

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

Tuesday, June 7, 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. Public Safety Quarterly Report – 1st Quarter 2016.

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

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

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

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. University of Arizona Superfund Research Program Council update (first bi-annual update in 2016).

6. Consent Agenda.

25 **6.1. Minutes.** Minutes from the April 19, 2016 Regular Council Meeting; May 3, 2016 Regular Council Meeting; and May 10, 2106 Work Session.

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

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

8.1. Organization funding requests for the FY 17 budget and Council consideration. Presentations by representatives of requesting organizations and possible Council direction.

8.1.1. Dewey Humboldt Historical Society requests for rent and Agua Fria Festival.

8.1.2. Meals on Wheels request.

8.1.3. Dewey-Humboldt Activity Center request.

35 **8.2. Resolution 16-121 repealing Resolution 10-74 adopting FY2011-2021 Capital Improvement Plan.**

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

37 **9.1. Community Development Block Grant (CDBG) – Council Award Contract.**

61 **9.2. Fingerprinting authorization Ordinance 16-130 (Authorization of Fingerprinting in order for staff to apply for such access with DPS and FBI).** Possible adoption, rejection or modification.

65 **9.3. Reinstatement of an official Board of Adjustment for the Town of Dewey-Humboldt.** [CAARF requested by CM Alen]

67 **9.4. Permission for Mayor to speak before a Realtor Group.** [CAARF requested by Mayor Nolan]

69 **9.5. To Allow County Assessor, Ms. Pearsall, to address Council about Property Taxes.** [CAARF requested by Mayor Nolan]

71 **9.6. Discussion of possible action regarding acquisition of Museum Building property located at 12925 E. Main St.** [CAARF requested by Mayor Nolan] and [CAARF requested by CM Alen]

9.6.1. 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 12925 E. Main St., Dewey-Humboldt (APN 402-10-018)

9.6.2. Reconvene into Open Session.

10. Public Hearing Agenda. THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.

11. Adjourn.

For Your Information:

Next Town Council Meeting: Tuesday, June 21, 2016, at 6:30 p.m.

Next Planning & Zoning Meeting: June 9, 2016, at 6:00 p.m.

Next Town Council Work Session: Tuesday, June 14, 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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Yavapai County Sheriff's Office

Dewey-Humboldt 1st Quarter Report
January - March
2016

Lt. Dan Raiss

Town Council Regular Meeting Packet
May 17th, 2016

June 7, 2016

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Quarterly Overview

During the months of January – March 2016, Southern Area Command responded to 554 calls for service and 353 deputy-initiated calls for a total of 907 calls in the town of Dewey-Humboldt.

- ▶ 274 Traffic Stops
- ▶ 134 Traffic Citations

- ▶ 1 Assault
- ▶ 2 Drug Arrests
- ▶ 2 Disorderly Conduct Arrests
- ▶ 2 Family Fight Arrests
- ▶ 9 Wanted Person Arrest

- ▶ Total Arrests: 31
 - Including Custody Arrests & Criminal Citations (cite & release)

- ▶ Cases transferred to Criminal Investigations: 0

Criminal Investigations

- ▶ In 2016, zero (0) cases were assigned to Criminal Investigations Bureau

- ▶ Year to Date, eight (8) cases are actively being investigated:
 - General Investigation (x2)
 - Agency Assist
 - Auto Theft
 - Sex Crimes (x3)
 - Fraud

Animal Control

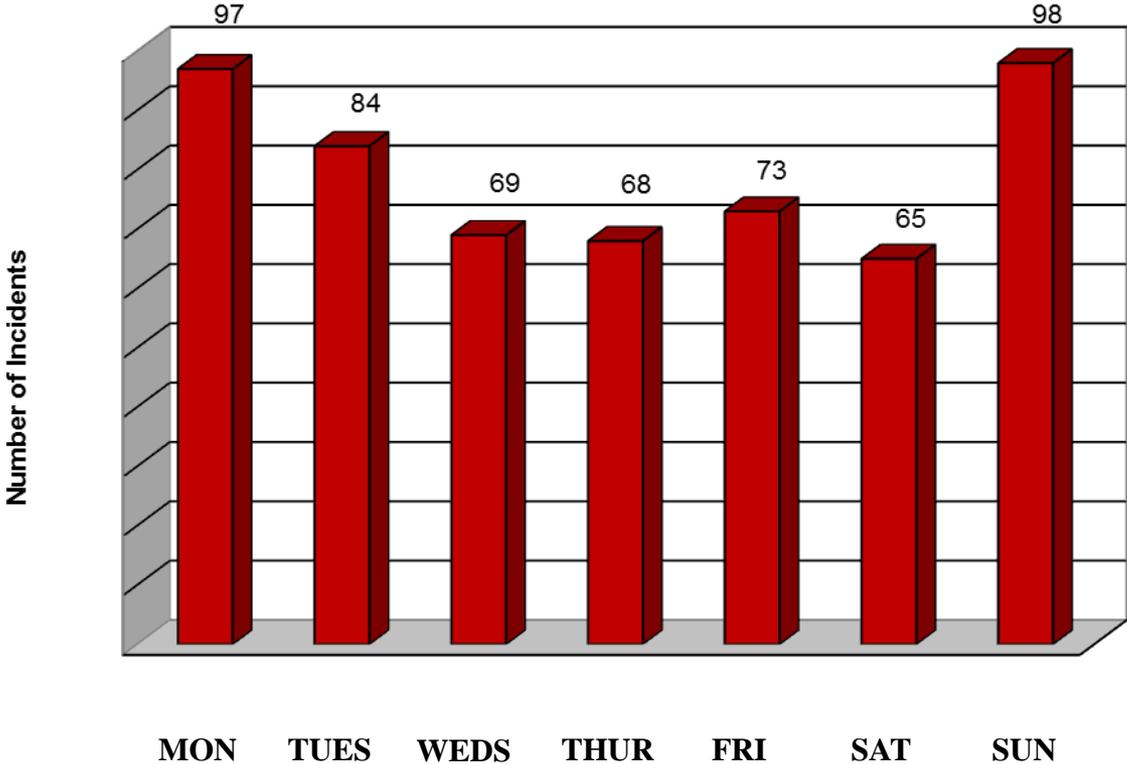
- ▶ During the months of January – March 2016, Animal Control Officers responded to the following animal related calls within the town of Dewey-Humboldt:
 - Animal Bite: 2
 - Animal Neglect: 3
 - Animal Noise: 1
 - Animal Pickup: 6
 - Animal Problem (dog at large): 14
 - Vicious Animal: 2

- ▶ Animal Citations Issued: 2

Calls for Service January – March 2016

TOTAL CALLS

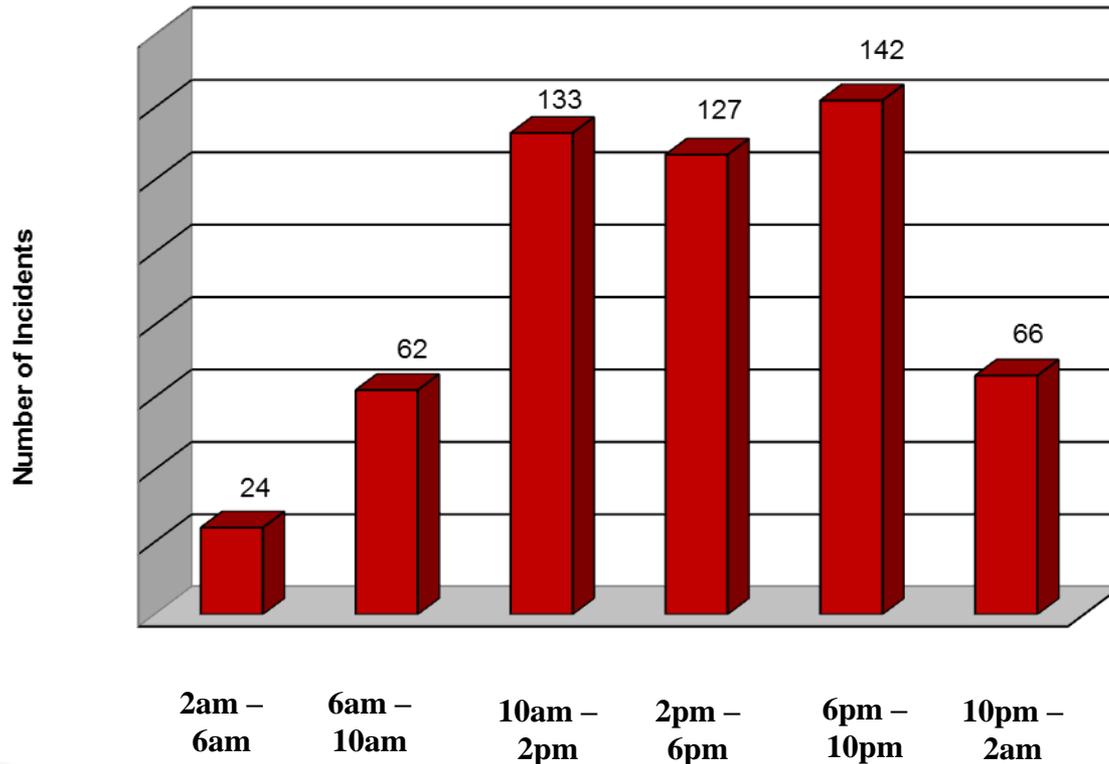
By Day of the Week



Calls for Service January – March 2016

TOTAL CALLS

By Time of Day



Average Response Times for In-Progress Calls January – March 2016

- ▶ Accidents : 12 minutes (1 call)
- ▶ Alarm : 14 minutes (11 calls)
- ▶ Assaults : 4 minutes (1 call)
- ▶ Disorderly : 9 minutes (4 calls)
- ▶ Family Fights : 10 minutes (4 calls)

Part 1 Crimes – 1st Quarter

January – March 2016

	LESD*	SAC-E*	S108*	S108 vs LESD	S108 vs SAC
Murder & Non-Negligent Manslaughter	2	1	0	0%	0%
Forcible Rape	6	0	0	0%	0%
Robbery	1	1	0	0%	0%
Aggravated Assault	41	5	1	2%	20%
Burglary	70	14	2	3%	14%
Larceny-Theft	164	40	3	2%	8%
Motor Vehicle Theft	20	2	0	0%	0%
Arson	0	0	0	0%	0%
Total**	304	63	6	2%	10%



