no cost to the Town.

There are approximately 11 miles of Town owned dirt roads Shown in Exhibit A.

Bid No.2:

Short Description: Provide all construction equipment and labor to haul, spread and compact Town supplied road maintenance materials to various roads within the Town.

The contractor shall provide all labor and equipment to spread and compact Town supplied millings or equivalent material to various roads within the Town. Some of these roads have had millings compacted on them in previous years.

The materials shall be spread and compacted to an approximate thickness of 3 inches.

The contractor shall be paid per ton for all work including but not limited to the loading, hauling, spreading, compacting, watering and placing millings on the roadways described above. The actual locations for the placement of the millings will be directed by the Town. (Town supplied material will be located within Town Limits. Longest haul approximately 10 miles.) There will be a 50 ton minimum per scheduled application.

In order to get an accurate weight on trucks used to haul the millings, the contractor shall get the truck weighed empty, then load the trucks and get them weighed. The weight difference shall be the tonnage placed and compacted.

Bid No.3:

Short Description: Provide equipment and labor for culvert and ditch cleaning, after rains at various locations in Town, provided within a 24 hour response time.

For culvert cleaning and ditch cleaning, contractor shall provide appropriate equipment and labor to accomplish work and any traffic control that may be necessary.

Culvert cleaning shall include removing dirt that is plugging existing culverts. Culverts to be cleaned shall be shown to the selected contractor at the time of cleaning. Driveway culverts are the responsibility of the Owner. Work shall also include grading the existing ditch 50 feet on both ends of the culvert to restore the drainage at various locations in Town. Dirt removed from cleaning and grading shall be removed from the site and shall be considered incidental to the work.

The Town will give the contractor a minimum of 5 culverts to be cleaned at each time they are requested to come out for culvert cleaning. Item will be bid and paid on a per culvert basis. Culverts are 18" diameter with an average length of 35 feet.

Ditch cleaning will include removing silt and dirt from roadside ditches after rainstorms. Ditches to be cleaned shall be shown by the Town to the selected contractor at the time of cleaning. The bid has a base quantity of 600 linear feet which is the minimum linear feet of ditches to be cleaned at one time. Additional footage of ditches will be paid at the linear foot price for additional ditch cleaning bid by the contractor. Dirt and silt removed from cleaning shall be removed offsite and proper disposal of the dirt and silt are the sole responsibility of the contractor.

Existing pavement damaged by the contractor shall be repaired at no cost to the Town.

Quote shall include mobilization costs. This item will be paid based on each Authorization for Services that is issued by the Town to the contractor. Consecutive days of comparable work will not constitute separate requests. This item will be bid and paid per the bid fee schedule.

Due to the quick time frame to have the low water crossing cleaned, culverts to be cleaned, and pot-holes repaired (24 hours), more than one contractor may be awarded this portion of the work.

Bid No.4:

Short Description: Provide equipment and labor to install drainage culverts and associated appurtenances within Town owned right-of-way as directed by the Town. This bid is limited to minor drainage repair and improvement projects.

The work will entail installing drainage culverts and associated appurtenances within Town owned right-of-way as directed by the Town. No permit will be required by the Town to complete the work. The bid item shall include excavation of trench, bedding and shading material, laying the culvert to proper grade, backfilling, compacting, and returning the finished grade to pre-construction condition. The culverts shall be smooth bore High Density Polyethylene (HDPE) pipe. Pipe joints required for an installation shall be considered incidental to the cost and no separate payment shall be made. Culvert installation will have a 20 Linear Feet minimum.

A separate line item has been included as a contingency for any fill material that may be required as a condition of culvert installation. The fill material shall be free of organic material, contaminating material, and hazardous objects. The fill material shall be screened to remove large objects to allow for adequate compaction. Any excess dirt shall be disposed offsite without damaging the existing pavement. A weigh ticket will be required by the Town to verify the quantity.

Existing Pavement damaged by the contractor shall be repaired at no cost to the Town.

