

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

Tuesday, February 2, 2016, 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, Jack Hamilton, Mark McBrady, Dennis Repan, Nancy Wright; Vice Mayor Doug Treadway; and Mayor Terry Nolan.

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

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

4.1. Interview and possible appointment of applicant Patrick McGill to Planning and Zoning Commission.

5. Town Manager's Report. Update on Current Events. No legal actions can be taken. Council may ask town staff to review an operational matter at this time, or may ask that a matter be put on a future agenda for actions or further discussion. Possible matters and projects are related to Town general administration, Finance, Public Works, Community Development.

5.1. A list of potential projects for the coming year.

6. Consent Agenda.

6.1. Minutes. Minutes from the December 15, 2015 Regular Council Meeting

7. Comments from the Public (on non-agendized items only). The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. At the conclusion of Comments from the Public, Council members may respond to criticism made by those who have addressed the

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public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Council members are forbidden by law from discussing or taking legal action on matters raised during the Comments from the Public unless the matters are properly noticed for discussion and legal action. A 3 minute per speaker limit may be imposed. The audience is asked to please be courteous and silent while others are speaking.

- Page 17
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. **Attorney Firm solicitation report and selection process discussion.**
- Page 19
9. **Discussion Agenda – New Business.** Discussion and Possible Action on matters not previously presented to the Council.
- 9.1. **Community Development Block Grant (CDBG) Engineering Contract. Accept, reject or modify the contract.**
- Page 39
- 9.2. **Possible discussion and direction on the Town Manager’s employment contract.** 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 elements of this item covered under A.R.S. § 38-431.03(A)(4). [Council direction from January 5, 2016 meeting]
- 9.2.1. **Recess into and hold an executive session pursuant to A.R.S. § 38-431.03(A)(4)** for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town’s position regarding possible amendments to the contract with the Town Manager.
- 9.2.2. **Reconvene Regular Meeting.**
- 9.3. **Update and next steps on property located at 12980 E. Prescott Street (APN 402-09-030C).**
- 9.3.1. **Recess into and hold an executive session pursuant to A.R.S. § 38-431.03 (A)(7)** Discussions or consultations with designated representative of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase of real property located at 12980 E. Prescott Street, Dewey-Humboldt, Arizona, (APN 402-09-030C).
- 9.3.2. **Reconvene Regular Meeting.**
- Page 43
- 9.4. **Council to have staff draft and send letter to Senator McCain stating position on EPA/Superfund and issues relative to same for clarification and to request assistance.** [CAARF requested by CM Alen]
- Page 45
- 9.5. **[Discussion of whether to allow a] presentation on “human trafficking”, [and consideration of supporting a proclamation for same].** [CAARF requested by Mayor Nolan]
- Page 49
- 9.6. **Report from meeting at [Arizona Rural Transportation] Summit – Yuma.** [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, February 16, 2016, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, February 4, 2016, at 6:00 p.m.

Next Town Council Work Session: Tuesday, February 9, 2016, at 2:00 p.m.

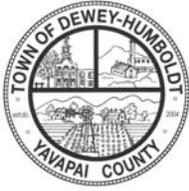
If you would like to receive Town Council agendas via email, please sign up at AgendaList@dhaz.gov and type Subscribe in the subject line, or call 928-632-7362 and speak with Judy Morgan, Town Clerk.

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 _____, 2016, at ____ p.m. in accordance with the statement filed by the Town of Dewey-Humboldt with the Town Clerk, Town of Dewey-Humboldt.
By: _____, Town Clerk's Office.

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

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

TOWN COUNCIL REGULAR MEETING

February 2, 2016 – 6:30 pm Town Council Meeting Chambers

Agenda Item # 4.1. Interviews and possible appointments for P&Z Commission.
(Patrick McGill)

To: Mayor and Town Council Members

From: Judy Morgan, Town Clerk

Date submitted: January 28, 2016

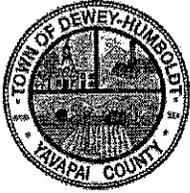
Recommendation: Appoint the applicant

Summary:

The Planning and Zoning Commission is formed of seven members, all of whom must be residents of the town. Each member is appointed to a four-year term, unless filling a vacancy appointment (in which case the term is the balance of the term of the person replaced). The P&Z Commission meets on the first Thursday following the first Tuesday of each month at 6:00 p.m.

As recently as today, January 28th we received a resignation from one of our Commissioners due to health reasons, leaving the commission currently at 5 members.

Recently Patrick McGill, a resident of the Town, has applied for one of the vacant seats on the P&Z Commission. If appointed, the vacancy he would fill has a term that is due to expire January 2019. Therefore, if he is appointed to the P&Z it would be to serve out the 3-years left on this term.



TOWN OF DEWEY-HUMBOLDT

P.O. Box 69

Humboldt, AZ 86329

Phone: 928-632-8562 • FAX: 928-632-7365

Town Council, Commission and Committee Vacancy Application Form

Please complete this application form and thank you for your interest in serving.

Personal information:

Name: Patrick McGill email: [redacted]

Mailing & Physical Address: P.O. Box [redacted] Humboldt AZ 86329

Phone Number: [redacted] C. Rancho Pl. N/A
(please indicate home and work numbers) Occupation

How long have you lived in Dewey-Humboldt? 3 years. Are you over the age of 18? Yes No

Are any of your relatives, employed by the Town? Who/Where: No

Emergency Contact: Michelle McGill wife
Name Phone Relationship

Are you presently employed? (Check as many as apply) N/A

Employed full-time Employed part-time Unemployed Retired

Employment experience relevant to the position applied for: Law Enforcement 3yrs.

Position applied for: Briefly describe your interest in volunteering for the Town's Council, Commissions and/or Committees. Describe your experience, education and /or other qualities that you feel would be of value to the Town. You may apply for more than one position. If doing so, please list in order of preference. If needed, you may attach a separate sheet of paper.

To Help Better our Rural Community.
I Have previously worked 3yrs in Law Enforcement
in a variety of Public + Private Situations. I have
many years in Animal Husbandry, Reproduction, +
Safety.
I Also feel that I am fair + impartial and
will Represent the people fairly.

18 Jan 16
DATE

[redacted]
SIGNATURE

If you have any questions about this application, please contact the Town Clerk at (928) 632-8562. Please mail the completed application to the Town of Dewey-Humboldt, Town Clerk, P.O. Box 69, Humboldt, AZ, 86329, fax to 928-632-7365, or email to judymorgan@dhaz.gov.

Town of Dewey-Humboldt

Council, Commissions and Committees

(Please number in order of preference, 1st choice, 2nd choice, etc., if applying for more than one position)

COUNCIL- serves as the legislative body and primary authority of the Town.

1 **Town Council**

COMMISSIONS - appointed by the Town Council and subject to open meetings law.

2 **Planning and Zoning Advisory Commission** – Seven member commission that hears requests for re-zonings, Planned Area Developments; makes recommendations to the Town Council.

COMMITTEES – entirely voluntary and meet at their discretion based on interest and need.

_____ **Environmental Issues Advisory Committee** – Provides for the identification, assessment and monitoring of environmental/public health issues of concern to the Town.

_____ **Groundwater Resource Advisory Committee** – Provides for the collection of data, information and studies that will assist the Town in being a positive influence in the preservation of its citizens rights to access groundwater and other appropriate water resources.

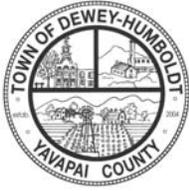
_____ **Clean Town Committee** – Provides volunteer services to the Town and its citizens in developing programs that address issues of accumulated trash, code enforcement and related concerns.

3 **Open Space & Trails Committee** – Provides volunteer services to the Town for the collection of data, information and studies that will further the implementation of the goals and objectives of the Open Space & Trails Master Plan.