National Institute of Environmental Health Sciences

University of Arizona Superfund Research Program

<http://superfund.pharmacy.arizona.edu/>

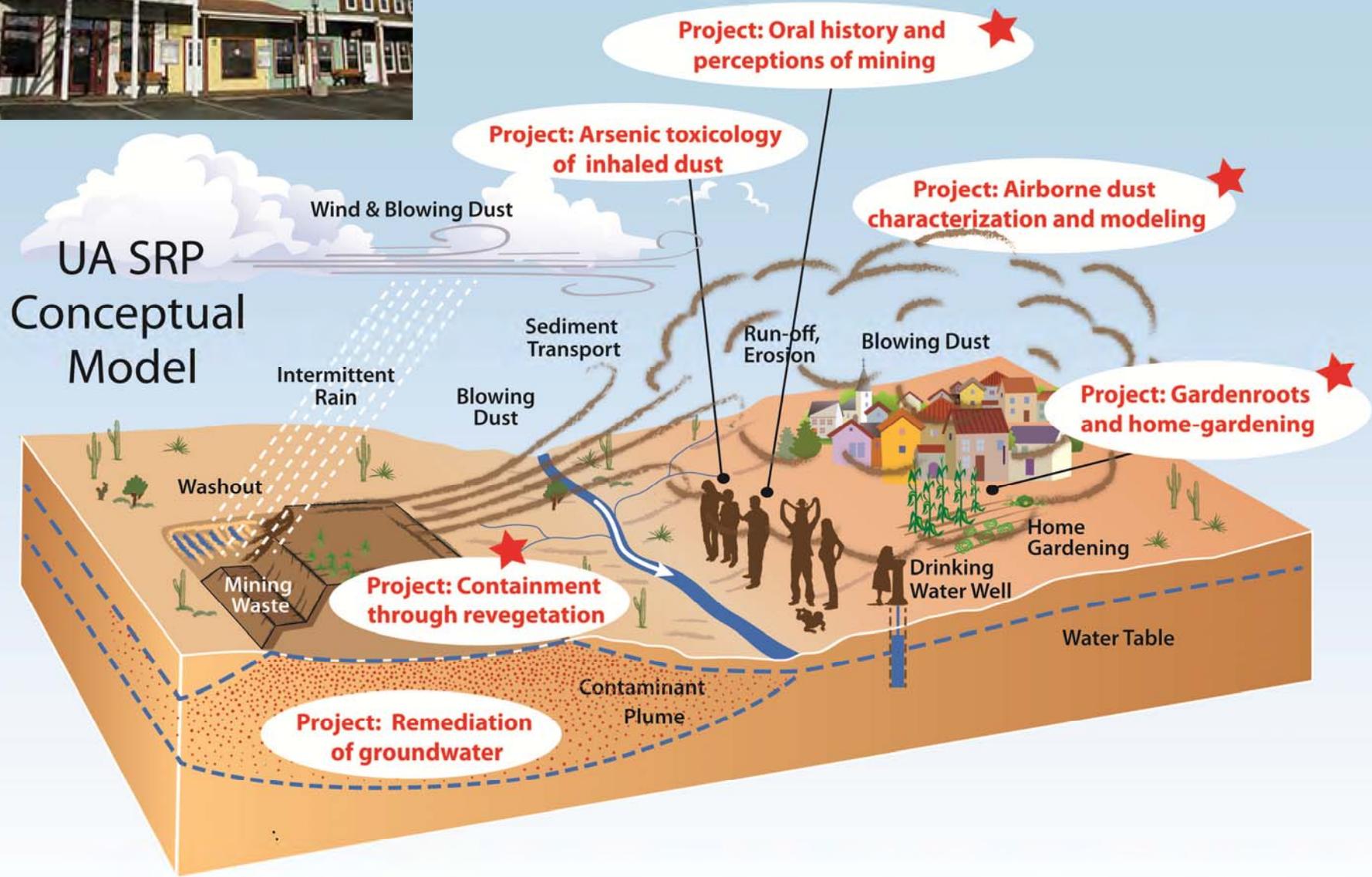
Raina M. Maier, Director

Update on activities in Dewey-Humboldt

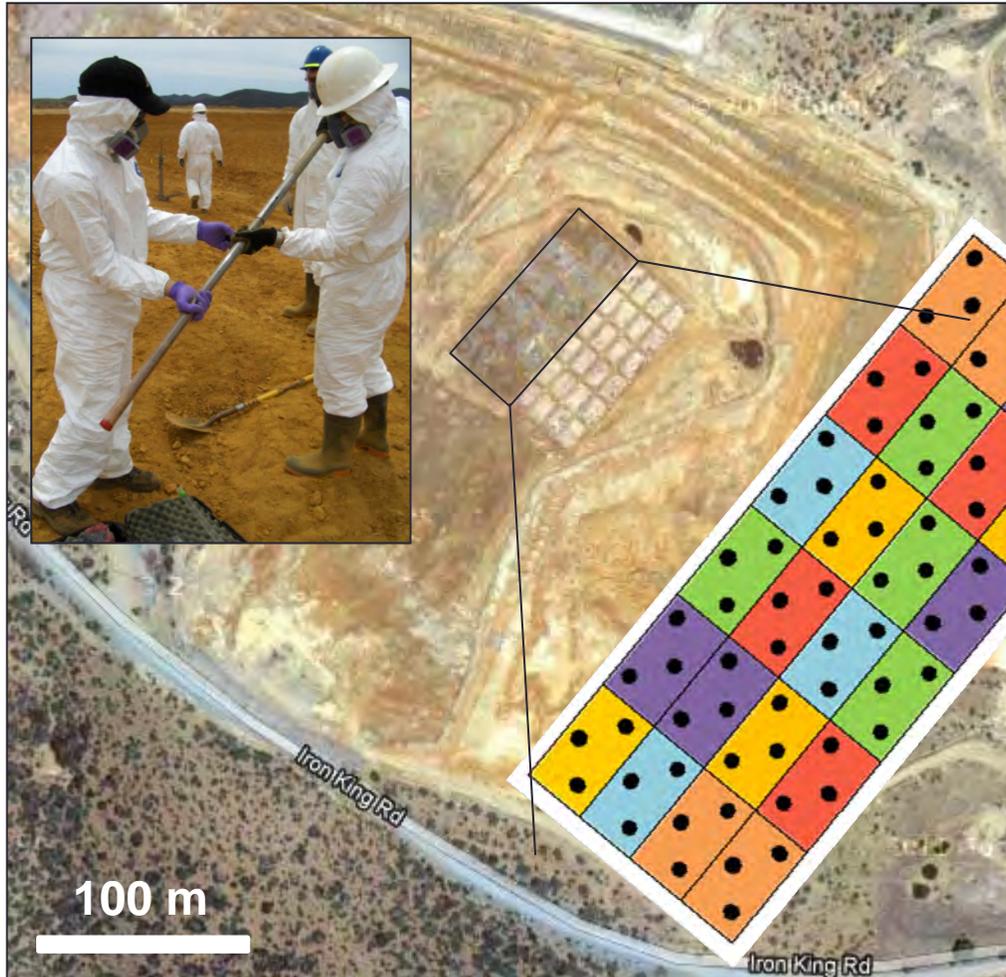




UA SRP in Dewey-Humboldt, AZ



Revegetation of mine tailings

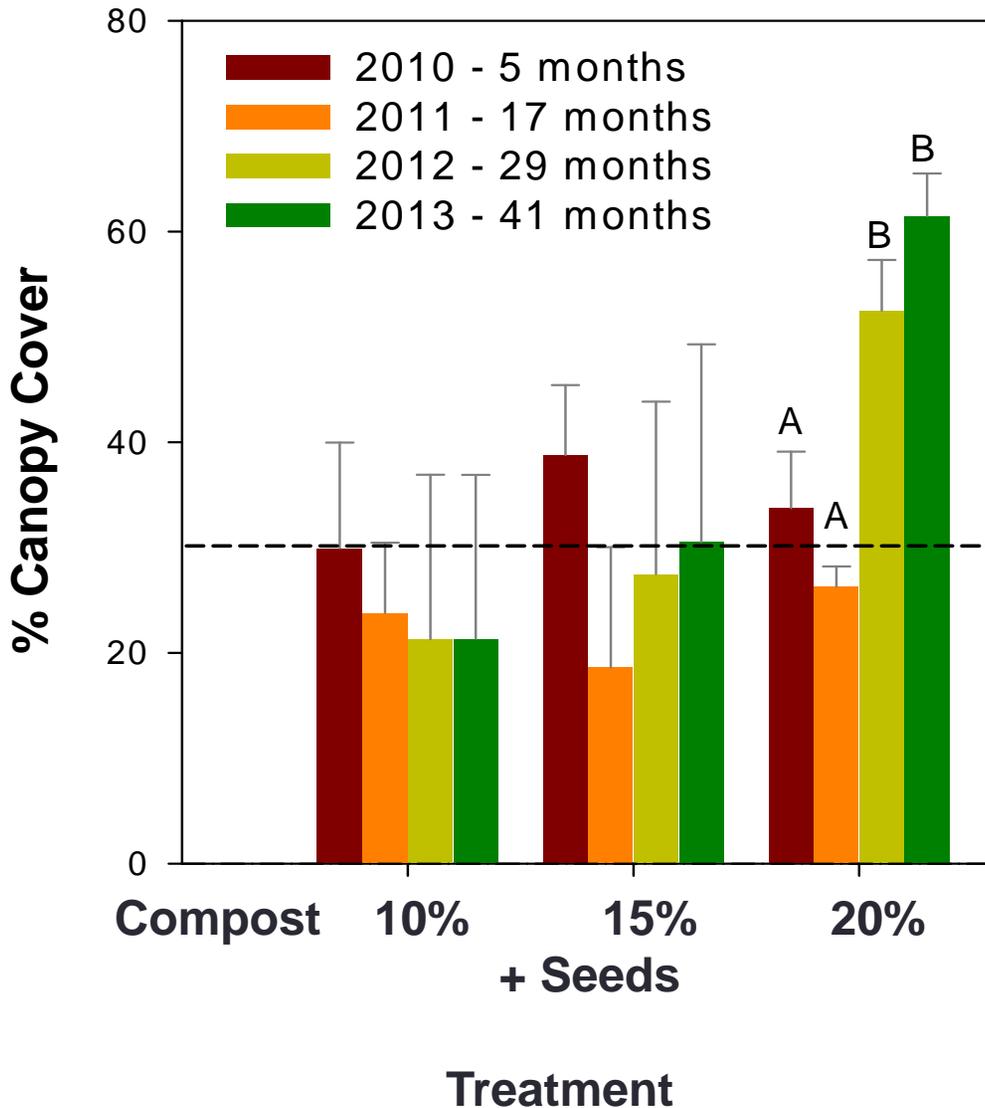


- 0% Compost
- 10% Compost + seeds
- 15% Compost + seeds
- 20% Compost + seeds

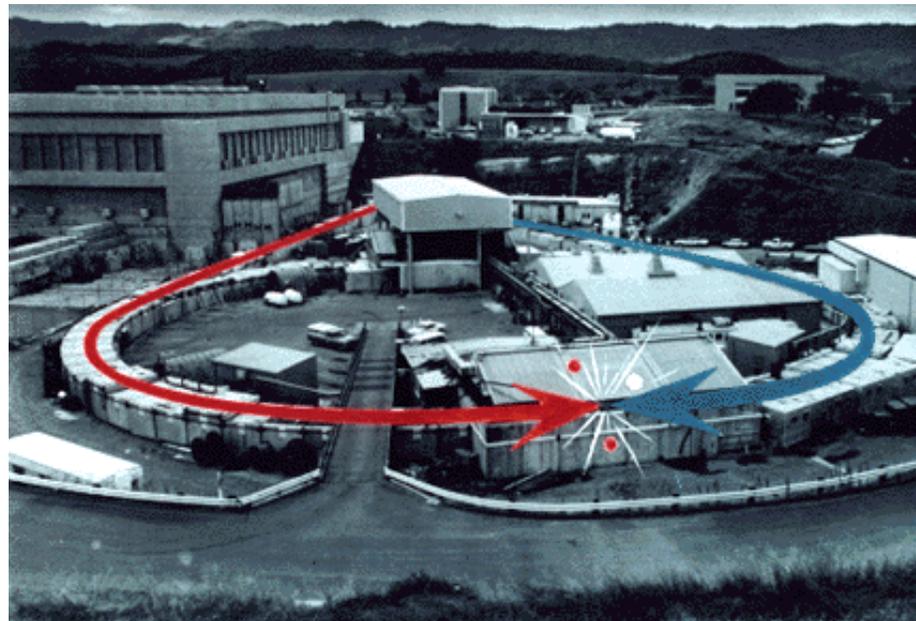
Field Study- Year 4



Iron King field trial - Initiated May 18, 2010