Rip-rap erosion protection may be required at the inlets and outlets of the culverts. The rip-rap shall have a D50 of eight (8) inches or greater. The rip-rap shall be installed so that the top of the rip-rap matches the flow line of the channel. The placement and amount of rip-rap shall be directed by the Town. A weigh ticket will be required by the Town to verify the quantity. The bid shall include mobilization, all material, labor, and equipment to install the applicable drainage culvert or rip-rap. Rip Rap will have a 20 Ton Minimum per call out.

Bid No.5: Provide equipment and Labor to repair pot-holes, road failure, Intersection return repairs, etc.

A “pot hole” is defined as a failure less than five (5) square feet.

Pot hole repair shall include providing 1/2 inch AC to fill in various pot holes. The work shall include tack oil and compaction of the AC at various locations in Town. The Town will try to give the contractor as many pot holes to be repaired as possible but the minimum amount to be paid by the Town will be 5 tons, additional tons will be paid on a per ton basis at the bid item for additional tonnage. The work will entail repairing chip sealed and asphalt concrete roads. The area of repair shall be compacted with appropriate equipment to provide a smooth finish. A tack coat will be required on asphalt concrete roads and may be omitted on chip sealed roads. Repair of pot holes will require loose material to be removed from the failure area, placing 1/2 inch hot-mix asphalt concrete, and compaction.

A “road failure” is defined as a failure greater than five (5) square feet.

Repair of road failures will require saw cutting to provide a clean edge, removing material, compacting base, placing ½ inch asphalt concrete, and compacting. All removed material shall be disposed of offsite.

An “intersection return” is defined as a type of road failure that occurs adjacent to the traveled way as a result of vehicles cutting the corner radius. Intersection return repair shall include placing an aggregate base course along the edge of the roadway compacted to 95% proctor. The material shall be sloped to drain away from the roadway. A weigh ticket will be required by the Town to verify the quantity.

Areas along the roadway centerline may require the preservation of monuments. These monuments shall be preserved prior to repairing paved road surface. The monuments shall be preserved per Maricopa Association of Governments Standard Detail 270 Frame and Cover. The bid item should include all materials and labor required to install the frame and cover per the detail.

The Bid Totals shall include mobilization all material, equipment and labor to perform the projects.

A weight ticket will be required to process payment.

This item will be paid per the bid fee schedule.

Bid No.6: Provide Equipment and Labor to clean dirt and Material from Low Water Crossings, Touch up Dirt roads after storms in between dirt road grading, or equivalent work as needed.

This bid Item shall consist of delivery of a 210 Gannon Tractor or equivalent and one operator. To perform dirt and debris cleaning from low water crossing, grade and touch up dirt roads with erosion problems after storms (in between road grading projects) or equivalent work as needed and Directed by the Public Works Supervisor.

Total bid shall include mobilization, at a per hour rate (4 hours minimum) for the equipment and labor.

Contractor will be responsible for blue stake on all items except Bid No.6. Town will provide if needed.

SECTION 00400 BID SCHEDULE

Bid No.1:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	Grade Dirt Roads				
1	Mobilization	1	LS		
2	Grade Dirt Roads up to 11 Miles / grading	1	Mile		
	TOTAL				

The bid is based upon the lump sum prices, allowances, unit prices and estimated quantities. If there is an error in the Bid or computed total by the Bidder, it shall be changed and the unit prices and lump sum amounts shall govern.

Total of Bid (sum of Bid Items 1 through 2)

_____ Dollars and _____ Cents \$ _____
 (Written Words)

THE BASE BID AND THE TOTAL OF THE BASE BID AND ALL BID ALTERNATES DOLLAR VALUES WILL BE ANNOUNCED AT THE BID OPENING.

Bid No.2:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	Apply Town Supplied Road Maintenance Materials				
1	Mobilization	1	LS		
2	Load, haul, spread and compact road maintenance materials, such as millings or equivalent material	1	Ton		
	TOTAL				

The bid is based upon the lump sum prices, allowances, unit prices and estimated quantities. If there is an error in the Bid or computed total by the Bidder, it shall be changed and the unit prices and lump sum amounts shall govern.

Total of Bid (sum of Bid Items 1 through 2)

_____ Dollars and _____ Cents \$ _____
 (Written Words)

THE BASE BID AND THE TOTAL OF THE BASE BID AND ALL BID ALTERNATES DOLLAR VALUES WILL BE ANNOUNCED AT THE BID OPENING.