_____ **Other Committees as needed.**

For additional information regarding any of the above volunteer groups, please contact Judy Morgan, Town Clerk at 928-632-7362.

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HUMBOLDT, AZ 86329
Phone 928-632-7362 ▪ Fax 928-632-7365

TOWN COUNCIL REGULAR MEETING

February 2, 2016 – 6:30 pm Town Council Meeting Chambers

Agenda Item # 5.1. A list of potential projects (programs and objectives) for the coming year (2016)

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: January 28, 2016

2015 was a busy year. I have found that 2016 has been off to a good start. For the coming year I have composed a list of objectives and projects. Some of them would require council deliberation. Overall it highlights my thoughts for the coming year. Here is the list:

1. Town Hall is to be fully staffed. I look forward to welcoming new members and challenging the team to do more and reach higher expectations.
2. I would like each Dept. (PW, Finance, Town Clerk and Community Development including Planning, Code Enforcement, Outreach, Building Safety functions) to provide a regular report before the Council.
3. I would like each department to continue to refine operational procedures. We strive to provide consistent, efficient and friendly services; generate accurate data reports.
4. I would like to expand the use of technology to do more for civic education, citizen empowerment and involvement. I'm looking into a social media presence and the option of mass emailing.
5. I would like to continue utilize existing programs for the same goal, including the town newsletter, the Coffee with the Town Manager and training/orientation sessions and materials about government operations.
6. I would like to explore the possibility of a "firewise" community program for the town. Along with other benefits, this effort would be recognized by PNF and potentially help with another "firebreak" grant application. In the meantime, in conjunction with CYFD, we are promoting a defensible space grant to our residents.
7. I would like to continue my effort to promote public health through my interactions with Superfund research programs and EPA.
8. I would like to begin carefully evaluating the General Plan in preparation for its final update which would be completed in 2019. To that end, Town staff is to partner with GPREP and NAU to utilize students to design a process.
9. I would like to continue to evaluate town's earlier plans, such as the 2005 Capital Improvement Plan, in order to more effectively guild the Town's long term planning.

10. I would like to see the various recent road maintenance plans be adhered to and monitored to continue a satisfactory level of service. I would also like to secure another flood control funding for 2017 drainage work.
11. I would like for the Public Works to find a replacement truck.
12. I am looking into abatement procedures to enhance Code Enforcement effectiveness.
13. I would like to strengthen grant searching efforts for suitable funds.
14. "Open Gov" application is scheduled to go live. This is a step towards reaching greater financial transparency.
15. Town is having a citizens' survey conducted and the results are forthcoming. The result could impact the FY 17 budget formulation.
16. Town is offering the well water test kits and the sign-up has been popular so far. We will carry out the implementation.
17. A new website is in store for Town.
18. A new audio/video system is scheduled to be installed in council chamber.
19. A full signal traffic light will be installed at the intersection of Main St. and SR 69 in 2016. The project is completely funded by state and federal funds.
20. The Newtown trailhead is expected to see completion in 2016. This is a result of successful collaboration among federal government, state government, D-H town and many civic groups.
21. A CDBG grant funded road and drainage project will take place in the Blue Hill #3 subdivision area (near the Dewey post office).
22. The 2012 International Building Code series (with amendments) will be implemented by the Building Safety function. Other code changes that occurred in 2015 will also be implemented.
23. If possible, I would like to come up with an organizational mission statement.

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
DECEMBER 15, 2015, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, DECEMBER 15, 2015, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** Meeting called to order at 6:30 p.m.
2. **Opening Ceremonies.**
 - 2.1. **Pledge of Allegiance.** Led by Vice Mayor Jack Hamilton.
 - 2.2. **Invocation.** Given by Councilmember Nancy Wright.
3. **Roll Call.** Town Council Members Arlene Alen, Mark McBrady, 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.**

4.1. Employee Recognition for years of service for the Town. [Judy Morgan, Town Clerk, 10 years of service; Catherine Kelley, Magistrate Judge, 6 years; Ed Hanks, Public Works Supervisor, 5 years; Therese Christopher, Court Clerk, 5 years].

Mayor Nolan presented the Employee Recognition awards to Catherine Kelley, Magistrate Judge, Ed Hanks, Public Works Supervisor, Therese Christopher, Court Clerk. Town Clerk Judy Morgan was absent. Mayor Nolan spoke of Ms. Morgan's ten-year history with the town. A group picture was taken of Judge Kelley, Therese Christopher, Ed Hanks and Mayor Nolan.

4.2. Interviews and possible appointments for Open Space and Trails Committee Executive Member, and P&Z Commission.

Mayor Nolan interviewed Val James for the Open Space and Trails Committee. Ms. James spoke about her prior history, her interest in serving on the commission, her move to Dewey-Humboldt and her current employment. Motion was made by Vice Mayor Jack Hamilton to appoint Val James to the Open Space and Trails Committee, seconded by Councilmember Arlene Alen. It was approved unanimously.

Mayor Nolan interviewed Rick Schauwecker for possible appointment on the Planning and Zoning Commission. Mr. Schauwecker spoke about his interest in the P&Z Commission and desire to volunteer on the commission. Motion was made by Vice Mayor Hamilton to appoint Mr. Schauwecker to the Planning and Zoning Commission, seconded by Councilmember Alen. It was approved unanimously.

4.3. University of Arizona Superfund Research Program overview and project presentation.

Dr. Sarah Wilkinson and Denise Moreno Ramirez presented a PowerPoint presentation and overview of the U of A Superfund Research Program (SRP). The research program targets hazardous waste risk and remediation in the US Southwest. Program is grant funded and is separate from the EPA. Program includes approximately 1,700 hazardous waste sites across the country which included the Superfund site in Dewey-Humboldt. The D-H project includes Community based projects, field projects and research translation/community engagement cores. Other research for the UA SRP project includes wind-blown dust analysis for metal detection. Wilkinson and Ramirez requested the Council approval for research and community engagement with citizens of D-H for the

purpose of connecting with the stakeholders. The objective is to build relationships and exchange information about human health issues as it pertains to environmental impacts resulting from hard-rock mining residuals. Councilmembers spoke about the benefits of the research for D-H and spoke in favor of the proposed citizen participation. Mayor Nolan voiced the Council's consensus for proceeding with the research and the community-based project in Dewey-Humboldt.

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

5.1. Result of the Firebreak (along Town's western boundary) grant application before Resource Advisory Council (RAC) and future direction.

Community Planner/Code Officer, Steven Brown spoke about the desired fire break. This is the second year the town has applied to the Yavapai County Resource Advisory Committee for USDA grant funds for the proposed fire break. Mr. Brown spoke about his recent attendance to the RAC meeting with the Forest Service where they reviewed all the projects they received. Nine out of seventeen projects were recommended. The proposed firebreak project was not recommended due to NEPA process not being completed for the proposed area, and it was explained this is why the funding has not been received for our area. The encouragement and feedback from the RAC was positive and they recommended re-applying and to continue to focus on working toward accomplishing the firebreak project. Interest in the project is for both the Town's safety as well as protecting the Forest. The process for receiving the grant funding for the project could take 2-3 years.

Councilmember Treadway spoke about the importance of the project, and recommended to re-apply in the future.

Yvonne Kimball spoke about Councilmember Alen's recent selection to join the National Placemaking Leadership Council and gave an overview of the purpose for this group. Staff and Council wished Councilmember Alen congratulations and best wishes on her new role with the National Placemaking Leadership Council.

6. Consent Agenda.

6.1. Minutes. Minutes from the November 10, 2015 Work Session Council Meeting.

Councilmember Wright made a motion to approve the meeting minutes from the November 10, 2015 Work Session Council Meeting, as presented; seconded by Councilmember Alen. It was approved unanimously.