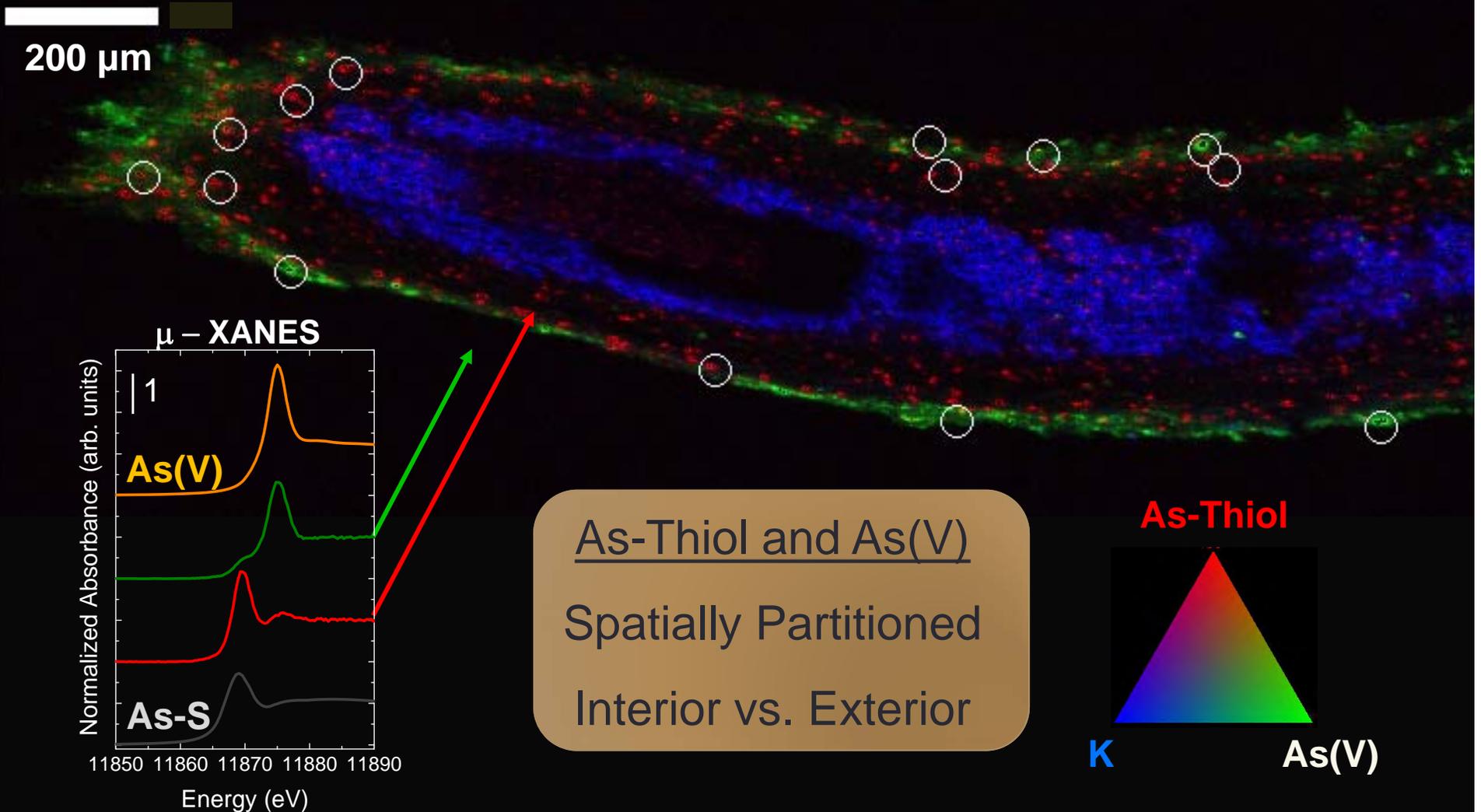


Arsenic stabilization by plants



Stanford Synchrotron Radiation Light Source

Cross section of mesquite root where μ -XRF and μ -XANES were combined to spatially resolve metals and their oxidation state.

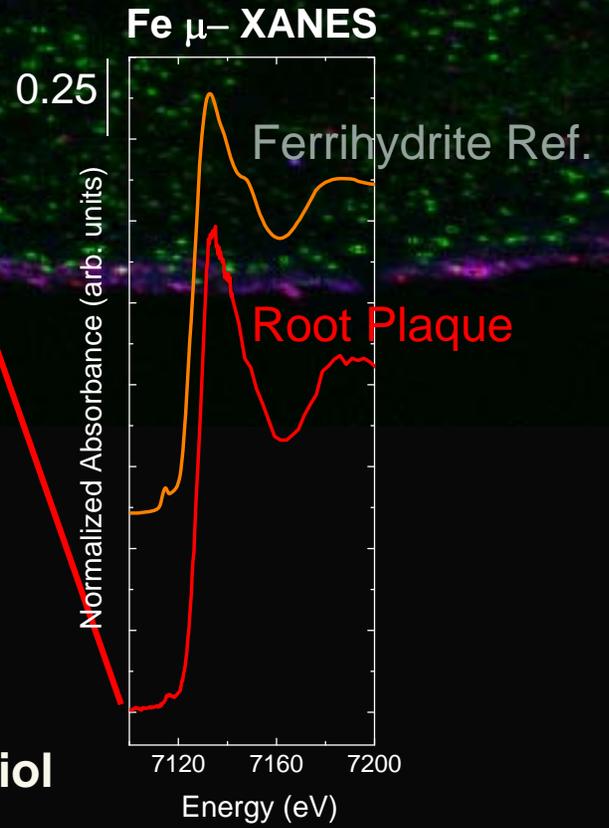
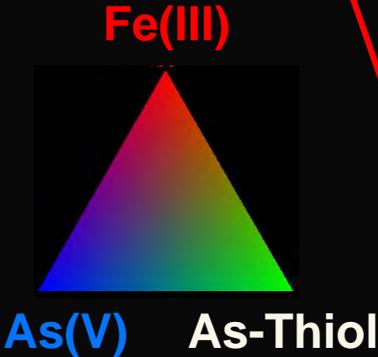


Fe(III)/As(V) Root Plaques show sequestration of arsenic

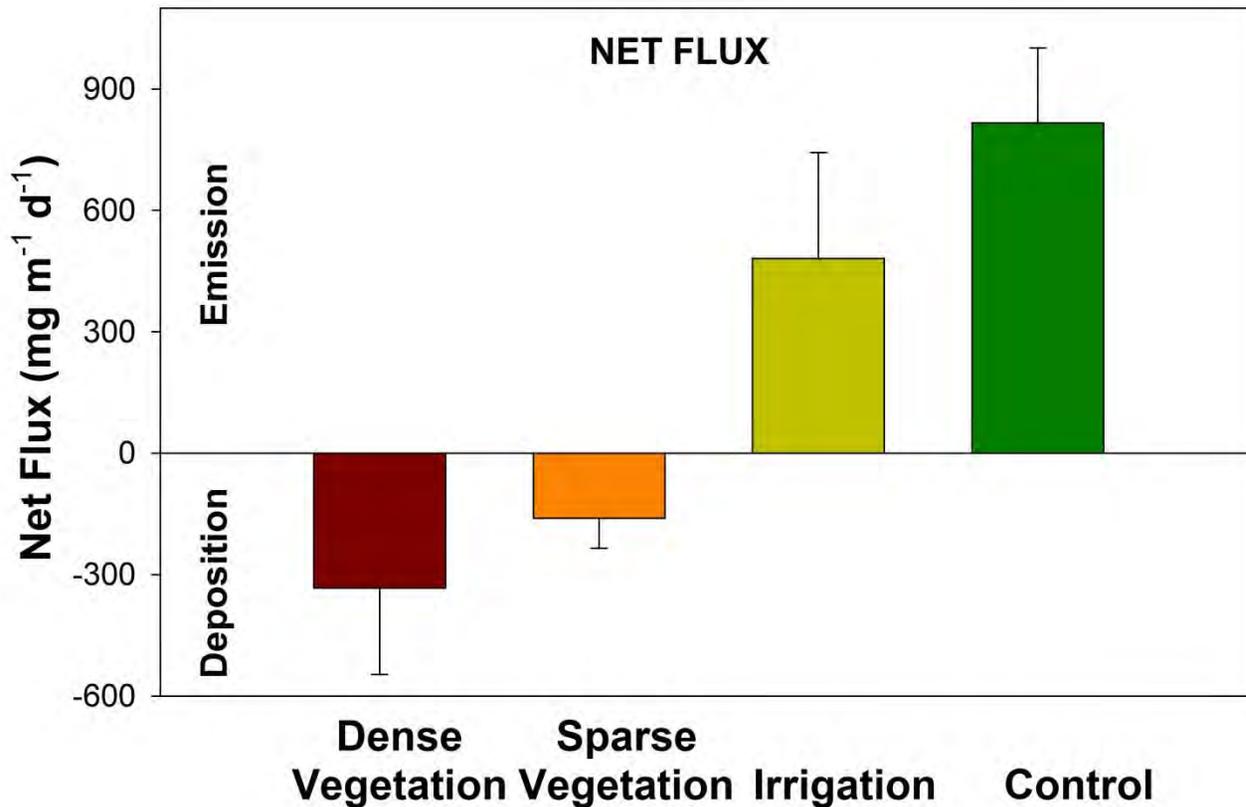
200 μm

	Fe : As
Root μ -XRF Image Signal Ratio	10 : 1
Bulk Tailings Molar Ratio	38 : 1

Arsenic stays in the root zone!