Bid No.3:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	Culvert and Ditch Cleaning				
1	Mobilization	1	LS		
2	Clean culverts (Minimum of 5 per call out).	1	EA		
3	Clean ditches (Minimum of 600 LF per call out).	1	LF		
4					
5					
6					
7					
8					
9					
	TOTAL				

The bid is based upon the lump sum prices, allowances, unit prices and estimated quantities. If there is an error in the Bid or computed total by the Bidder, it shall be changed and the unit prices and lump sum amounts shall govern.

Total of Bid (sum of Bid Items 1 through 3)

_____ Dollars and _____ Cents \$ _____
 (Written Words)

THE BASE BID AND THE TOTAL OF THE BASE BID AND ALL BID ALTERNATES DOLLAR VALUES WILL BE ANNOUNCED AT THE BID OPENING.

Bid No.4:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	Installation of Drainage culverts and Associated Appurtenances				
1	Mobilization	1	LS		
2	18" HDPE	1	LF		
3	18" End Section	1	EA		
4	24" HDPE	1	EA		
5	24" End Section	1	EA		
6	Haul off excess material	1	Ton		
7	Fill Material	1	Ton		
8	Rip-Rap D50 = 8" or greater	1	Ton		
	TOTAL				

The bid is based upon the lump sum prices, allowances, unit prices and estimated quantities. If there is an error in the Bid or computed total by the Bidder, it shall be changed and the unit prices and lump sum amounts shall govern.

Total of Bid (sum of Bid Items 1 through 8)

_____ Dollars and _____ Cents \$ _____
 (Written Words)

THE BASE BID AND THE TOTAL OF THE BASE BID AND ALL BID ALTERNATES DOLLAR VALUES WILL BE ANNOUNCED AT THE BID OPENING.

Bid No.5:

Item No	Description	Quantity	Unit	Unit Price	Total Amount
1	Mobilization	1	LS		
2	Pot Hole Repair (5 Ton Minimum)	1	Ton		
3	Road Failure (5 Ton Minimum)	1	Ton		
4	Intersection Return AB applied (5 Ton Minimum)	1	Ton		
5					
6					
	Total				

The bid is based upon the lump sum prices, allowances, unit prices and estimated quantities. If there is an error in the Bid or computed total by the Bidder, it shall be changed and the unit prices and lump sum amounts shall govern.

Total of Bid (sum of Bid Items 1 through 4)

_____ Dollars and _____ Cents \$ _____
 (Written Words)

THE BASE BID AND THE TOTAL OF THE BASE BID AND ALL BID ALTERNATES DOLLAR VALUES WILL BE ANNOUNCED AT THE BID OPENING.

Bid No.6:

Item No	Description	Quantity	Unit	Unit Price	Total Amount
1	Mobilization	1	LS		
2	Gannon tractor or equivalent and Operator (4 Hour Minimum)	1	Hr.		
	Total				

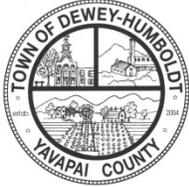
The bid is based upon the lump sum prices, allowances, unit prices and estimated quantities. If there is an error in the Bid or computed total by the Bidder, it shall be changed and the unit prices and lump sum amounts shall govern.

Total of Bid (sum of Bid Items 1 through 2)

_____ Dollars and _____ Cents \$ _____
 (Written Words)

THE BASE BID AND THE TOTAL OF THE BASE BID AND ALL BID ALTERNATES DOLLAR VALUES WILL BE ANNOUNCED AT THE BID OPENING.

00500 AGREEMENT



TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
Phone 928-632-8643 ▪ Fax 928-632-7365

AGREEMENT FOR ON-CALL TOWN MAINTENANCE SERVICES

Date:

Contractor:

Not-to-exceed Price:

THIS AGREEMENT for On-Call Town Maintenance Services (herein "Agreement"), made and entered into the date first listed above, by and between the Town of Dewey-Humboldt, an Arizona municipal corporation (herein "Town") and Contractor.