7. Comments from the Public (on non-agendized items only). None

8. Discussion Agenda – Unfinished Business. None

9. Discussion Agenda – New Business.

9.1. Vice Mayor Appointment. Town Code Section 30.031 (D) "In the Mayor's absence, the Vice Mayor shall perform the duties of the Mayor. Absent a vote of no-confidence, the Council will appoint the most senior Councilmember who has not already been the Vice Mayor to the Vice Mayor Position. A Council Member will serve in the role of Vice Mayor for a single year or until removed."

It was discussed that Councilmember Treadway is eligible for appointment. Councilmember Treadway agreed to accept the appointment if nominated. Mayor Nolan made a motion to appoint Doug Treadway to the position of Vice Mayor; seconded by Councilmember Repan. It was approved unanimously.

9.2. Ordinance 15-119 amending Town Code Section 30.031 (b) (12) Mayor and Vice Mayor, Powers and Duties (Mayor to report at Council request).

Councilmember McBrady asked Councilmember Repan to give the reason for the CAARF now in the form of an Ordinance. Councilmember Repan stated the purpose is a matter of public record and does not require further explanation. A motion was made by Councilmember Hamilton to approve the Ordinance, seconded by Arlene Alen. It was approved by 6 to 1 vote in favor, Mayor Nolan voted against the motion.

9.3. Ordinance 15-120 amending Town Code Section 30.085 representing Town.

Council held discussion on the purpose for amending the Town Code. The Ordinance was discussed at the November 10th meeting. Councilmember Wright provided the explanation for the Ordinance. A motion was made by Councilmember Repan to approve Ordinance 15-120 which amends Town Code Section 30.085; seconded by Councilmember Treadway. It was approved by a 5 to 2 vote in favor, Mayor Nolan and Councilmember McBrady voted against.

9.4. Ordinance 15-121 amending Town Code Section 30.031 pertaining to Vice Mayor selection process. Discussion and possible approval. (Continued from the December 8th meeting)

Discussion was held about the proposed amendment and the wording. Council discussed examples from Town of Star Valley and Tucson. A motion was made by Councilmember Hamilton to approve Ordinance 15-121 which amends Town Code Section 30.031. It was seconded by Councilmember Alen, and passed by a 5 to 2 vote in favor, Mayor Nolan and Councilmember Mark McBrady voted against.

Town Manager, Yvonne Kimball, spoke about the clarification of the wording for appointment for Vice Mayor and council direction to staff for process for future appointments of Vice Mayor. Councilmember Hamilton requested to have future Vice Mayor appointment placed on the second regular meeting agenda in December of each year. Yvonne Kimball asked for permission to discuss this with the Town Attorney.

9.5. Council review of regional organization appointees to reappoint and/or continue the existing appointments.

Discussion was held regarding the organizations/committees councilmembers are currently serving on and desire to continue serving on prospective committees. They spoke about the need to look at alternates to serve on committees; reappoint all existing members on yearly basis; desire to continue serving on respected committee(s).

Mayor Nolan spoke about his position as Vice President on the CYMPO committee. Chris Bridges, CYMPO Administrator, provided a letter requesting Mayor Nolan continue to serve as the Vice President on the committee. Councilmember Hamilton asked Councilmember Alen if she would be willing to serve on the CYMPO committee. Councilmember Alen spoke about her related experience and involvement with CYMPO as the current alternate and her interest to serve on the committee if this is the Council's desire.

Councilmember Repan made a motion to approve appointing Councilmember Alen to serve on the CYMPO committee, seconded by Councilmember Hamilton with a request to have reports of meetings provided to council. A vote was taken on the motion, which passed by 5 to 2 vote in favor, Mayor Nolan and Councilmember McBrady voting against the motion.

Council discussed other organizations/committees and the need to appoint an alternate to CYMPO. Councilmember Hamilton volunteered to serve as alternate for the CYMPO committee. A motion was made by Councilmember Repan to appoint CM Hamilton as alternate to serve on the CYMPO committee, seconded by CM Alen. It was approved by a 5 to 2 vote in favor, Mayor Nolan and Councilmember McBrady voting against.

Councilmember Hamilton made a motion to approve all existing members to continue serving on their existing committees, seconded by CM Alen. It was approved by a unanimous vote.

9.6. Discuss future legal representation for the Town. The current firm does not want to represent the Town sometime in the New Year [The original firm is dissolving]. What does the Council want to do? [CAARF requested by VM Hamilton]

Council held discussion regarding the status of current legal representation; need to explore options; request bid from other firms; attorney has done an excellent job for the Town; would like to see Ms. Goodwin submit a bid and be considered to continue to serve the town; owe the community the option to look at other attorneys.

Councilmember Repan made the motion to request a bid for legal representation, seconded by CM Wright. Councilmember Hamilton asked for staff to provide an explanation of the process for putting a bid out for legal representation. Town Manager Kimball spoke about the process to request a bid for professional services, and will do the standard procedure. It will include advertising with the League of Cities and Arizona Bar Association. A vote on the motion passed by a 5 to 2 vote in favor, Mayor Nolan and Councilmember McBrady voting against.

Town Manager, Yvonne Kimball spoke on the significance of changing attorney and requested direction for a timeline to assure the Town has coverage. Councilmember Repan spoke about the clarification of the process for putting out the bid. Yvonne Kimball spoke about the procurement procedure, for professional service. Ms. Kimball suggested having Town Attorney Goodwin present to answer questions regarding her re-organization and her plans for future representation. Not aware of other municipalities' (Chino Valley) plans for changing from using her professional services. CM Hamilton requested to have the process started as soon as possible.

Town Manager Kimball spoke about the RFQ process and making arrangements with Ms. Goodwin in the interim and request for direction from Council for proceeding. Councilmembers discussed no need for review of the RFP and requested Town Manager to proceed with publicizing the RFQ.

Yvonne Kimball spoke about her regret that Ms. Goodwin was told prior to the meeting that it was not necessary for her to be here to discuss her current contract with the Town. Information from CM Hamilton about her need to be here for the agenda item indicated this was not necessary. She believes Ms. Goodwin would have attended the meeting if she had known the Council would be taking action on the item. Councilmember Hamilton spoke about miscommunication. Mayor Nolan gave direction to staff about proceeding with the RFQ.

9.7. Discuss the use of the Town Logo on Museum Plaque. [CAARF requested by Mayor Nolan]

Councilmembers discussed the use of the Town Logo for the Museum plaque; sense of cooperation and appreciation for the museum; town seal should be used for Town use only. A motion was made by Councilmember McBrady to allow the Museum to use the

Town Council Regular Meeting Minutes, December 15, 2015
town logo, seconded by CM Alen. It passed by a 4 to 3 vote in favor, Councilmembers
Repan, Wright, and Hamilton voting against.

9.8. [Hold an] Executive Session to discuss acquisition of one parcel in Town. [CAARF
requested by Mayor Nolan]

There was discussion by Council about whether there had been a prior review of this item;
item has not been previously presented to Council; holding a special meeting to discuss
the item; request to keep the information private.

Mayor Nolan made a motion to enter into Executive Session to discuss the acquisition of
property located at 12980 E. Prescott Street, seconded by CM Hamilton. It was approved
by a 5 to 2 vote in favor, Councilmembers Repan and Wright voting against.

9.8.1. Recess into and hold an executive session. pursuant to A.R.S. Section 38-
431.03 (A)(7) Discussions or consultations with designated representatives of the
public body in order to consider its position and instruct its representatives regarding
negotiations for the acquisition of real property located at 12980 E. Prescott Street
(APN 402-09-030C).

Council recessed into Executive Session at 8:17 p.m.

9.8.2. Reconvene into Open Session.

Council reconvened into open session at 8:41 p.m. No discussion or action taken on this
item in open session.