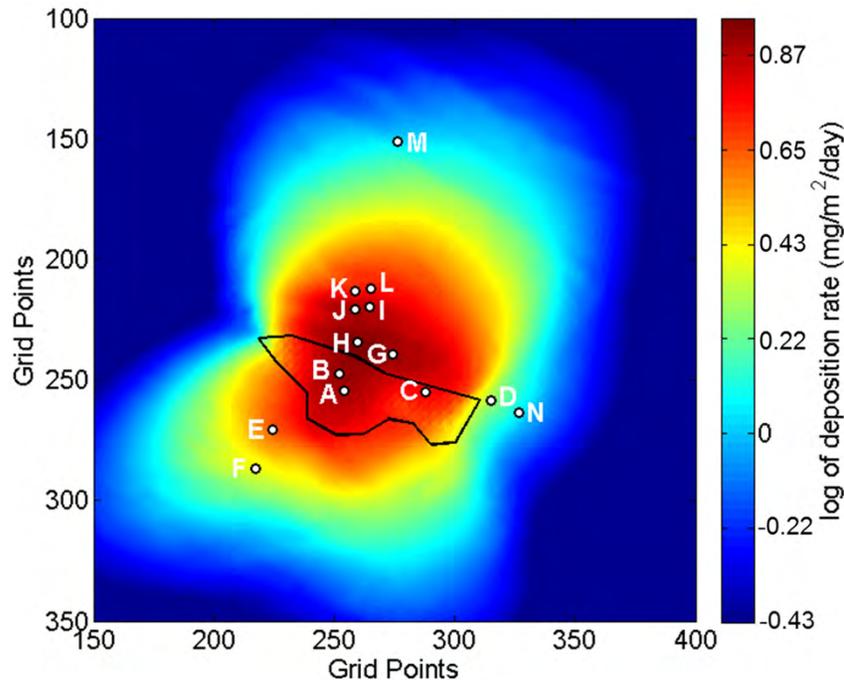


Dust Trapping ability of Plants



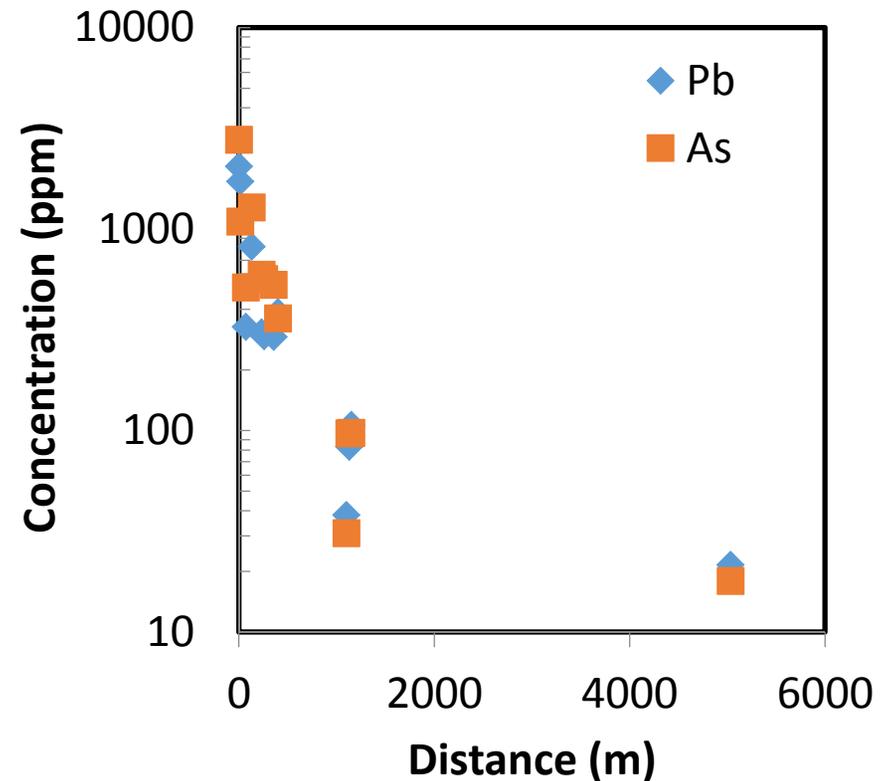
Drs. Raina Maier, Eric Betterton and Eduardo Sáez

Dust Monitoring and Modeling



Map of PM_{27} deposition predicted for the forecast period 21 April to 22 May 2014. The color scale represents the natural log of the dust deposition flux. The tailings impoundment is outlined in black. The grid points are spaced by 10.3-m and the domain has a total horizontal extent of 34.49142° to 34.51452° latitude and -112.26247° to -112.23939° longitude.

Lead and arsenic in topsoil as function of distance from the IK tailings following a NE transect



Drs. Eric Betterton and Eduardo Sáez

August 2008 - December 2012



Dr. Mónica Ramírez-Andreotta



- Community members collected samples
 - ✓ 43 community members completed the training
 - ✓ 25 participants submitted kits
- Together, we learned about the uptake of arsenic by homegrown vegetables near the Iron King Mine & Humboldt Smelter Superfund site
- Results reported back to participants in January 2012 (meeting, individual results booklet) and community (meetings, summary of results)



Certain plant families accumulate more arsenic, but **addressing water and gardening behavior were the major risk communication messages.**

- Due to the successes of the project in Dewey-Humboldt, Gardenroots has been expanded and applied in 4 other counties (AZ, PA)

Dewey-Humboldt Oral History Project

- Oral history is the collection and study of historical information of an event, person, or community.
- **Goal: to capture the history of Arizona Superfund sites as well as the life experience of those living next to these sites.**

Update – May 2016 Field Work



Denise Moreno Ramirez

- May 13-20, 2016 – Needs Assessment Interviews
 - Interviewed 14 individuals from Dewey-Humboldt and Prescott to begin to determine the needs of the project
- May 15, 18 – 19, 2016 – Archival Work
 - Dewey-Humboldt Museum and Sharlot Hall Museum

Examined oral histories, death records, photographs, news articles, personal writings



Julie Neilson
Jon Chorover
Scott White, field expert
Juliana Gil Loaiza
Corin Hammond
Sarah Hayes
Andrea Landazuri
Monica Mendez
Karis Nelson
Kyle Rine
Robert Root
Richard Rushforth
Fernando Solis-Dominguez
Alexis Valentin-Vargas
Karis Nelson

Travis Borillo-Hutter
David Hogan
Benjamin Rivera
Alaina Adel
Asma El Ouni
Ariel Friel
Xiaodong Gao
Catherine Gullo
Zhilin Guo
Linnea Honeker

Shannon Heuberger,
Shuqiong Kong, Billy Linker
Shawn Pedron
Michael Polman
Yiamar Matos
William Scott
Harrison Smith
Lane Undhjem
Kayla Virgone
Simon Wang

Funding and Support

NIEHS Superfund Research Program

UA Center for Environmentally Sustainable Mining

North American Industries

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
APRIL 19, 2016, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, APRIL 19, 2016, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** The meeting was called to order at 6:30 p.m.
2. **Opening Ceremonies.**
 - 2.1. **Pledge of Allegiance.** Done.
 - 2.2. **Invocation.** Given by Councilmember Nancy Wright.
3. **Roll Call.** Town Council Members Arlene Alen, Jack Hamilton, Nancy Wright; Vice Mayor Doug Treadway and Mayor Terry Nolan were present. Councilmember Mark McBrady and Dennis Repan were absent.
4. **Announcements Regarding Current Events, Guests, Appointments, and Proclamations.**

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

 - 4.1. **Downwinders proclamation and presentation.** (Approved presentation at April 5th meeting)

Sherrie Hannah attended and gave her “Downwinders” presentation. The “Downwinders” video was played. Mayor Nolan read the Downwinders Proclamation.
 - 4.2. **Honor and Remember Proclamation.**

Ms. Sutton and Mr. Kriner were present and spoke on the events planned for the Honor and Remember recognition (May 30th at 2pm - event to be at Prescott Valley Town Center on lawn with a party to follow. Mayor Nolan read the Honor and Remember Proclamation.
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.

Town Manager Yvonne Kimball spoke on the status of the traffic signal at Main Street and Highway 69: still on schedule with completion by end of FY16.

 - 5.1. **2015 Volunteer of the year update and recommendation.**

Town Clerk Judy Morgan gave a report on the 2015 Volunteer of the Year and made a recommendation to accept both nominations (Margaret Roberts and Barry Smylie) as the 2015 Volunteers of the Year; hold the VOTY appreciation picnic on May 17th, prior to the Council meeting, at 4:30 p.m. (Butte Park) with the certificate presentation at the Council meeting that evening. Council reached consensus to approve the recommendation.
6. **Consent Agenda.**
 - 6.1. **Minutes.** Minutes from the April 5, 2016 Regular Council Meeting.

Councilmember Wright made a motion to approve the April 5, 2016 Regular Meeting minutes as presented. It was seconded by CM Alen and approved by a 4-0-1 vote in favor, Mayor Nolan abstaining from voting.

7. **Comments from the Public (on non-agendized items only)**. None.
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. Council letter regarding the Iron King/Humboldt Smelter Superfund site issues to Senator McCain. (Continued from the March 15th and the April 12th meetings)

Councilmember Alen spoke on modifying the letter by moving the added invitation wording to the beginning of the letter.

Councilmember Hamilton made a motion to amend the letter as stated and send to Senator McCain. It was seconded by CM Alen and approved by a 5-0 vote.

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

9.1. Preliminary Budget Worksheet Council Acknowledgement.

TM Kimball explained no legal action is necessary for acknowledgement. She gave an overview; the budget workshop #1 is scheduled for April 26th. There was discussion about having an update of the 6-year road plan and breaking it down by year, as well as including some options for Public Works.

9.2. Legal service (Town Attorney) contract with Gust Rosenfeld, LLC. and possible ratification of the town attorney selection. Possible approval, rejection or modification of the contract. following the contract, possible ratification of town attorney selection.

TM Kimball gave an overview on the process to date; contract was reviewed by League of Cities and Towns.

Councilmember Hamilton made a motion to approve the contract for legal services with Gust Rosenfeld, LLC. It was seconded by CM Alen and approved by a 4-0-1 vote in favor, Mayor Nolan abstaining from the vote.

Councilmember Nancy Wright made a motion to accept Gust Rosenfeld LLC, as the Town Attorney selection. It was seconded by CM Hamilton and approved by a 4-0-1 vote in favor, Mayor Nolan abstaining from the vote.

9.3. Authorization of a contingency road repair project located off Deer Pass and Antelope Way.

TM Kimball gave an overview on some unexpected road failures that need to be fixed but will cost some money; asking for council direction on whether to use HURF funds or the contingency overrun. Public Works Supervisor, Ed Hanks gave details of the project: Deer Pass and Antelope Way need roadbed rebuilt and are part of the maintenance plan this year so need to be fixed prior to the chip seal project.

Councilmember Wright made a motion to approve this project out of this year's budget. It was seconded by CM Alen and approved by a 5-0 vote in favor. TM Kimball reiterated they will use HURF without jeopardizing what is already in the plan and will use contingency for any overrun of the project.

9.4. Authorization of Council Chamber/Town Court Audio/Video system replacement /upgrade. Possible Council authorization or rejection.

Town Clerk Morgan explained the option of approving the audio (microphones) upgrades with consideration of a phase II upgrade for video at a later date.

Councilmember Alen made a motion to approve moving forward with SEG estimates on microphones and look at the cameras in the FY16-17 budget. It was seconded by VM Treadway and approved by a 5-0 vote in favor.

9.5. Support letter for regional transit project based on 4/8/16 email from Steve Silvernale.

Vice Mayor Treadway gave an overview explaining Mr. Silvernale contacted him regarding a regional transit project and asking Council if they would like to hear the proposal.

Mayor Nolan made a motion to hear the presentation for the Regional Transit Project, seconded by VM Treadway.

Public comment was taken on this item.

Ulys Brooks recommended Council's caution on this project.

The motion was approved by a 5-0 vote in favor.

10. Public Hearing Agenda. None.

11. Adjourn. The meeting was adjourned at 7:29 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
MAY 3, 2016, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MAY 3, 2016, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** The meeting was called to order at 6:33 p.m.
2. **Opening Ceremonies.**
 - 2.1. **Pledge of Allegiance.** Done.
 - 2.2. **Invocation.** Given by Councilmember Nancy Wright.
3. **Roll Call.** Town Council Members Arlene Alen, Jack Hamilton, Mark McBrady (arrived late at 6:39 p.m.), Dennis Repan, Nancy Wright; Doug Treadway; and Mayor Terry Nolan were present.
4. **Announcements Regarding Current Events, Guests, Appointments, and Proclamations.**

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

 - 4.1. **Municipal Clerks Week Proclamation.**

Mayor Nolan read the Municipal Clerks Week proclamation.
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. **Staff report of the April 7 P&Z discussions of the matters related to proposed animal ordinance regarding Chapter 153 zoning regulations.**

Councilmember McBrady arrived at 6:39 p.m.

Community Planner/Code Officer Steven Brown gave his report explaining the proposed animal ordinance for Chapter 153 was still on hold until the May 5th Planning & Zoning meeting.
6. **Consent Agenda.**
 - 6.1. **Minutes.** Minutes from the March 22, 2016 Special Session.