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of Contractor. In consideration of the mutual promises contained in this Agreement, Town engages Contractor to render services on an "as-needed" basis, in accordance with the terms and conditions contained in this Agreement.

1.2 Scope of Work.

1.2.1 Contractor shall do, perform and carry out in a satisfactory, good and workmanlike manner, as determined by Town, the services set forth in individual Authorizations for Services ("Services"), **not to exceed (\$ _____ Item Bid Amount).** A form of Authorization for Services is attached hereto as Exhibit C. Town shall notify Contractor in writing of Services to be performed by execution of an Authorization for Services. Delivery of an Authorization for Services shall constitute Contractor's authorization to proceed with the Services described in such Authorization. Each Authorization for Services shall clearly describe the scope of services and amount due pursuant to such Authorization for Services.

1.3 Responsibility of Contractor

1.3.1 The Services provided by Contractor shall be performed and completed in accordance with all requirements of law and no Services shall be undertaken until Contractor has been issued all permits, if required. All labor must be performed in accordance with the best modern practice and with materials and workmanship of the highest quality.

1.3.2 Contractor shall provide and pay and shall insure under the requisite laws and regulations all labor, materials, equipment, tools, construction equipment, machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Services.

1.3.3 Contractor shall procure and maintain during the course of this Agreement insurance coverage required by Section 6 of this Agreement.

1.3.4 Contractor shall designate [REDACTED] as Contractor's Representative and all communications shall be directed to him or her.

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

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

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

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

1.4 Responsibility of Town

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

1.4.2 Town designates Ed Hanks, Public Works Supervisor, as its Contract Representative. All communications to Town shall be through its Contract Representative.

2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum. The Contract Sum shall be set forth in the Authorization for Services on a per Authorization basis, and as set forth in the Bid Documents, which are made a part hereof. Town agrees to pay Contract sum in an amount equal to or less than the Not-to-exceed Price.

2.2 Payment. Payment shall be made within thirty (30) days after the final inspection and acceptance of Services by Town. No progress payments are authorized unless specifically included in the Authorization for Services.

2.3 Additional compensation beyond that stated within **§ 2.1** shall be denied without duly authorized and approved Change Orders.

3. CONTRACT DOCUMENTS.

3.1 "Contract Documents" shall include:

- (a) All documents included in Town's Invitation for Bids and Bid No. ____;
- (b) Town amendments, limitations, and clarifications to Contractor's Proposal submitted in response to the Invitation for Bids.
- (c) This Agreement;
- (d) The Scope of Work;
- (e) Town Limitations;
- (f) Authorization for Services

3.2 Contract Documents are attached hereto and made a part hereof.

3.3 The Contract Documents are intended to be read in harmony with one another; but in the event of an unresolvable conflict, the terms of the Scope of Work will prevail over the Contractor's Proposal, the terms of the Town Limitations will prevail over the Scope of Work, and the terms of this Agreement will prevail over the Town Limitations.

4. Time of Completion.

4.1 Contractor hereby agrees to fully complete the services provided for herein no later than the date indicated in the Authorization for Services.

4.2 Any request for extension of time shall be made in writing to the Town Public Works Supervisor, or his designee, immediately upon Contractor's discovering the circumstances leading to the request for an extension and stating the reason for said request, and the period of the extension sought. The extension of time shall be reviewed by the Town Manager or his authorized agent, and approved or disapproved within his sole discretion. Should an extension of time for Contractor to perform be granted, such additional time shall be deemed to commence and run from the date indicated in the Authorization for Services.

5. Indemnification

5.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Town, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused in whole or in part by Contractor, its agents, employees or any tier of Contractor's subcontractors related to

the Services in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify Town, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused in whole or in part by Contractor's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of Contractor, of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services Contractor may be legally liable including Town. Such indemnity does not extend to the Town's negligence.

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

6. Insurance

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

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

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

6.4 Coverage Term: All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement are

satisfactorily performed, completed and formally accepted by Town, unless specified otherwise in this Agreement.

6.5 Primary Insurance: Contractor's insurance shall be primary insurance. All insurance, except Workers' Compensation and Professional Liability, shall provide protection of Town as an Additional Insured.