10. Public Hearing Agenda. None

11. Adjourn. Meeting adjourned at 8:44 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

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

TOWN COUNCIL REGULAR MEETING

February 2, 2016 – 6:30 pm Town Council Meeting Chambers

Agenda Item # 8.1. Attorney Firm solicitation report and selection process discussion.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: January 29, 2016

Moving forward options:

- a. Interview the applicants**
- b. Re-advertise / extend the application period by 2 to 4 weeks**

Summary:

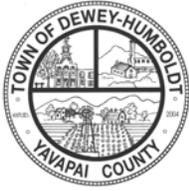
At the Council's direction, we posted the legal services solicitation notice. The application period was open from January 14 to January 29. As of this morning (1/29), we received five applications. The materials are provided to the Council separately. If additional proposals arrive in the afternoon, I will certainly provide an update.

If Council desires to proceed with interviewing and selection, these are some items for you to consider:

1. When should the interview occur? A regular session, a study session or a special session? I recommend a study session when the agenda is relatively light or a special session when the Council can devote your time to the process.
2. How do you wish to interview the applicants? I recommend Council interview the candidates individually with only one candidate present and the others waiting in a separate room.
3. How to conduct the interview? What interview questions would you use? I recommend the following process: brief introduction by each candidate, council members asking a series of same questions, closing comments by each candidate. For your convenience, the Town Clerk's Office has compiled the questions the Council used in 2010 town attorney interviews.
4. How to make the selection/appointment? There are a few options such as by simple motion(s), by ballots, by ballots and ratification motion. The Town Clerk is doing some research and we can provide you a recommendation at the meeting.

If the Council decides to re-advertise in the hope for additional submissions, the current legal firm Gust Rosenfeld will continue representing the Town.

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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

February 2, 2016, 6:30 pm - Town Council Meeting Chambers

Agenda Item # 9.1 Community Development Block Grant (CDBG) Engineering Contract. Accept, reject or modify the contract.

To: Mayor and Council Members

From: Ed Hanks, Public Works Supervisor

Date submitted: January 28, 2016

Recommendation: Staff recommends approval of the Engineering Services Contract with Shephard Wesnitzer, Inc. (SWI) Engineering for the upcoming CDBG Projects.

Summary:

The contract presented is with SWI Engineering for services required under the CDBG contract. It covers the Engineering Services needed for both the Blue Hills Farm #3 and the Huron Street Sidewalk Projects. The total contract sum is \$45,850.00m, which will be funded by the CDBG funds. The contract has been reviewed by the Northern Arizona Council of Governments (NACOG) CDBG administrator and the Town Attorney.

ENGINEERING SERVICES CONTRACT

THIS CONTRACT is entered into as of this ____ day of _____, 20____, by and between the Town of Dewey-Humboldt, Arizona, a municipal corporation, hereinafter referred to as the “the Town” and Shephard Wesnitzer, Inc., hereinafter referred to as the “Consultant.”

FOR THE PURPOSE of providing on-call professional services for the **HURON STREET SIDEWALK AND BLUE HILLS FARM #3 ROADWAY & DRAINAGE** project, hereinafter referred to as the “Project,” the Town and Consultant do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

- 1.1 Retention of the Consultant: In consideration of the mutual promises contained in this Agreement (“Services”), the Town engages the Consultant to render professional services set forth herein, in accordance with all the terms and conditions contained in this Agreement, including the “NACOG Exhibit E” at the end of the document.
- 1.2 Scope of Services: The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the Town, the Services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work for this Project is set forth in Exhibit A. At a minimum, construction documents shall conform to the following standards: (i) all plans (of the same type) shall be drawn at the same scale, (ii) the correct information shall be shown the least number of times, (iii) all plans shall have the same orientation, (iv) consistent terminology shall be used between the plans and specifications, (v) vague notes (such as “see architectural” or “see structural”) shall be avoided and cross references shall be specific, (vi) match line locations shall be consistent in all descriptions, (vii) wall sections on the same sheet shall be shown at relative elevations to each other and (viii) references to “by others” shall be avoided and specific responsibilities shall be set forth. Construction documents shall satisfy all applicable standards of the industry for complete documents necessary to construct a fully operational and functional facility. Consultant shall take measures necessary to comply with this requirement prior to final submittal to the Town. Incomplete items shall be completed by the Consultant at its cost.]
- 1.3 Responsibility of the Consultant
- 1.3.1 Consultant hereby agrees that the documents prepared by Consultant will fulfill the purposes of the Project, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents prepared by Consultant shall be prepared in accordance with professional standards applicable to the Project. Any review or approval of said documents does not diminish these requirements.
- 1.3.2 The Town’s budget for this Project is \$ _____. Consultant shall tour the Project site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify the Town of any constraints associated with the Project site. During design, Consultant shall maintain cost controls to deliver the Project within the construction budget. Consultant shall complete the design documents, such that construction cost of the Project designed by Consultant will not

exceed the construction budget and shall not proceed from one phase to another unless the budget for the phase in is compliance with the construction budget or any approved revised construction budget. If at any time during the design of the Project it appears the cost of construction may exceed the construction budget, Consultant shall immediately notify the Town. If the construction budget is exceeded, Consultant shall value Consultant the Project at no additional cost to the Town. As used herein, "cost of construction" shall mean the total cost or estimated cost to the Town of all elements of the Project designed or specified by Consultant, but does not include the compensation of the Consultant and the Consultant's subcontractor or consultants.]

- 1.3.3 Consultant shall perform the Services under this Agreement with the assistance of Computer Aided Design Drafting (CADD) Technology. Consultant shall deliver to the Town, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. In order to document exactly what CADD information was given to the Town, Consultant and the Town shall each sign a "hard" copy of reproducible documents that depict this information at that time. The Town agrees to release Consultant from all liability, damages, and/or for claims that arise due to any changes made to this information subsequent to it being given to the Town.]
- 1.3.4 Consultant shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.
- 1.3.5 Consultant shall designate Richard Aldridge, PE as Project Manager and all communications shall be directed to him.
- 1.3.6 Consultant shall obtain its own legal, insurance and financial advice regarding Consultant's legal, insurance and financial obligations under this Agreement.
- 1.3.7 Consultant shall provide required reports on the progress of the Services and the design budget to the Town.

1.4 Responsibility of the Town

- 1.4.1 The Town shall cooperate with the Consultant by placing at his disposal all available information concerning the site of the Project, including all previous plans, drawings, specifications, and design and construction standards; assistance in obtaining necessary access to public and private lands; legal, accounting, and necessary permits and approval of governmental authorities or other individuals. The Town agrees to obtain its own legal, insurance and financial advice the Town may require for the Project.
- 1.4.2 The Town shall provide Consultant with the budget for the Project in order that preparation of the Contract Documents will be consistent with such budget.
- 1.4.3 The Town shall provide Consultant with any technical requirements of the Town, which shall be incorporated into the documents prepared by the Consultant.
- 1.4.4 The Town designates Ed Hanks, Public Works Supervisor as its Project Representative. All communications from the Town to Consultant shall be directed to the Project Representative.

2. **CONTRACT TIME AND CONTRACT SUM**

- 2.1 Contract Time: The Design Services shall be complete on or before APRIL 10, 2015. Construction Phase Services will be completed in conformance to the Contractor's construction schedule at the time of award of the construction contract.
- 2.2 Contract Sum: The Contract Sum is set forth in Exhibit B. Total cost of the Services, including reimbursable costs shall not exceed forty five thousand, eight hundred and fifty dollars (\$45,850.00) without the written agreement of the Town.
- 2.3 Method of Payment: Method of payment shall be set forth in Exhibit C. If payment is to be made monthly, Consultant shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for Services completed.