Councilmember Hamilton made a motion to approve the minutes from the March 22, 2016 Special Session, as presented, and seconded by VM Treadway. It was approved by a 6-0-1 vote in favor, Mayor Nolan abstained from the vote, as he was not at the March 22nd meeting.
7. **Comments from the Public (on non-agendized items only).**

Thomas Thurman spoke on the letter to Senator McCain and his support through sending a letter, as well. He gave an update on the government news: House reducing funding for local government; HURF money-48% going to municipalities; ADOT prioritization of projects; HB1350 removing classifications of residential neighborhood; passing of drug rehab bill; fireworks ban during peak fire danger/fireworks use; SB1244 reimbursing for forest fires process; turnoff roadway work on Highway 169.

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. **Ordinance 16-124 Amending Town Code of Ordinances, Title IX General Regulations, Chapter 90 Animals.** Possible adoption, rejection, modification. (Revisions directed at the March 22nd meeting).

CM Repan complimented Vice Mayor Treadway on the running of the March 22nd meeting. Mayor Nolan opened public comment.

Public comment was taken on this item.

Victoria Wendt spoke on information she emailed to council prior to the meeting: Issues with the (E3) Animal Care; warrant costs; search and seizure based on eminent danger; fourth amendment articles. Modifying HOUSEHOLD PETS definition by removing last line and placing period after "home".

Debby Pomeroy spoke on fourth and fifth amendment rights violations; conflicting opinion on Chino Valley dog ordinance.

Public comment session was closed as no more comments were received.

Town Attorney Goodwin spoke in disagreement with Ms. Wendt's opinion regarding fourth amendment claims. She spoke on a possible amendment option changing *reasonable belief* to *probable cause*. Magistrate Kelley also weighed in on the wording supporting current law enforcement standards on these issues. There was more discussion on this.

CM Hamilton made a motion to approve Ordinance 16-124 as presented, seconded by CM Wright. It was approved by a 5-2 vote in favor, CM McBrady and Mayor Nolan voting against.

8.2. **Review and discussion of regular council meeting of 1/5/16, agenda item 5.2 Entitled "Town attendance at the January 2017 Rural Transportation Summit in Yuma".** [Tabled from February 16, 2016 meeting. Originally submitted as a CAARF request from CM Repan]

Councilmember Repan gave an overview on his CAARF explaining he wanted CM Alen to be able to speak on the Mayor's decorum toward Ms. Alen at the January 5, 2016 meeting.

CM Alen addressed her concerns with the Mayor's comments at that meeting. CM Repan spoke against demeaning of council in meetings. There was discussion on whether this might constitute an Ethics Complaint or a Code Violation against the Mayor.

No public comment was received and no action was taken.

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

9.1. **Call of Election.**

Town Clerk Judy Morgan gave an overview of the Call of Election; stated dates for election events: May 2nd to June 1st - Nomination period for anyone wishing to run for Council or Mayor seat for the August 30th Primary Election. No council action was needed. Notification only.

9.2. **Authorization of establishing a Wells Fargo Savings Account and maintain a sufficient cash balance.** Possible Council authorization or rejection.

Town Manager Kimball gave an overview and Accountant Deni Thompson explained establishing a bank savings account will allow for quicker access to money by having a separate savings from the LGIP account and having a higher interest earning potential.

Councilmember Hamilton made a motion to approve authorizing of establishing a Wells Fargo Savings Account and to maintain a sufficient cash balance in it, seconded by VM Treadway. It was approved unanimously.

9.3.2016 Spring Chip-seal project contract award. Possible award of the contract to a contractor.

Public Works Supervisor Ed Hanks presented the chip seal project response: 1 responsible bidder, alternative bids 1 and 2 are road quantities that are part of the maintenance plan. He reviewed what those bid alternates were. Bid price is slightly higher (\$1800) than original budget, as double chip seal wasn't originally anticipated.

Councilmember Hamilton made a motion to award the 2016 Spring Chip Seal project contract to Earth Resources Corporation, seconded by CM Repan. It was approved unanimously.

9.4. Richard Heath, Director of Greater Prescott Regional Economic Partnership (GPREP) would like to make a presentation to council. [CAARF requested by CM Repan]

Councilmember Repan made a motion to approve having Richard Heath give a presentation on GPREP update, seconded by Vice Mayor Treadway. It was approved unanimously.

The presentation will be scheduled for May 17, 2016 Council Meeting.

9.5. Consultation with the Town Attorney on road maintenance issues (as directed at the April 26 special meeting). Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purpose. When the Executive Session ends, Council may act on any matter considered on the agenda.

Councilmember Repan made a motion to go into Executive Session for consultation with the Town Attorney on road maintenance issues, seconded by CM Alen. There was discussion on whether this was necessary. Town Attorney Goodwin answered questions regarding the gift clause pertaining to maintaining private roads. The mover and seconder of the motion withdrew their motion.

Council asked additional questions of the Town Attorney, including the correct way for the town to maintain roadways: (survey, deeds, bring into town ownership, then spend money to maintain). Ownership might include eminent domain, conveyance of easement/access. Process is expensive and lengthy.

Public comment was taken on this item.

Tom Watson spoke on this problem starting with the County and being a long-standing problem; slow response times for many of the roads in town; people living off of Prescott Dells Ranch Road and Rocky Hill Road wanting something done; updating GPS to indicate many roads not passable; fixing the problem.

Council asked questions of Mr. Watson pertaining to cooperation of property owners on this subject; drainage problems and roadway conditions.

There was discussion on the need to develop a policy on this and if a Council Member is still interested in moving forward on this issue then it needs to come back as a CAARF.

9.5.1. Recess into and hold an Executive Session pursuant to A.R.S. 38-431.03 (A)(3).

Discussion or consultation for legal advice with the attorney or attorneys of the public body pertaining to road maintenance proposals.

Council did not go into Executive Session for this item but had the discussion in open session.

9.5.2. Reconvene into Open Session. N/A

10. Public Hearing Agenda.

None.

11. Adjourn.

The meeting was adjourned at 9:12 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
STUDY SESSION MINUTES
MAY 10, 2016, 2:00 P.M.**

A STUDY SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MAY 10, 2016, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** The meeting was called to order at 2:03 p.m.
2. **Roll Call.** Town Council Members Arlene Alen, Jack Hamilton, Dennis Repan, Nancy Wright; and Mayor Terry Nolan were present. Mark McBrady and Vice Mayor Doug Treadway were absent.
3. **Study Session.** No legal action to be taken.

Council reached consensus to allow public comment on each agenda item.

3.1. Medical Marijuana update from the Attorney, and Community Planner Steven Brown's Analysis and next steps.

Community Planner/Code Officer (CP/CO) Steven Brown spoke to the receipt of correspondence from the Town Attorney indicating that after three years of being frozen in place, marijuana dispensaries are now going to have the option to move, and the town might be well-advised to examine their regulations and determine if the regulations do what the Town wants them to or if there are changes to be made. CP/CO Brown presented a PowerPoint presentation of his review of the local regulations including Zoning and Building Codes; Ordinance 153.205 Medical Marijuana Code Sections; and Maps of Potential Medical Marijuana Sites. In conclusion, CP/CO Brown presented three options for the Council to consider i.e. Option 1 - Do Nothing; Option 2 - Tighten or refine current regulations; Option 3 - Loosen the current regulations.

There was Council discussion and questions, with the Council consensus to not making any changes or revisions until the outcome of the propositions at the state level are known.

No public comment was received.

3.2. FIREWISE Program Update and direction to proceed with next steps.

CP/CO Brown gave an update on the FIREWISE process to date. CYFD has performed an assessment of the northeast Foothills area and Blue Hills Subdivision. CP/CO Brown reviewed his PowerPoint presentation going over the two zones selected. There is a meeting on June 3, 2016, to encourage residents of the two neighborhoods to attend an organizational meeting to establish committees. There is need for this to be a community project, due to staff restraints. At said meeting, committees would be established along with an Action Plan. Once the certification is completed, it has to be renewed every year. There is need to keep heightened community interest on an ongoing basis. CP/CO Brown gave an overview on the attachments supporting his presentation. He pointed out that some insurance companies are offering discounts for those that participate in these types of programs and try to reduce their risks by participating in FIREWISE. The FIREWISE program should not be confused with another grant that is supported by CYFD. CP/CO Brown asked for Council approval to send the letters of invite to the organizational meeting. There was Council consensus to move forward.

Public comment was taken on this item.

Victoria Wendt spoke to feeling that the FIREWISE program is phenomenal and encourages the Town to participate, with the exception of one thing. Ms. Wendt spoke to

a recently established ordinance that requires fingerprints and background checks of committee members and what effect that could have on a volunteer committee.

CP/CO Brown clarified that this would be a volunteer committee, not Council appointed, so the open meeting rules as far as background checks and fingerprinting would not apply.

3.3. Tasking Planning & Zoning to research and recommend boundaries and parameters for the creation of a Local Historic District in D-H. [CAARF requested by CM Alen]

Councilmember Alen stated that she brought this to Council seven years ago as the Vice Chair of the Planning & Zoning Commission, and is now bringing it back. CM Alen spoke to the community being very interested in maintaining the integrity and history of the community. She recommended having the Planning & Zoning Commission review the creation of a local historic district and recommend options for creating said district.

There was council discussion regarding size of the district; possible grants; and whether this should be a Planning & Zoning Commission function or a Town Council function.

Public comment was taken on this item.

Phillip Conley spoke to his background with the museum and archeology, sharing his knowledge of the process for historic districts and preservation of historic sites.

There was Council consensus to task the Planning & Zoning Commission with determining a viable area for a historic district, bringing the plan back to Council.

4. Special Session. Legal action can be taken.

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

Council has an additional meeting (budget workshop #2) scheduled for 5/24/16, no further meetings were scheduled.

5. Adjourn.

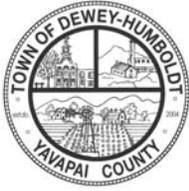
Adjourned at 3:00 p.m.

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

June 7, 2016, 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 8.2. Resolution 16 - 121 repealing CIP

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: May 25, 2016

Recommendation: Adopt the Appealing Resolution 16-121.

Summary:

At the April 12th meeting, staff gave a review and current status of the 2011-2021 CIP. Council recognized that the CIP was designed to be funded by grants which is not a reliable source for ongoing CIP projects. Additionally, it is no longer a legal requirement for us to have an official CIP as we are not charging development fees.

Council directed to repeal the CIP and make it a working document. The document contains many worthy projects as a result of extensive public involvement efforts. The CIP was adopted by Resolution 10-74. In order to formally repeal the CIP, a repealing resolution is drafted for the council to adopt.

RESOLUTION NO. 16-121

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA, REPEALING RESOLUTION No. 10-74 AND THE CAPITAL IMPROVEMENT PROGRAM FY 2011-2021 ADOPTED THEREIN; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, on January 5, 2010, the Mayor and Town Council of the Town of Dewey-Humboldt (the "Town") adopted Resolution No. 10-74 adopting the Capital Improvement Program FY 2011-2021 ("CIP"); and

WHEREAS, the Town's development fees program expired in 2014 and as a result, the Town is no longer required by Arizona state law to have a formal capital improvements plan;

NOW THEREFORE BE IT RESOLVED by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona that Resolution No. 10-74 is hereby repealed and of no further effect.

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, phrase, or portion of this Resolution or any part of this Resolution, is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona this ____ day of _____, 2016.