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

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

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

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

6.10 Evidence of Insurance: Prior to commencing any Services under this Agreement, Contractor shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance of and reliance by Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to the Town Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the

renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

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

- A. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent
- B. Auto Liability-Under ISO Form CA 20 48 or equivalent
- C. Excess Liability-Follow Form to underlying insurance

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

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

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

6.10.5 Project descriptive information including:

- A. Project Name
- B. Project Number
- C. Contract Number

6.11 Required Coverage

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

of “your work” for that insured by or for you”. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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

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

7. Termination of This Agreement.

7.1 Term: This Agreement shall be in effect for two years beginning on January 1, 2016 unless terminated as provided herein. The Agreement may be renewed upon mutual written agreement of Town and Contractor for up to two (2) additional two-year terms.

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

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

8. Assurances.

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

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

8.3 Litigation: Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

8.4 Independent Contractor: Contractor shall be an independent contractor and not an agent of Town and shall direct and supervise the Services required by this Agreement and shall be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and shall be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the Contractor.

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

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

8.7 Caption: Paragraph captions are for convenience only and are not to be construed as a part of this Agreement; and in no way do they define or limit the Agreement.

8.8 Time is of the Essence: The timely completion of the Project is of critical importance to the economic circumstances of the Town.

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

8.10 Immigration Law Compliance Warranty:

8.10.1 As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and

A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program.

8.10.2 If Contractor uses any subcontractors in performance of the Services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.

8.10.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

8.10.4 Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.

8.10.5 If state law is amended, the parties may modify this paragraph consistent with state law.

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

The Town:

Judy Morgan
Town Clerk
Town of Dewey-Humboldt
PO Box 69
Dewey-Humboldt, Arizona 86329

Consultant:

Representative Name
Representative Title
Contractor's Name
Contractor's Address

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

9. INTERESTS AND BENEFITS

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

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

9.3 Non-Solicitation: Contractor agrees that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this clause, Town may terminate this Agreement without liability, or, in its discretion, deduct from the Contract Sum, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingency fee.

9.4 Notice Regarding A.R.S. § 38-511: Under Section 38-511, Arizona Revised Statutes, as amended, Town may cancel any Agreement it is a party to within three (3) years after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of Town is, at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. In the event Town elects to exercise its rights under Section 38-511, Arizona Revised Statutes, as amended, Town agrees to immediately give notice thereof to the Contractor.

10. ASSIGNABILITY. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Town thereto; provided, however, that claims for money due or to become due to the Contractor from Town under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Town.

IN WITNESS WHEREOF, Town and Contractor have executed this Agreement as of the date first written.

TOWN OF DEWEY-HUMBOLDT

By: _____
Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By: _____

Contractor

By: _____

Title: _____

EXHIBIT B

CONTRACTOR'S SUBCONTRACTORS

EXHIBIT C

AUTHORIZATION FOR SERVICES NO. _____

RE: Agreement for On-Call Town Maintenance Services between the Town of Dewey-Humboldt, Arizona and _____ (Contractor).

DATE: _____

SCOPE OF WORK:

FEE: _____

COMPLETION DATE: _____

Accepted: _____
Contractor' Representative
By: _____

Town of Dewey-Humboldt
By: _____



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

Town of Dewey-Humboldt
2015 On-Call Contract
Addendum

October 2, 2015

Addendum No. ONE

Pages 3 and 5 Bid No.1 Description

1. Bid No. 1 Description should start with Level 1

2. Add in its entirety:

Bid No. 7

Level 2 grading of dirt roads which includes grading ditches and removing the windrow created by any previous grading operations on the edge of the roads/ditches, ripping and general re-profiling of roads prior to applying town supplied materials.

Page 8 - Add in its entirety

Bid No. 7 Level 2 - Grading of dirt roads including bar ditches and any existing windrow created by previous grading operations on the edge of the roads; ripping existing road surface, removing larger rocks, re-profiling roads as needed for adequate drainage, compacting and finishing to an acceptable surface prior to applying Town-supplied material. This will be completed during the fall grading and will be approximately 1.5 miles of the Towns dirt road inventory.