3. CHANGES TO THE SCOPE OF SERVICES

- 3.1 Change Orders: the Town may, at any time, by written change order, make changes in the Scope of Work. A form of change order is attached hereto as Exhibit C. If Consultant believes a change in the Scope of Work has been ordered, Consultant shall submit a request for a change order in writing within ten (10) days from the date of receipt by Consultant of notice of the change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Consultant will be allowed by the Town except as provided herein nor shall Consultant provide any services or furnish any materials not covered by this Agreement unless the Town first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

- 4.1 General: Consultant agrees to comply with all the Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Consultant, Consultant 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 the Town. Failure to maintain insurance as specified may result in termination of this Agreement at the Town's option.
- 4.2 No Representation of Coverage Adequacy: By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Consultant. The 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 Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- 4.3 Additional Insured: All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of

this Agreement, the Town, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

- 4.4 Coverage Term: All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.
- 4.5 Primary Insurance: Consultant's insurance shall be primary insurance. All insurance, except Workers' Compensation and Professional Liability, shall provide protection of the Town as an Additional Insured.
- 4.6 Claims Made: In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.
- 4.7 Waiver: All policies, except Workers' Compensation Insurance and Professional Liability, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- 4.8 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount. The Town, at its option, may require Consultant to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 4.9 Use of Subcontractors: If any Services under this Agreement are subcontracted in any way, Consultant shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the Town and Consultant. Consultant shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 4.10 Evidence of Insurance: Prior to commencing any Services under this Agreement, Consultant shall furnish the Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Consultant'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 the 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 Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date

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

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

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

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

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

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

4.10.5 Project descriptive information including:

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

4.11 Required Coverage

4.11.1 Commercial General Liability: Consultant 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, the Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- 4.11.2 Professional Liability: Consultant shall maintain Professional Liability insurance covering errors and admissions arising out of the Services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claims and \$2,000,000 all claims. Professional Liability coverage specifically for Architects, Consultants and Surveyors shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Consultant shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.
- 4.11.3 Vehicle Liability: Consultant shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Consultant’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant’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, the Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- 4.11.4 Workers’ Compensation Insurance: Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant’s employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

- 5.1 To the fullest extent permitted by law, Consultant, its successors and assigns shall indemnify and hold harmless the Town, its officers and employees from and against all liabilities, damages, losses and costs (including reasonable attorney fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful conduct of Consultant or other persons employed or used by the Consultant in the performance of this Agreement. Consultant’s duty to indemnify and hold harmless the Town its officers and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting there from, caused by Consultant’s negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by Consultant or used by Consultant in the performance of this Agreement.
- 5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall

not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

- 6.1 Termination: the Town may, by written notice to the Consultant, terminate this Agreement in whole or in part with seven (7) days' notice, either for the Town's convenience or because of the failure of the Consultant to fulfill his contract obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all Services affected (unless the notice directs otherwise), and (2) deliver to the Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Consultant in the event of substantial failure by the Town to fulfill its obligations.
- 6.2 Payment to Consultant Upon Termination: If the Agreement is terminated, the Town shall pay the Consultant for the Services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

- 7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 7.2 Examination of Records: The Consultant agrees that duly authorized representatives of the Town shall, until the expiration of FIVE (5) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement.
- 7.3 Ownership of Document and Other Data: Original documents, such as tracings, plans, specifications, maps, basic survey notices and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of the Town unless otherwise agreed to by both parties. the Town may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to Consultant. Any verification or adaptation of the documents by Consultant for other purposes than contemplated herein will entitle Consultant to further compensation as agreed upon between the parties.
- 7.4 Litigation: Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

- 7.5 Independent Contractor: Consultant shall be an independent contractor and not an agent of the 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 Consultant.
- 7.6 Exclusive Use of Services – Confidentiality: The services agreed to be provided by Consultant within this Agreement are for the exclusive use of the Town and Consultant shall not engage in conflict of interest nor appropriate the Town work product or information for the benefit of any third parties without the Town consent.
- 7.7 Sole Agreement: There are no understandings or agreements except as herein expressly stated.
- 7.8 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.
- 7.9 Time is of the Essence: The timely completion of the Project is of critical importance to the economic circumstances of the Town.
- 7.10 Controlling Law: This Agreement is to be governed by the laws of the State of Arizona.
- 7.11 Immigration Law Compliance Warranty:
- 7.11.1 As required by A.R.S. § 41-4401, Consultant hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Consultant further warrants that after hiring an employee, Consultant verifies the employment eligibility of the employee through the E-Verify program.
- 7.11.2 If Consultant 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.
- 7.11.3 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. Consultant 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. the Town at its option may terminate the Contract after the third violation. Consultant shall not be deemed in material breach of this Contract if the Consultant 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).
- 7.11.4 The Town retains the legal right to inspect the papers of any Consultant or subcontractor employee who works on the Contract to ensure that the Consultant or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.

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

7.12 Equal Treatment of Workers: Consultant shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the Services. Consultant shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration (“OSHA”) and the Fair Labor Standards Act (“FLSA”). Consultant shall protect and indemnify the Town and its representatives against any claim or liability arising from or based on the violation of such, whether by Consultant or its employees.

7.13 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:

Yvonne Kimball
Town Manager
Town of Dewey Humboldt
PO Box 69
Dewey-Humboldt, Arizona 86329

Consultant:

Representative Name **Richard Aldridge, PE**
Representative Title Branch Manager
Consultant’s Name Shephard-Wesnitzer, Inc.
Consultant’s Address 221 N. Marina, Ste 102
Prescott, AZ 86301

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

8. **SUSPENSION OF WORK**

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

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

9. **INTERESTS AND BENEFITS**

9.1 Conflict of Interest of Consultant: The Consultant 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 Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

- 9.2 Interest of the Town Members and Others: No officer, member or employee of the 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: Consultant agrees that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, 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, the 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, the 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 the 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 the Town elects to exercise its rights under Section 38-511, Arizona Revised Statutes, as amended, the Town agrees to immediately give notice thereof to the Consultant.

10. ASSIGNABILITY

The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of the Town thereto; provided, however, that claims for money due or to become due to the Consultant from the 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 the Town.

IN WITNESS WHEREOF, the Town and the Consultant 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: Susan D. Goodwin

CONSULTANT

By: Richard Aldridge, PE

Title: Branch Manager

EXHIBIT A
SCOPE OF WORK- Design

A. GENERAL

1. The Project is generally described as follows: Sidewalks on the east side of Huron from Main Street to the south entrance of Humboldt Elementary School and drainage and pavement improvements within the Blue Hills Farm #3 subdivision.
2. ENGINEER shall be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other Services furnished by ENGINEER under this Contract. ENGINEER shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
3. The Contract sets forth the construction budget for the Project. ENGINEER shall complete the Design and Construction Documents, such that construction cost of the Project designed by ENGINEER will not exceed the construction budget. If at any time during the design of the Project it appears the cost of construction may exceed the construction budget, ENGINEER shall immediately notify TOWN. If the construction budget is exceeded, ENGINEER shall value ENGINEER the Project at no additional cost to TOWN.
4. ENGINEER shall maintain a log of all meetings, site visits or discussions held in conjunction with the Services, with documentation of major discussion points, observations, decisions, question or comments. These shall be furnished to TOWN for inclusion in the overall Project documentation.
5. All Services performed under this Contract shall be performed by or under the direct supervision of persons then licensed in the State of Arizona to perform these Services.
6. All designs and specifications prepared by ENGINEER shall comply with applicable engineering and design.
7. If ENGINEER provides defective, incomplete, unclear, or uncoordinated documents in preparing the specifications and Contract Documents, all costs of responding to any protest or appeal or of any necessary rebidding will be borne by ENGINEER.
8. Time is of the essence in this contract.