Terry Nolan, Mayor

ATTEST:

APPROVED AS TO FORM:

Judy Morgan, Town Clerk

Susan Goodwin, Town Attorney

TOWN COUNCIL REGULAR MEETING

June 7, 2016 – 6:30 pm Town Council Meeting Chambers

Agenda Item #9.1 Community Development Block Grant (CDBG) – Council Award Contract.

To: Mayor and Town Council Members

From: Ed Hanks, Public Works Supervisor

Recommendation: To award the Dewey Humboldt Road Improvement CDBG Grant #117-16/118-16 to Earth Resources Corporation for the Total Amount of \$251,542.40.

Date submitted: June 1, 2016

Summary:

The CDBG Project was advertised and bids were opened on May 23, 2016. We received five bids in response to the advertised project, local company Earth Resource Corporation had the lowest responsible bid. The bid break down is:

Base Bid:	\$191,086.85
Add Alternate #1	\$16,434.30
Add Alternate #1.1	\$13,695.25
Add Alternate #2	\$30,326.00
Total amount:	\$251,542.40

The CDBG Grant has approximately: \$230,303.00 for Construction.

Although the total bid amount is higher than the available CDBG construction funds, staff does recommend the award of the total amount to Earth Resources Corporation. The bid amounts are low enough to complete the intent of the grant (Base Bid) and most of the alternates.

Town Council has authorized the use of the Town’s local funds in FY 17 to allow us to extend the sidewalk, which would provide a more complete project at a lower price than trying to add additional sidewalk at a later date.



Shephard ▲ Wesnitzer, Inc.

221 North Marina Street, Suite 102
Prescott, AZ 86301
928.541.0443
928.541.1075 fax
www.swiaz.com

Engineering an environment of excellence

May 23, 2016

SWI #15243

Isabel Rollins
Northern Arizona Council of Governments
140 N. Montezuma, Ste. 109
Prescott, AZ 86301

**RE: Bid Tabulation and Recommendation of Award for
YAVAPAI COUNTY, DEWEY-HUMBOLDT ROAD IMPROVEMENTS
CDBG GRANT #117-16 / 118-16**

Ms. Rollins,

I have reviewed the bids received on May 23, 2016 for the captioned project, tabulated the bid amounts and verified the licenses with the Arizona State Registrar of Contractors for the low bidder. I have also attached a complete tabulation of all the bids received by bid schedule line item with math errors and deficiencies highlighted. The following is a summary of the bids received by order of bid amounts, including any deficiencies noted in the Contractor’s submittals:

BID TABULATION

BASE BID PLUS 3 ADDITIVE ALTERNATES – TOTAL OF 5 BIDDERS:

Earth Resources: Their bid in the amount of **\$251,542.40** was the lowest bid received for Base Bid plus all Additive Alternates and contained no errors. The bid submittal was complete with the required documents. They also had the lowest bid for the Base Bid plus any combination of Additive Alternates that could be awarded.

Carson Construction: Their bid in the amount of **\$341,987.99** was the 2nd lowest bid received for the Base Bid plus all Additive Alternates contained a math error and unit price omissions. The bid submittal was complete with the required documents. The bid deficiencies did not change the order of the bid.

Capital Improvements, LLC – Their bid in the amount of **\$398,720.00** for Base Bid plus all Additive Alternates was the 3rd lowest bid received and contained no math errors. The bid submittal was complete with the required documents.

Asphalt Paving & Supply: Their bid in the amount of **\$465,284.00** was the 4th lowest bid received for the Base Bid plus all Additive Alternates and contained no errors. The bid submittal was complete with the required documents.

BID TABULATION AND RECOMMENDATION OF AWARD FOR YAVAPAI COUNTY DEWEY-HUMBOLDT ROAD IMPROVEMENTS, CDBG GRANT #117-16 / 118-16

Standard Construction – Their bid in the amount of **\$487,837.00** for the Base Bid plus all Additive Alternates was the highest bid received and contained a math error. The bid submittal was complete with the required documents. This error did not change the order of the bid

BID RECOMMENDATIONS:

Based on our review of the bids received and subject to available funding, we would recommend award of the project to Earth Resources Corporation in the following amounts:

Base Bid:	\$ 191,086.85
Additive Alternate #1:	\$ 16,434.30
Additive Alternate #1.1:	\$ 13,695.25
Additive Alternate #2:	\$ <u>30,326.00</u>
TOTAL AMOUNT:	\$ 251,542.40

The final decision on the award of the project will be dependent on a final review of the Contractor’s bid submittals by NACOG for conformance to the bidding requirements and the final amount of available funding.

We are providing you with the original bid documents received at the bid opening for your files, keeping a copy for us. Ed Hanks with the Town of Dewey-Humboldt also retained a copy from the bid opening. If you have any questions, please contact me at your earliest convenience. This correspondence with attachments is being issued via email only to you and Mr. Hanks.

SHEPHARD-WESNITZER, INC.



Richard Aldridge, PE
SWI Branch Manager

Attachments:

- SWI Bid Tabulation (2 Pages, 11” x 17” format)
- Record of Bids Read Aloud, 5-23-16 (1 page 11” x 17” format)
- Registrar of Contractors License Information for Earth Resources (1 page)



**DISCLAIMER**

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in **A.R.S. 32-1104A3**. Please read our Standard Disclaimer at www.azroc.gov/Legal/Disclaim.html

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

Details for License Number 259019 (Tuesday, May 24, 2016 3:39:27 PM)

Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
Earth Resources Corporation PO Box 1420 Dewey, AZ 86327-1420 Phone: (928) 899-6365	CURRENT	KA DUAL CORPORATION	First Issued: 09/13/2009 Renewed Thru: 09/30/2017

License Class & Description **KA DUAL ENGINEERING**

Comments

●[SUSPENDED NON-RENEWAL 10/01/2011 - 10/04/2011]

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Wilson Wayne Orr	Name Stephenie Lou Orr
Position QP/OFFICER	Qual. Date 09/13/2009
	Position OFFICER

Complaint Information

*Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the **Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762)** to identify the ROC office location you need to visit to view complete complaint documentation.*

Open: 0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.
Closed Cases	
Disciplined: 0	This is the number of complaints that resulted in discipline against this contractor.
Resolved/Settled/Withdrawn: 0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.
Denied Access: 0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.
Bankruptcy: 0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

Bond [1] Information

Number	Effective	Amount	Paid	Available	Company	Notes
AM8619	10/03/2011	\$24,000.00	\$0.00	\$24,000.00	CONTRACTORS BONDING AND INS CO	

YAVAPAI COUNTY DEWEY-HUMBOLDT ROAD IMPROVEMENTS - SUMMARY OF BIDS READ ALOUD AT THE BID OPENING
SWI Project No. 15243, CDBG GRANT #117-16 / 118-16
 BID OPENING DATE: MAY 23, 2016, 3:00 PM; PREPARED BY: SHEPHARD WESNITZER, INC.

BIDDER	BID SUBMITTAL FORMS								BASE BID #1 (BID SCHEDULE)	ADDITIVE ALTERNATES 1, 1.1 & 2 (BID SCHEDULE)			GRAND TOTAL BASE BID PLUS ALL ADDITIVE ALTERNATES (BID SCHEDULE)
	PROPOSAL FORM PG 44-47	BID BOND	CONTRACTORS QUALIFICATIONS STATEMENT PG 48	PROJECT SCHEDULE	SUBCONTRACTOR AND MATERIAL SUPPLIERS LIST PG 51	LS-2 CONTRACTORS CERTIFICATION PG 52	CERTIFICATIONS SIGNATURE FORM PG 63	ADDENDA 1 ACKNOWLEDGED PG 44	BID SCHEDULE BASE BID #1 AMOUNT	BID SCHEDULE ADD ALT #1 AMOUNT	BID SCHEDULE ADD ALT #1.1 AMOUNT	BID SCHEDULE ALT #2 AMOUNT	
EARTH RESOURCES	X	X	X	X	X	X	X	X	\$ 191,086.85	\$ 16,434.30	\$ 13,695.25	\$ 30,326.00	\$ 251,542.40
CARSON CONSTRUCTION	X	X	X	X	X	X	X	X	\$ 257,224.12	\$ 30,837.92	\$ 30,649.02	\$ 25,336.04	\$ 344,047.11
CAPITAL IMPROVEMENTS	X	X	X	X	X	X	X	X	\$ 262,686.50	\$ 56,670.00	\$ 47,225.00	\$ 32,137.50	\$ 398,720.00
ASPHALT PAVING AND SUPPLY	X	X	X	X	X	X	X	X	\$ 360,941.00	\$ 34,946.50	\$ 25,501.50	\$ 43,895.00	\$ 465,284.00
STANDARD CONSTRUCTION COMPANY, INC	X	X	X	X	X	X	X	X	\$ 371,321.00	\$ 37,780.00	\$ 31,186.50	\$ 50,367.50	\$ 490,637.00

NOTE: THE CARSON CONSTRUCTION BID INCORRECTLY NOTED THE TOTAL BASE BID AMOUNT AS THE AMOUNT FOR THE HUREON SUBTOTAL. THE AMOUNT SHOWN IS THE TOTAL OF THE BID SUBTOTAL AMOUNTS READ ALOUD.
 THE AMOUNTS INCLUDED ON THIS PAGE WERE THE AMOUNTS READ ALOUD FROM THE SUBMITTED BID SCHEDULES. THEY ARE SUBJECT TO BID TABULATION VERIFICATION BY SWI FOR THE ACTUAL AMOUNTS BID FOR THE PROJECT.
 PREPARED BY: RICHARD ALDRIDGE, PE, SWI PRESCOTT OFFICE BRANCH MANAGER
 MAY 23, 2016

DEWEY-HUMBOLDT ROAD IMPROVEMENTS

CDBG GRANT #117-16 / 118-16

PREPARED:
MAY 23, 2016

(HURON STREET SIDEWALK AND BLUE HILLS FARM #3 ROADWAY & DRAINAGE)