The work requires a blade, water-truck, pneumatic roller, and one qualified operator for each piece of equipment. The schedule for this work will be determined by the Town. A bid item shall include mobilization costs of each scheduled grading and any and all traffic control that may be needed. No dirt from the grading operations shall be deposited in the roadside ditches. Any dirt or debris that is left in the roadside ditches shall be removed by the contractor at no cost to the Town.

Add next Page to Bid Packet.

Bid No.7:

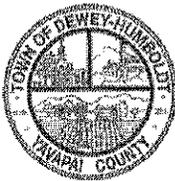
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	Grade Dirt Roads				
1	Mobilization	1	LS		
2	Level 2 Dirt Road Grading Approximately 1.5 Miles.	1	Mile		
	TOTAL				

The bid is based upon the lump sum prices, allowances, unit prices and estimated quantities. If there is an error in the Bid or computed total by the Bidder, it shall be changed and the unit prices and lump sum amounts shall govern.

Total of Bid (sum of Bid Items 1 through 2)

_____ Dollars and _____ Cents \$ _____
 (Written Words)

THE BASE BID AND THE TOTAL OF THE BASE BID AND ALL BID ALTERNATES' DOLLAR VALUES WILL BE ANNOUNCED AT THE BID OPENING.



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: 10/20/15

Date of Request: 9/30/15

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):

Animal Control Ordinance

Purpose and Background Information (Detail of requested action).

To Release The Council-Client Status on Animal Control

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.

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COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: 10/20/15

Date of Request: 9/30/15

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):

Request Mayor ^{Attendee of} Rural Transportation Conference

Purpose and Background Information (Detail of requested action).

To Allow the Mayor to attend the Rural Transportation in Yuma

Staff Recommendation(s):

Budgeted Amount:

List All Attachments:

Type of Presentation: Oral

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.

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COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: 10/20/15

Date of Request: 9/30/15

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):

Approve Brief update on College Presentation

Purpose and Background Information (Detail of requested action).

To Allow a Brief update from Yavapai College

Staff Recommendation(s):

Budgeted Amount:

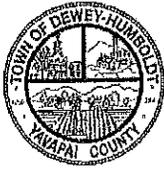
List All Attachments: Town Council Presentation Request Form

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.



TOWN OF DEWEY-HUMBOLDT
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Town Council Presentation Request Form

Requests to make a formal Town Council presentation must be approved by the Town Council as a whole at a council meeting. The request form is used to accompany a council member's Council Agenda Request Form (CARF) which would sponsor the presentation request. The Form must be submitted at least four weeks to the sponsoring council member prior to the requested Town Council meeting date. The CARF will be discussed at a council meeting for the Council to determine whether to approve the presentation request. The Town Council meets every first and third Tuesday of the month at 6:30 p.m. for regular sessions. The Council also meets every second Tuesday of the month at 2:00 p.m. for study sessions. The Town Council attempts to limit the length of individual presentations to 30 minutes unless the Council votes to extend that time. If any special equipment is requested, please notify the Town Clerk no less than 72 hours before the Council meeting.

Nature and Description of Presentation (Please note that this form does not apply to commendation and /or proclamation presentations, and individuals who wish to speak at the Comments from the public item on an agenda):

Brief Update on Yavapai College
(10 minutes)

Please describe the number of participants, any audio or visual equipment that you will set up and utilize, and how long you will require to set up your equipment.

Just 1 or 2 people - No technology needed

Individual, agency, and/or organization attending Town Council meeting:

Name: Dr. Penny Wills Phone: (928) 776-2307
 Council Meeting Date Requested: Nov 3; alternate date: _____

Requested by:

Name: Barbara Robinson Phone: (928) 776-2023
 Address: Yavapai College Email: barbara.robinson@yc.edu
1100 E. Sheldon
Prescott, AZ 86301

If you have any questions about the application process, please contact the Town Clerk's Office at (928) 632-7362. Please return this form to the sponsoring council member, Dewey- Humboldt Town Hall, 2735 S. Highway 69, P.O. Box 69, Humboldt, AZ 86329, by fax to (928) 632-7365 or by email to the council member (Town Council contact information can be found at www.dhaz.gov/contacts).