B. DESIGN PHASE

1. GENERAL

The proposed improvements at each of these locations are more specifically described as follows:

Design concrete sidewalks on Huron Street from Main Street to the south Humboldt Elementary School parking lot entrance, primarily on the east side of Huron Street. Design Roadway Chip Seal

and Drainage improvements within the Blue Hills Farm #3 subdivision including the following roadways:

1. E. McCallister Drive from S. Dewey Road to S. Manzanita Blvd.
2. E. Montezuma Way from S. Dewey Road to S. Manzanita Blvd.
3. S. Graham Way from E. Kachina Place to E. Montezuma Way
4. S. Manzanita Blvd. from E. McCallister Drive to, but not including, the wash crossing at the south end of S. Manzanita Blvd.
5. No improvements are planned on S. Dewey Road other than a potential culvert crossing at E. Montezuma Way.

(See attached Maps of the approximate locations)

2. COST ESTIMATES

The ENGINEER will prepare detailed quantity summaries and construction cost estimates and provide such estimates to TOWN.

3. SPECIFICATIONS

The Engineer will provide CDBG compliant specifications for the work included in the project.

All designs shall comply with the M.A.G. construction standards and Yavapai County Drainage Standards.

4. DELIVERABLES

Two sets of plans to include both project areas.

All information obtained to complete the project will become town property and shall be available to the Town upon request.

EXHIBIT B

CONSULTANT'S KEY PERSONNEL AND SUBCONTRACTORS

CONSULTANT'S KEY PERSONNEL:

Richard Aldridge, PE, Project Manager

Eric Sparkman, PE, Design Engineer

Joe Link, PE, Drainage Engineer

SUBCONTRACTORS:

None Anticipated

EXHIBIT C

PAYMENT SCHEDULE

A. COMPENSATION

1. Not to exceed \$ 45,850 (including mileage/printing reimbursable expenses).
2. Such amount shall be based upon the Schedule attached hereto.

Topographic Survey for the two separate locations. Boundary information will come from the existing plats and GIS data for the area and we will show any monuments found during the survey on the base map. This work does not include a complete boundary survey, just topo survey with any found monuments for reference.

FEE: \$9,800.00

Preparation of a design report and sealed, bid ready construction plans and details for the improvements, including both project sites: \$27,500.00

Construction phase services include periodic construction observations, approval of payment applications, change orders, pre-bid and pre-construction conference, bid tabulation and recommendation of award, final inspection and close out letter. \$8,550.

The total fee would be: \$45,850.00 for labor and reimbursable expenses, with \$13,755 billable to Huron Sidewalks and \$32,095 billable to the Blue Hills #3 projects.

This assumes the following:

1. No FEMA drainage analysis will be necessary and our report will be limited to an analysis of the existing drainage flow volumes and velocities, including culvert capacities, roadside ditch capacities and new culvert sizing to include in the construction plans.
2. The minimum design for the Bluehills area will include drainage improvements and roadway chip sealing. Add alternates may be included for pavement replacement.
3. The minimum design for the Huron Street sidewalks will include the sidewalk design to the southerly driveway entrance to the school parking area.
4. The Town has Easement or ROW rights to maintain the roads and culverts.
5. No 404 Permitting is required. If 404 permitting is necessary, it would be considered an additional service.
6. No submittals are required to any agencies other than the Town.
7. All the road, sidewalk, channel and culvert inlet/outlet construction will be done within existing easements or road rights of way and will not extend onto adjacent private properties.
8. Roadway elevations may include minor changes in finish grade to accommodate drainage requirements.

9. Additional site visits, meetings or other requested tasks will be an additional service performed on an as-requested basis, paid at our normal hourly billing rates.
10. One Mylar set of plans will be prepared to include both sites for bidding as a single project.
11. No structural engineering is included. Erosion control devices, headwalls, etc will be based on MAG or ADOT Standard Details.

B. METHOD OF PAYMENT

1. Invoices shall be on a form and in the format provided by the Town and are to be submitted to the Town via the Town’s authorized representative.
2. Upon receipt and approval of CONSULTANT’S invoices, the Town agrees to make payments within thirty days of receipt of the invoice as follows:

<u>Phase</u>	<u>Cumulative Amount</u>
Payment will be made monthly on a lump sum percent complete basis for the work completed by SWI through our normal monthly billing cycle. The SWI 2015 Standard Hourly Rates schedule is attached to and made a part of this Agreement.	

C. REIMBURSABLE COSTS

CONSULTANT will be reimbursed for expenses up to a maximum amount of \$750. All reimbursable costs must be submitted with monthly bill. The items allowable for reimbursement are as follows:

1. Cost of transportation. (Mileage associated with Project, but not to/from Project site at \$0.65 cents per mile. Any out of state travel must receive prior approval of the Town.)
2. Costs of outside printing services, as required by the contract.
3. Cost of long distance telephone, postage, courier, UPS, Federal Express, etc. to the extent such item is specifically quantified and estimated for this project.
4. Cost of other items as required, with prior approval from the Town.

EXHIBIT D

CHANGE ORDER NO. _____

PROJECT:
DATE:
OWNER: Town of Dewey-Humboldt
PROJECT NO:
CONTRACT DATED:
CONSULTANT:

CHANGES: The CONTRACT is changed as follows: (Insert brief description)

COST/TIME: Original CONTRACT SUM: \$ _____
Previously Authorized CHANGE ORDERS: \$ _____
CONTRACT sum prior to this CHANGE ORDER: \$ _____
CHANGE ORDER # Amount: \$ _____
New CONTRACT SUM: \$ _____

CONTRACT TIME will be increased by:

SUBSTANTIAL COMPLETION as of this Change Order:

Approved/Accepted by:

Consultant _____
(Name) (Date)

the Town: _____
(Name) (Date)

Not valid until signed by the Town and Consultant. Signature of Consultant indicates acceptance, including CONTRACT SUM and CONTRACT TIME.

NACOG Exhibit "E"

CERTIFICATIONS

CIVIL RIGHTS CERTIFICATION

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex, or National Origin.

And, Rehabilitation Act of 1973, Section 504, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds;

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, and Handicap under any program or activity funded in whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

And, Executive Order 11063, that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in housing and related facilities provided with federal assistance, or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

ACCESS TO RECORDS AND RECORDS RETENTION CERTIFICATION CERTIFICATION FOR CONTRACT, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation, and/or association agrees to permit Northern Arizona Council of Governments (NACOG), Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD), and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring, and audit during normal working hours.

NACOG Exhibit "E" (Continued)

2. The individual, sole proprietor, partnership, corporation, and/or association agrees to retain all records for at least five years following the official Arizona Department of Housing "Closeout" date of the grant or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST CERTIFICATION

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission, or committee with Town of Dewey-Humboldt or Northern Arizona Council of Governments.
2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission, or committee (including members of their immediate family) with Town of Dewey-Humboldt or Northern Arizona Council of Governments that develops at any time during this contract will be immediately disclosed to Town of Dewey-Humboldt and Northern Arizona Council of Governments.

LOBBYING CERTIFICATION

CERTIFICATION FOR CONTRACT, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

These Certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is entered into this ___ day of ~~October~~, 2011 between the Town of Dewey Humboldt ("Town") and Yvonne Kimball ("Kimball") under the following terms, conditions and obligations.

In consideration of the mutual covenants contained herein, the Parties agree as follows:

1. EMPLOYMENT AND DUTIES

1.1 Town employs Kimball and Kimball accepts said employment subject to the terms and conditions of this Agreement, Section 30.030 of the Dewey – Humboldt Town Code ("Town Code"), and to the supervision and direction of the Common Council of Town ("Town Council"). Kimball shall carry out the duties set forth in Section 30.030 of the Town Code, comply with applicable laws of the State of Arizona and perform such other legally permissible administrative and executive duties as required by her position or assigned to her by Town Council.

1.2 Kimball will devote her working day to the business of Town, it being recognized and agreed that the position of Town Manager is full-time and that she will hold no other positions for monetary gains without approval of the Town Council.