TABULATION OF BIDS RECEIVED

ITEM #	ITEM	ENGINEERS ESTIMATED QUANTITY	UNIT	BID UNIT PRICE	BID LUMP SUM TOTAL PRICE	EARTH RESOURCES		CARSON CONSTRUCTION		CAPITAL IMPROVEMENTS		ASPHALT PAVING & SUPPLY		STANDARD CONSTRUCTION		
BASE BID BLUE HILL FARM #3 ROADS						ENGRS ESTM										
B1	MOBILIZATION/ADMINISTRATION, SWPPP	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 2,532.00	\$ 2,532.00	\$ 19,592.17	\$ 19,592.17	\$ 20,000.00	\$ 20,000.00	\$ 48,888.00	\$ 48,888.00	\$ 31,000.00	\$ 31,000.00	
B2	STAKING, TESTING, TRAFFIC CONTROL & AS-BUILT PLANS	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 9,117.00	\$ 9,117.00	\$ 22,895.67	\$ 22,895.67	\$ 2,000.00	\$ 2,000.00	\$ 16,000.00	\$ 16,000.00	\$ 21,000.00	\$ 21,000.00	
B3	18" HDPE CULVERT INSTALLATION	362	LF	\$ 40.00	\$ 14,480.00	\$ 42.91	\$ 15,533.42	\$ 43.19	\$ 15,634.78	\$ 55.00	\$ 19,910.00	\$ 56.00	\$ 20,272.00	\$ 78.00	\$ 28,236.00	
B4	24" HDPE CULVERT INSTALLATION	780	LF	\$ 60.00	\$ 46,800.00	\$ 47.10	\$ 36,738.00	\$ 38.35	\$ 29,913.00	\$ 60.00	\$ 46,800.00	\$ 68.00	\$ 53,040.00	\$ 89.00	\$ 69,420.00	
B5	UNLINED DRAINAGE SWALES	5,000	LF	\$ 5.00	\$ 25,000.00	\$ 3.02	\$ 15,100.00	\$ 5.06	\$ 25,300.00	\$ 3.00	\$ 15,000.00	\$ 6.00	\$ 30,000.00	\$ 3.00	\$ 15,000.00	
B6	MAG TYPE G – DOUBLE CATCH BASIN	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 3,054.00	\$ 3,054.00	\$ 4,200.82	\$ 4,200.82	\$ 3,100.00	\$ 3,100.00	\$ 1,680.00	\$ 1,680.00	\$ 6,500.00	\$ 6,500.00	
B7	GROUTED RIPRAP AT CULVERT INLETS/OUTLETS ON 1:1 SLOPE	142	SY	\$ 80.00	\$ 11,360.00	\$ 50.03	\$ 7,104.26	\$ 100.51	\$ 14,272.42	\$ 60.00	\$ 8,520.00	\$ 80.00	\$ 11,360.00	\$ 150.00	\$ 21,300.00	
B8	RIPRAP WITH GEOTEXTILE	210	SY	\$ 75.00	\$ 15,750.00	\$ 38.40	\$ 8,064.00	\$ 31.47	\$ 6,608.70	\$ 40.00	\$ 8,400.00	\$ 33.00	\$ 6,930.00	\$ 130.00	\$ 27,300.00	
B9	3" AC/6" ABC PAVEMENT REPLACEMENT	232	SY	\$ 30.00	\$ 6,960.00	\$ 44.81	\$ 10,395.92	\$ 68.75	\$ 15,950.00	\$ 75.00	\$ 17,400.00	\$ 99.00	\$ 22,968.00	\$ 75.00	\$ 17,400.00	
B10	CONCRETE SLAB, 6" THICK ON 6" ABC BASE	240	SF	\$ 10.00	\$ 2,400.00	\$ 12.00	\$ 2,880.00	\$ 10.36	\$ 2,486.40	\$ 9.10	\$ 2,184.00	\$ 9.00	\$ 2,160.00	\$ 10.00	\$ 2,400.00	
B11	MAG VALLEY GUTTER (6' WIDE)	560	SF	\$ 10.00	\$ 5,600.00	\$ 8.75	\$ 4,900.00	\$ 12.34	\$ 6,910.40	\$ 9.10	\$ 5,096.00	\$ 10.00	\$ 5,600.00	\$ 13.50	\$ 7,560.00	
B13	DRIVEWAY MATCH UP AND MATERIAL REPLACEMENT	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 2,315.00	\$ 2,315.00	\$ 2,075.50	\$ 2,075.50	\$ 500.00	\$ 500.00	\$ 19,000.00	\$ 19,000.00	\$ 4,900.00	\$ 4,900.00	
B14	MAG 141 HAZARD MARKERS	44	EA	\$ 100.00	\$ 4,400.00	\$ 58.92	\$ 2,592.48	\$ 94.63	\$ 4,163.72	\$ 210.00	\$ 9,240.00	\$ 102.00	\$ 4,488.00	\$ 135.00	\$ 5,940.00	
B15	SALVAGE/REINSTALL EXISTING SIGNS WITH POST	5	EA	\$ 100.00	\$ 500.00	\$ 319.50	\$ 1,597.50	\$ 116.15	\$ 580.75	\$ 180.00	\$ 900.00	\$ 180.00	\$ 900.00	\$ 240.00	\$ 1,200.00	
B16	REMOVAL OF EXISTING IMPROVEMENTS	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 8,134.42	\$ 8,134.42	\$ 7,910.80	\$ 7,910.80	\$ 30,000.00	\$ 30,000.00	\$ 20,500.00	\$ 20,500.00	\$ 6,500.00	\$ 6,500.00	
					SUBTOTAL	\$ 170,250.00		\$ 130,058.00		\$ 178,495.13		\$ 189,050.00		\$ 263,786.00		\$ 265,656.00
									BID FORM \$33,688.20							
									BID FORM TOTAL \$180,459.80							
BASE BID HURON STREET SIDEWALKS																
H1	STAKING, TESTING, TRAFFIC CONTROL & AS-BUILT PLANS	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,843.00	\$ 6,843.00	\$ 8,896.11	\$ 8,896.11	\$ 2,000.00	\$ 2,000.00	\$ 3,400.00	\$ 3,400.00	\$ 18,000.00	\$ 18,000.00	
H2	MAG DET 220, TYPE A CURB AND GUTTER	670	LF	\$ 18.00	\$ 12,060.00	\$ 17.28	\$ 11,577.60	\$ 19.33	\$ 12,951.10	\$ 18.00	\$ 12,060.00	\$ 25.00	\$ 16,750.00	\$ 20.00	\$ 13,400.00	
H3	MAG DET 230, 5' SIDEWALK	2875	SF	\$ 5.00	\$ 14,375.00	\$ 5.05	\$ 14,518.75	\$ 5.26	\$ 15,122.50	\$ 4.50	\$ 12,937.50	\$ 7.00	\$ 20,125.00	\$ 6.00	\$ 17,250.00	
H4	MAG DET 235-3, CURB RAMP	3	EA	\$ 1,500.00	\$ 4,500.00	\$ 2,059.00	\$ 6,177.00	\$ 2,398.97	\$ 7,196.91	\$ 2,200.00	\$ 6,600.00	\$ 1,525.00	\$ 4,575.00	\$ 1,500.00	\$ 4,500.00	
H5	MAG DET 206-1 SCUPPER WITH HANDRAIL	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 2,874.00	\$ 2,874.00	\$ 3,220.12	\$ 3,220.12	\$ 2,500.00	\$ 2,500.00	\$ 2,900.00	\$ 2,900.00	\$ 6,900.00	\$ 6,900.00	
H6	3" AC/6" ABC ASPHALT REPLACEMENT	435	SY	\$ 30.00	\$ 13,050.00	\$ 33.30	\$ 14,485.50	\$ 50.90	\$ 22,141.50	\$ 75.00	\$ 32,625.00	\$ 99.00	\$ 43,065.00	\$ 75.00	\$ 32,625.00	
H7	MAG 250 DRIVEWAY	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 1,753.00	\$ 1,753.00	\$ 1,784.98	\$ 1,784.98	\$ 1,235.00	\$ 1,235.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	
H8	RIPRAP WITH GEOSYNTHETIC LINER	10	SY	\$ 90.00	\$ 900.00	\$ 67.00	\$ 670.00	\$ 104.08	\$ 1,040.80	\$ 100.00	\$ 1,000.00	\$ 33.00	\$ 330.00	\$ 115.00	\$ 1,150.00	
H9	SEEDING AND SLOPE RESTORATION	0.2	AC	\$ 2,500.00	\$ 500.00	\$ 9,450.00	\$ 1,890.00	\$ 9,450.00	\$ 3,171.06	\$ 8,000.00	\$ 1,600.00	\$ 10,000.00	\$ 2,000.00	\$ 32,000.00	\$ 6,400.00	
H10	SALVAGE/REINSTALL EXISTING SIGNS WITH POST	6	EA	\$ 100.00	\$ 600.00	\$ 40.00	\$ 240.00	\$ 206.54	\$ 1,239.24	\$ 180.00	\$ 1,080.00	\$ 335.00	\$ 2,010.00	\$ 240.00	\$ 1,440.00	
					SUBTOTAL	\$ 56,985.00		\$ 61,028.85		\$ 76,764.32		\$ 73,637.50		\$ 97,155.00		\$ 105,665.00
									BID FORM = 0							
TOTAL BASE BID					\$ 227,235.00		\$ 191,086.85		\$ 255,259.45		\$ 262,687.50		\$ 360,941.00		\$ 371,321.00	
									BID FORM \$76,764.32							

DEWEY-HUMBOLDT ROAD IMPROVEMENTS

CDBG GRANT #117-16 / 118-16

PREPARED:
MAY 23, 2016

(HURON STREET SIDEWALK AND BLUE HILLS FARM #3 ROADWAY & DRAINAGE)

TABULATION OF BIDS RECEIVED

ITEM #	ITEM	ENGINEERS ESTIMATED QUANTITY	UNIT	BID UNIT PRICE	BID LUMP SUM TOTAL PRICE	EARTH RESOURCES	CARSON CONSTRUCTION	CAPITAL IMPROVEMENTS	ASPHALT PAVING & SUPPLY	STANDARD CONSTRUCTION	
ADD ALTERNATE #1 – CHIP SEAL BASE COAT – BLUE HILL FARM #3											
AA1.1	BASE COAT CHIP SEAL (CRS-2P WITH TABLE 716-1 CHIPS)	9,445	SY	\$ 3.50	\$ 33,057.50	\$ 1.74 \$ 16,434.30	\$ 3.26 \$ 30,790.70	\$ 6.00 \$ 56,670.00	\$ 3.70 \$ 34,946.50	\$ 4.00 \$ 37,780.00	
							BID FORM \$30,837.92				
ADD ALTERNATE #1.1 – CHIP SEAL TOP COAT – BLUE HILL FARM #3											
AA1.2	TOP COAT CHIP SEAL (CRS-2P WITH TABLE 716-2 CHIPS)	9,445	SY	\$ 3.00	\$ 28,335.00	\$ 1.45 \$ 13,695.25	\$ 3.24 \$ 30,601.80	\$ 5.00 \$ 47,225.00	\$ 2.70 \$ 25,501.50	\$ 3.30 \$ 31,168.50	
							BID FORM \$30,649.02				
ADD ALTERNATE #2 –HURON SIDEWALK EXTENSION											
AA2.1	STAKING, TESTING, TRAFFIC CONTROL & AS-BUILT PLANS	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 5,427.00 \$ 5,427.00	\$ 1,126.46 \$ 1,126.46	\$ 2,000.00 \$ 2,000.00	\$ 5,080.50 \$ 5,080.50	\$ 14,000.00 \$ 14,000.00	
AA2.2	MAG DET 220, TYPE A CURB AND GUTTER	315	LF	\$ 18.00	\$ 5,670.00	\$ 18.80 \$ 5,922.00	\$ 16.87 \$ 5,314.05	\$ 18.00 \$ 5,670.00	\$ 25.00 \$ 7,875.00	\$ 20.00 \$ 6,300.00	
AA2.3	MAG DET 250, 5' SIDEWALK	1,515	SF	\$ 5.00	\$ 7,575.00	\$ 5.50 \$ 8,332.50	\$ 4.11 \$ 6,226.65	\$ 4.50 \$ 6,817.50	\$ 7.00 \$ 10,605.00	\$ 4.50 \$ 6,817.50	
AA2.4	3" AC/6" ABC ASPHALT REPLACEMENT	190	SY	\$ 50.00	\$ 9,500.00	\$ 30.25 \$ 5,747.50	\$ 46.26 \$ 8,789.40	\$ 75.00 \$ 14,250.00	\$ 99.00 \$ 18,810.00	\$ 75.00 \$ 14,250.00	
AA2.5	MAG DET 235-5, CURB RAMP (IN-LINE)	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 2,012.40 \$ 2,012.40	\$ 1,870.74 \$ 1,870.74	\$ 2,000.00 \$ 2,000.00	\$ 1,300.00 \$ 1,300.00	\$ 1,400.00 \$ 1,400.00	
AA2.7	SEEDING AND SLOPE RESTORATION	0.1	AC	\$ 2,500.00	\$ 250.00	\$ 28,846.00 \$ 2,884.60	\$ 20,087.40 \$ 2,008.74	\$ 14,000.00 \$ 1,400.00	\$ 2,245.00 \$ 224.50	\$ 48,000.00 \$ 4,800.00	
					SUBTOTAL	\$ 26,995.00	\$ 30,326.00	\$ 25,336.04	\$ 32,137.50	\$ 43,895.00	\$ 47,567.50
							BID FORM -- 0		BID FORM \$50,367.50		
GRAND TOTAL BASE BID PLUS ALL ADDITIVE ALTERNATES					\$ 315,622.50	\$ 251,542.40	\$ 341,987.99	\$ 398,720.00	\$ 465,284.00	\$ 487,837.00	
							BID FORM \$344,047.11		BID FORM \$490,637.00		