S:\FORMS1\Town Clerk\Presentation Form\council presentation request form-final and adopted.docx

For Town Clerk Office Use Only:

Date requested received _____	Sponsoring Council Member _____
Approved by Council at _____ meeting (Mayor Initial _____)	
Not Approved _____	Applicant Notified and Notes: _____

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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: OCT 20 2015

Date of Request: OCT 7 2015

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):

CONTROVERSIAL PROCLAMATIONS MUST BE APPROVED BY A MAJORITY OF THE COUNCIL BEFORE THEY ARE ISSUED

Purpose and Background Information (Detail of requested action):

SINCE PROCLAMATIONS REPRESENT THE TOWN'S VIEW ON A SUBJECT THEY SHOULD HAVE THE SUPPORT OF THE COUNCIL
SEE ATTACHMENT

Staff Recommendation(s):

Budgeted Amount:

List All Attachments:

Type of Presentation:

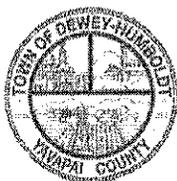
Special Equipment needed: Laptop Remote Microphone
 Overhead Projector Other:

Contact Person: JACK HAMILTON

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.

Proclamations

Town proclamations that are controversial need to be approved by the town Council before being issued. If one town Council member challenges that a proclamation is controversial it needs to be held up until the Council decides the issue by a vote.



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: 10/20/15

Date of Request: 10/13/15

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):

whether to support Ltr. to Gov. Ducey Regarding
Forest & Watershed Restoration.

Purpose and Background Information (Detail of requested action):

Give Approval to sign Ltr. with
Dewey Humboldt Support

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.

October 12, 2015

Honorable Doug Ducey
Office of Governor Doug Ducey
1700 West Washington Street
Phoenix, Arizona 85007

RE: Forest and Watershed Restoration

Dear Governor Ducey,

Elected Officials from Local Governments, the State Legislature, State and Local Agencies, and leaders of private industry recently met in Prescott Valley to discuss the obstacles and opportunities in restoring Arizona's forests, woodlands, and watersheds. Our Arizona forests and watersheds face an immense problem with over 4 million acres of forests and 13 million acres of woodlands in dire need of restoration efforts. Rural communities are particularly affected by this condition because not only are forests and woodlands our primary source of water, but we are also often directly impacted by high intensity wildfire.

The good news is that private industry has developed a new technology to create a biomass energy product that will compliment coal energy through co-firing, and there is a willing market for Arizona biomass products overseas and with other Arizona energy users and producers. We are very excited about this opportunity for public-private partnerships to address Arizona's forest and woodland restoration efforts.

While state leaders in industry, policy, and science have made great strides to begin to address the four million acres of overgrown forest land in Arizona, a great deal of work remains to be done to address our 13 million acres of woodland which is dominated by low value juniper, pinyon and chaparral. As a whole, our State needs to address the economic and regulatory challenges to forest and woodland restoration. Investments in transportation infrastructure, development incentives, and grant funding along with regulatory relief are areas that we are seeking your help and advice.

In particular, we recommend that:

1. The Arizona Department of Transportation (ADOT) expand the Healthy Forest Initiative to include state highways in Yavapai County.
2. The state continues support of the Arizona Commerce Authority's Healthy Forest Enterprises Incentive Program.
3. The state increases the competitive advantage of private industry by allowing additional contractors to work in the Four Forest Restoration Initiative area and throughout Arizona.

Thank you for your attention to Arizona's forests, woodlands, and watersheds. With this focus and resolve, we believe that we will create positive change to our landscapes and to our water supply security while increasing economic opportunities throughout Arizona.

Sincerely,

Senator Steve Pierce, District 1

Representative Karen Fann, District 1

Representative Noel Campbell, District 1

Board Chairman Craig Brown, Yavapai County

Mayor Marlin Kuykendall, City of Prescott

Mayor-elect Harry Oberg, City of Prescott

Mayor Harvey Skoog, Town of Prescott Valley

Mayor Chris Marley, Town of Chino Valley

Mayor Terry Nolan, Town of Dewey-Humboldt