1.3 Kimball shall be an exempt employee under the Fair Labor Standards Act and is therefore not eligible for overtime.

2. TERM

2.1 This Agreement commences on January 3, 2012. Kimball, as Town Manager serves at the pleasure of the Town Council and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the Town Council to terminate the services of Kimball as Town Manager, with or without cause pursuant to section 4 and 5 of this agreement.

2.2 In the event Kimball voluntarily resigns as Town Manager, Kimball shall give the Town Council sixty (60) days' advance notice unless the Parties agree otherwise.

3. COMPENSATION AND BENEFITS

3.1 Town shall pay Kimball an annual salary of Seventy Thousand dollars (\$70,000.00). Payment shall be in equal biweekly installments by direct deposit. At the discretion of the Town Council, the annual base salary may be reviewed either as part of the budget process or by other action of the Town Council. As a result of the review, the decision to increase or not increase the compensation of Kimball is solely within the discretion of the Town Council.

3.2 In addition to the salary and benefits described in Paragraph 3.1 of this Agreement, Kimball will receive the following benefits:

A. Town-provided benefits provided to exempt employees, which currently includes the following:

ICMA-RC 401 (a) retirement account: The Town provides a 2-to-1 match of up to 12% for an employee contribution of 6% (for a total of 18%). The Town does not participate in Social Security or the Arizona State Retirement System. An employee-funded ICMA-RC 457 plan is also available.

After 30 days from commencement of work as set forth in Paragraph 2.1, health (2 plans: one high deductible plan a Health Savings Account), dental, life (\$20,000 from Town, employee paid up to \$300,000), and vision insurance paid by the Town for the employee only (dependent coverage available at employee's expense), supplemented with a Health Savings Account contribution by the Town of \$100 per month (if using the HSA-qualified plan).

Sick leave accruing at the rate of 2.7692 hours each pay period (9 days per year), available after 30 days from commencement of work as set forth in Paragraph 2.1.

Vacation leave accruing at a rate of 4.6154 hours each pay period (15 days per year), available after 30 days from commencement of work as set forth in Paragraph 2.1.

One personal day and 10 holidays.

Off-site training (conferences, etc), on-line training, professional membership dues, civic club dues and associated travel, not to exceed \$2100 per fiscal year.

Hours of Work: Kimball will devote her working day to the business of the Town, it being recognized and agreed that the position of town manager is full-time and that she will hold no other positions for monetary gains without approval of the Town Council. Notwithstanding the full-time nature of Kimball's duties, she shall conduct her work hours as an executive employee, thereby giving to Kimball the discretion as to her actual time and place of work which may include occasional working after regular work hours and on holidays. Such executive obligation will include the privilege that Kimball also has the discretion to absent herself from Town offices for personal reasons, provided that the operations of the Town will not suffer and that she can be reached on short notice.

The Town Council reserves the right to modify the benefits currently provided to its exempt employees.

- B. A vehicle allowance in the amount of \$3600 per fiscal year.
- C. A telephone allowance in the amount of \$80.00 per month.

3.3 For transition assistance, Town agrees to reimburse Kimball for qualified moving expenses, not to exceed \$5000.00 upon presentation of itemized receipts.

4. **TERMINATION.** For the purpose of this agreement, termination shall occur when:

4.1 The Town Council votes to terminate Kimball as the Town Manager at a duly authorized public meeting by an affirmative vote of the Town Council with all seven (7) members present.

4.2 If the Town reduces the base salary, compensation or any other financial benefit of Kimball, unless it is applied in no greater percentage than the average reduction of all other employees, such action shall constitute a breach of this Agreement and will be regarded as a termination without cause for severance purpose.

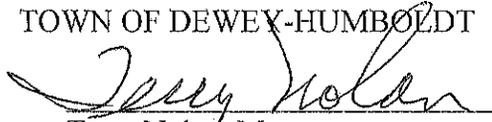
4.3 If the Town Council or citizens act to amend any provisions of the Town Code or Ordinances pertaining to the role, powers, duties, authority, responsibilities of Kimball's position (Town Manager) that substantially changes the form of government, Kimball shall have the right to declare that such amendments constitute termination without cause for severance purpose.

5. **SEVERENCE.** In the event that Kimball is terminated as defined in section 4 **TERMINATION** or is forced to resign by the Town Council during the time that Kimball is willing and able to perform the duties of Town Manager, then the Town Council agrees to pay Kimball a lump sum cash payment in full settlement of any causes of action, claims, damages, attorney's fees and costs arising out of the termination in the amount of three (3) months annual total base compensation. Prior to receipt of severance pay, Kimball shall execute a waiver and release of claims in a form satisfactory to the Town Attorney. If Kimball is terminated with cause, Town shall have no obligation to pay severance damages. "Cause" includes the following (i) failure to abide by applicable provisions of Town Code 30.030 Town Manager (ii) breach of this Agreement by Kimball, (iii) refusal to carry out a lawful direction of the Town Council made by the affirmative vote of the Town Council at a public meeting, (iv) conviction of a criminal offense, or (v) continuing to act in a manner that causes discredit to the Town after receiving notice from the Council that Kimball's actions cause discredit to the Town.

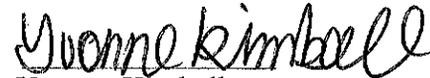
6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties and shall be governed by and construed in accordance with the laws of the State of Arizona.

7. CONFLICT OF INTEREST. This Agreement may be terminated pursuant to ARS Section 38-511.

TOWN OF DEWEY-HUMBOLDT


Terry Nolan, Mayor

TOWN MANAGER

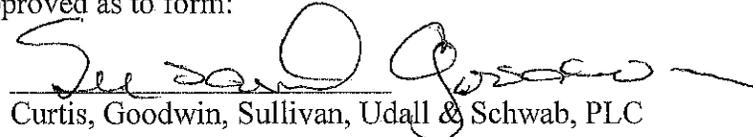

Yvonne Kimball

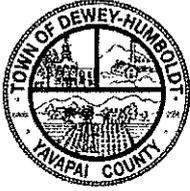
10-21-2011

ATTEST:


Judy Morgan, Town Clerk

Approved as to form:


Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By: Susan D. Goodwin



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: Next Available

Date of Request: 1/21/16

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):

Council to have staff draft and send letter to Senator McCain stating position on EPA /Superfund and issues relative to same for clarification and to request assistance.

Purpose and Background Information (Detail of requested action). _____

In a recent meeting with Senator McCain, Mayor Nolan appears to have made statements that contradicted the position Council I has taken. (discussed by Mayor at 1.19.16 TC Meeting) It is imperative that Senator McCain not move forward on a "personal position" or mistatement of one member of council, but assistance should be requested for the consensus determination.

Staff Recommendation(s): _____

Budgeted Amount: -0-

List All Attachments: -0-

Type of Presentation: Verbal

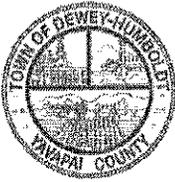
Special Equipment needed: Laptop Remote Microphone

Overhead Projector Other: _____

Contact Person: CM A. Alen

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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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: 2/2/16

Date of Request: 2/2/16

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):

Presentation on human trafficking

Purpose and Background Information (Detail of requested action).

This would be a informational presentation on Human Trafficking and receiving a Proclamation.

Staff Recommendation(s): _____

Budgeted Amount: _____

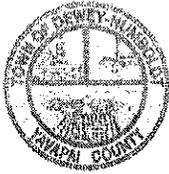
List All Attachments: _____

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.



TOWN OF DEWEY-HUMBOLDT
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HUMBOLDT, AZ 86329
Phone 928-632-8562 • Fax 928-632-7365

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):

Proclamation - Supporting Increased Awareness
Relating to Human Trafficking

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.

One presenter. We have no audio visual requirements

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

Name: Scott Mabely Phone: 928-
Council Meeting Date Requested: March 1st; alternate date: March 15th

Requested by:

Name: Scott Mabely Phone: 928-
Address: _____ Email: _____

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	<u>1/26/16</u>	Sponsoring Council Member	<u>Mayor Nolan</u>
Approved by Council at	_____	meeting (Mayor Initial	_____)
Not Approved	_____	Applicant Notified and Notes:	_____

Yvonne Kimball

From: Gayle Mabery [REDACTED]
Sent: Thursday, January 21, 2016 9:51 AM
To: Yvonne Kimball; Mayor Nolan
Cc: Scott Mabery
Subject: Human Trafficking Awareness Proclamation
Attachments: Dewey Humboldt Proclamation.doc; Dewey-Humboldt Proclamation Materials.doc

Dear Mayor Nolan and Yvonne,

As you may have heard, there is a public awareness/educational project underway in Yavapai County called the Nursery Rhymes Video project with a goal to raise awareness on the issue of human trafficking. The unfortunate reality is that human trafficking exists in every country of the world, including the United States. The U.S. Department of Homeland Security has named Arizona as one of the highest risk states for human trafficking, and we have incidents of human trafficking here in our Yavapai County communities. While many are under the misconception that human trafficking victims are only foreign born and those who are poor, the fact is that human trafficking victims can be any age, race, gender, or nationality and they come from all socioeconomic groups.

The Nursery Rhymes Video project was born out of a song that was written by Scott Mabery, the Director of Juvenile Court Services for Yavapai County. After the kids in the Yavapai County Juvenile Justice Center sang the song in a music therapy session with Scott, the staff members of the Juvenile Justice Center felt that there was a place for the song in raising awareness on the issue of human trafficking. While there are numerous forms of human trafficking, the Nursery Rhymes Video will focus on sex trafficking of the youth of our communities.

I've attached a Proclamation and background information that I'm hoping you will take before your Council for adoption. We've been so impressed with the level of support we've received throughout the County, across the State, and even by national organizations so far, and are very excited to bring this project to fruition. The background materials also include links to the project's Facebook page and Flickr page, which shed further light on what is being undertaken as part of the project.

All of us who are working on the Nursery Rhymes video project would appreciate the Town of Dewey-Humboldt's support of this Proclamation.

If you are inclined to put this on the agenda, please let us know the date and time of the meeting so that we can have some of the folks that are involved with the project attend the meeting if you'd like someone to address the Council.

Finally, if you have any questions, please feel free to contact me (contact information below), or Scott (contact information in the background materials).

Thank you for your consideration!

Gayle Mabery, *ICMA-CM*
Town Manager, Town of Clarkdale
P.O. Box [REDACTED] Clarkdale, AZ 86324
[REDACTED]



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

TOWN COUNCIL REGULAR MEETING

February 2, 2016 – 6:30 pm, Town Council Meeting Chambers

Agenda Item # 9.6. Report from meeting at [Arizona Rural Transportation] Summit – Yuma.

To: Mayor and Town Council Members

From: Ed Hanks, Public Works Supervisor

Date submitted: January 28, 2016

Summary:

I attended the Arizona Rural Transportation Summit in Yuma from January 12th through 15th. The conference theme was Economic Mobility. Most of the sessions attended were tied into the “Fixing America’s Surface Transportation Act” better known as the **F.A.S.T. ACT**. The Act was passed by Congress and signed by President Obama on December 4, 2015. Overall the FAST Act largely maintains current program structures and funding shares between highways and transit. The Act makes some changes to many of the Federal Transportation Programs, streamline the approval process for new projects, establish new programs to advance critical freight routes and establish new requirements on the existing programs.

Most of the changes that may be relating to Dewey-Humboldt are in the form of program funding allocation and what the funds can be used for. An example would be the Highway Safety Improvement Project (HSIP) Funds are now 100% competitive at the state level and can only be used for construction projects. In years past the funds could be used for safety studies.

There will also be a greater emphasis on projects that have a direct impact on Strategic Transportation Plans (STP) and freight routes.

Purchasing requirements, record keeping requirements and retention have also changed. Although this could impact the Town, most of the Towns procedures in this area already meet the new requirements.

As the area grows there will be a greater impact from the EPA in relations to the air quality. Currently our area is meeting the standards that changed in 2015. If or when we no longer meet the standards, a Metropolitan Transportation Plan (MTP) will need to be implemented to meet the requirements.

Though passing the FAST Act has helped secure funding for the next five years it has also created a greater emphasis on regional needs, creating more reliance on strong local MPO for planning and applying for the competitive funds that are available.

The conference was packed with 2-3 different sessions at the same time. I could only attend one at any given time. Below are the breakout sessions I was able to attend with a brief description of each.

- January 12

1:00-3:00PM. HSIP Training and Prioritization.

A discussion of the HSIP intent, focus and process.
- January 13

9:30- 10:20AM Implementation of the Uniform Grant Guidance

Session covers basic Single Audit requirements triggered by your organizations expenditures of federal fund threshold. Common pitfalls and updates of the new Uniform Grant Guidance and program compliance.
- January 13

10:25-11:45AM Arizona Infrastructure Report Card

The Arizona Section of Civil Engineers (ASCE) compiled a volunteer team of Civil Engineers from public, private and non-profit sectors to prepare school style report card for Arizona's infrastructure. The report card builds on the ASCE's National Report Card most recently published in 2013. In general the report card will be reviewed with a focus on the Transportation portion of the Report Card. (Please see Attachment)
- January 13

2:45-4:00PM Saving Lives with Strategic Transportation Plans (STP)

This presentation will highlight the development of Strategic Transportation Plan with a discussion of issues that affect the success on an STP.
- January 14

9:45-10:40AM Project Streamlining and Categorical Exclusions

This presentation covers changes and new Programmatic Categorical Exclusions pertaining to National Environmental Act (NEPA) policy changes for Federally Funded projects.
- January 14

10:45-11:30 Innovations for Rural Communities

Will discuss the topic of Mobility Management and Public Transportation needs in smaller communities with emphasis on the Federal Aid process.
- January 14

11:40-12:30 What's new in the FAST Act?

"Fixing America's Surface Transportation (FAST) Act"

A discussion on what the FAST Act means for states, regional planners and local governments.
- January 14

2:30-3:30 EPA Overview of New Ozone Standards and Requirements.

The presentation will clarify the new air standards including designation of areas, planning requirements and timelines that are pertinent to the EPA guidance and regulations.

- January 14

3:40-4:30 ADOT Rural Transit Update.

With the recent FAST Act, ADOT is planning for changes to transit Grant Programs. Changes include application process and FTA policy directives.

EVERY DAY EVERY CITIZEN USES INFRASTRUCTURE

AVIATION



B-

BY **2030**
58% OF COMMERCIAL
87% OF RELIEVER
AIRPORTS will **NOT** have
sufficient operating capacity

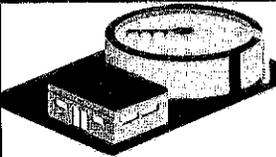
TRANSIT



C+

OVER **25 YEARS**
\$25.7 BILLION
will be required statewide
in order to attain "good"
or "better" condition rating

WASTEWATER



C

OVER **20 YEARS**
\$2.3 BILLION
needs to be invested in
Arizona Wastewater facilities

DAMS



C-

HIGH-HAZARD DAMS
ON THE RISE
Owners lack funding for
proper maintenance

LEVEES



C

\$2.2 BILLION
in locally identified
facilities are exposed to a
"high" flood hazard

DRINKING WATER



C-

OVER **2,600 MILES**
of pipes need rehabilitation
or replacement

ROADS



D+

ADOT ESTIMATES
OVER **25 YEARS**
A MINIMUM OF
\$24 BILLION
will be needed to
maintain current assets

RAIL



C+

\$1.3 BILLION
will be required over
the next **25 YEARS**

BRIDGES



B

50% more than
40 years old
19% Functionally
Obsolete
4% Structurally
Deficient