BIDDER COMBINATIONS OF BASE BID PLUS ADD ALTERNATES

BIDDER	BASE BID	ADD ALT 1	ADD ALT 1.1	ADD ALT 2	TOTAL BASE BID + ALL ALT'S	CHECK SUM
EARTH RESOURCES	\$ 191,086.85	\$ 16,434.30	\$ 13,695.25	\$ 30,326.00	\$ 251,542.40	\$ 251,542.40
CARSON CONSTRUCTION	\$ 255,259.45	\$ 30,790.70	\$ 30,601.80	\$ 25,336.04	\$ 341,987.99	\$ 341,987.99
CAPITAL IMPROVEMENTS	\$ 262,687.50	\$ 56,670.00	\$ 47,225.00	\$ 32,137.50	\$ 398,720.00	\$ 398,720.00
ASPHALT PAVING AND SUPPLY	\$ 360,941.00	\$ 34,946.50	\$ 25,501.50	\$ 43,895.00	\$ 465,284.00	\$ 465,284.00
STANDARD CONSTRUCTION COMPANY, INC	\$ 371,321.00	\$ 37,780.00	\$ 31,168.50	\$ 47,567.50	\$ 487,837.00	\$ 487,837.00

DECISION MATRIX OF COSTS

EARTH RESOURCES
CARSON CONSTRUCTION
CAPITAL IMPROVEMENTS
ASPHALT PAVING AND SUPPLY
STANDARD CONSTRUCTION COMPANY, INC

BASE BID

\$ 191,086.85
\$ 255,259.45
\$ 262,687.50
\$ 360,941.00
\$ 371,321.00

BB + ADD 1

\$ 207,521.15
\$ 286,050.15
\$ 319,357.50
\$ 395,887.50
\$ 409,101.00

BB + ADD 1 + ADD 1.1

\$ 221,216.40
\$ 316,651.95
\$ 366,582.50
\$ 421,389.00
\$ 440,269.50

BB + ADD1 + ADD 1.1 & ADD2

\$ 251,542.40
\$ 341,987.99
\$ 398,720.00
\$ 465,284.00
\$ 487,837.00

BB + ADD 1.1

\$ 204,782.10
\$ 285,861.25
\$ 309,912.50
\$ 386,442.50
\$ 402,489.50

BB + ADD 1.1 + ADD 2

\$ 235,108.10
\$ 311,197.29
\$ 342,050.00
\$ 430,337.50
\$ 450,057.00

BB + ADD 2

\$ 221,412.85
\$ 280,595.49
\$ 294,825.00
\$ 404,836.00
\$ 418,888.50

BB + ADD 1 + ADD 2

\$ 237,847.15
\$ 311,386.19
\$ 351,495.00
\$ 439,782.50
\$ 456,668.50

CONTRACTOR CONTRACT

This contract is between **Earth Resources Corporation, 14655 East Cielo Vista, Dewey, AZ 86327**, (referred to in this contract as the CONTRACTOR), warranting itself to be licensed and qualified to perform the work specified herein, and the **Town of Dewey-Humboldt, PO Box 69, Humboldt AZ 86329**, (referred to in this contract as GRANTEE).

WHEREAS, GRANTEE is in receipt of a Community Development Block Grant from the Arizona Department of Housing to construct 4,136 linear feet of road and drainage improvements in the Blue Hills area of Dewey Humboldt.

NOW, THEREFORE;
IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

PART I. Specific Terms

1. EFFECTIVE DATE. This Contract shall have no force or effect unless and until executed by both the CONTRACTOR and GRANTEE and, in addition, GRANTEE issues a Notice to Proceed. GRANTEE shall have no obligation to issue a Notice to Proceed and may choose to do so only after all grant funding requirements have been satisfied.

The date on which the Notice to Proceed is executed shall be referred to as the Effective Date. The CONTRACTOR shall not be compensated under this Contract for work commenced or materials delivered to the Property before the Effective Date. When a properly executed copy of the Notice to Proceed is executed, the CONTRACTOR is bound by this Contract.

2. THE CONTRACT. This Contract consists only of this Part I (Specific Terms), Part II (General Conditions), and the following exhibits:

- | | | |
|---------------------------|-------------------|-------------------------|
| A. Scope of Work | ___not applicable | <u> X </u> applicable |
| B. Notice to Proceed | ___not applicable | <u> X </u> applicable |
| C. Engineered Drawings | ___not applicable | <u> X </u> applicable |
| D. Contractor Bid Package | ___not applicable | <u> X </u> applicable |
| E. Schedule of Work | ___not applicable | <u> X </u> applicable |

3. SCOPE OF WORK. CONTRACTOR shall complete all work as specified or indicated in the contract documents. See attached Proposal Form and complete Contractor Bid Package.

4. CONTRACT PRICE. The CONTRACTOR agrees to accomplish the work as described in the Contract Documents for a total price of One Hundred Sixty Thousand One Hundred Eighty Seven dollars and fifty five cents (\$160,187.55), excluding Change Orders.

5. PAYMENTS. Applications for Payment are to be submitted to:

Shephard Wesnitzer Inc.
Attention: Richard Aldridge
221 N. Marina St., Suite 102
Prescott, AZ 86301

Additionally, a copy of the Application for Payment is to be emailed to: Isabel Rollins, NACOG, email: isabel.rollins@nacog.org.

Upon submission of an Application for Payment, and upon approval by the ENGINEER of the completed work, GRANTEE shall pay the CONTRACTOR ninety percent (90%) of the approved estimate of the work performed, and retain ten percent (10%) until final completion and acceptance of all material, equipment and work covered by the contract, less such amounts as the GRANTEE shall determine for all incomplete work and unsettled claims. After fifty percent (50%) completion, the GRANTEE may decrease the retainage to five percent (5%) providing CONTRACTOR is making satisfactory progress, coupled with such deductions as ENGINEER determines are appropriate to cover claims requiring a greater sum to be retained. All payments to the CONTRACTOR shall be made within thirty (30) days of the submission of a Application for Payment, provided said Application for Payment is approved by the GRANTEE. GRANTEE shall not withhold payment except for non-compliance with the terms of this Contract, and the GRANTEE shall not request the CONTRACTOR to perform work outside the scope of this Contract as a condition of receiving payment.

6. TIME FOR COMMENCEMENT AND COMPLETION. The CONTRACTOR agrees to commence, or cause to be commenced, the actual work described in the Scope of Work within _15 consecutive calendar days after the Effective Date. The CONTRACTOR agrees to complete, free of liens or rights of liens of contractors, mechanics, material men or laborers, all work listed above within 70 consecutive calendar days after the Effective Date of this Contract, subject to extensions approved by GRANTEE in writing for the period of any excusable delays (including strikes, acts of God or other reasons beyond the control of the GRANTEE or CONTRACTOR). The CONTRACTOR agrees that time is of the essence in this Contract.

7. INSURANCE. Certificate(s) of Insurance naming the GRANTEE and NACOG as co-insured verifying the minimum coverages as listed below shall be delivered as specified in the Notice of Award prior to issuance of the Notice to Proceed:

- a. Worker's Compensation.....statutory
- b. Protective Bodily Injury.....\$2,000,000 each occurrence and annual aggregate
- c. Personal Property.....\$2,000,000 each occurrence and annual aggregate
- d. Automobile Bodily Injury.....\$2,000,000 each occurrence and annual aggregate and Property Damage

8. WARRANTY. The CONTRACTOR warrants that all improvements, hardware and fixtures of whatever kind or nature to be installed or constructed on the Property by the CONTRACTOR or the CONTRACTOR'S subcontractors will be of good quality, suitable for their purpose and free from defects in workmanship or materials, or other deficiencies. This is a full warranty extending to the GRANTEE and subsequent GRANTEE(s) of the Property; provided, however, that the warranty set forth in this paragraph shall apply only to deficiencies and defects about which the GRANTEE or subsequent GRANTEE(s) shall have notified the CONTRACTOR at the address stated above within two years as required by the Arizona State Registrar of Contractors. Manufacturer warranties will apply to any materials or equipment installed.

9. LIQUIDATED DAMAGES. If the CONTRACTOR fails to complete the work within the time specified in Paragraph 6 of this Contract, or within the time to which such completion may have been extended by the GRANTEE in writing, the CONTRACTOR must pay to the GRANTEE liquidated damages per MAG specifications for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore; which said sum, in view of the difficulty of accurately ascertaining the loss which the GRANTEE will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that the GRANTEE will suffer by reason of such delay, and not as a penalty. The GRANTEE will deduct and retain out of the monies which may become due hereunder the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the GRANTEE, the CONTRACTOR shall be liable to pay the difference upon demand by the GRANTEE.

10. TERMINATION.

The CONTRACTOR agrees that the GRANTEE shall have the right to declare the CONTRACTOR in default if the CONTRACTOR fails to furnish materials or perform work in accordance with the provisions of this Contract. In such event the GRANTEE shall be responsible for providing written notice to the CONTRACTOR by registered mail of such default. If the CONTRACTOR fails to remedy such default within 15 days of such notice, the GRANTEE shall have the right to select one or more substitute contractors. If the expense of finishing the work exceeds the balance not yet paid to the CONTRACTOR on this Contract, the CONTRACTOR shall pay the difference to the GRANTEE.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the GRANTEE for damages sustained by the GRANTEE by virtue of any breach of the Contract by the CONTRACTOR, and the GRANTEE may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the GRANTEE from the CONTRACTOR is determined.

The GRANTEE may terminate this Contract at any time by giving at least **fifteen (15)** days' notice in writing to the CONTRACTOR. If the Contract is terminated by the GRANTEE as provided herein, the CONTRACTOR will be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONTRACTOR, Paragraph a. hereof relative to termination shall apply.

This Contract may be terminated per A.R.S. §38-511, Conflict of Interest.

11. PARTIES TO CONTRACT. The CONTRACTOR and GRANTEE agree that they are the sole parties to this Contract and are solely responsible for its performance. The parties agree that the United States Department of Housing and Urban Development assumes no liability or responsibility whatsoever for the performance of any term of this Contract.

12. PROJECT GRANT ADMINISTRATOR. The GRANTEE has designated NACOG as grant administrator. The grant administrator shall be empowered to perform all administrative functions as required for management of the grant and verification of compliance with CDBG requirements.

13. LABOR STANDARD AND MISCELLANEOUS REQUIREMENTS. This agreement is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, Contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939. The following information, required by or included in the Bid Package for this project, is a part of this contract:

- a. Wage Rate # AZ160008 Mod #0
- b. HUD 4010.

- c. Completed LS2, LS3's, LS4's, and LS5's in Labor Standard File.
- d. Signed Certifications.
- e. Contractor's License # ROC259019 Expiration Date 9/30/17
- f. Certificate of Insurance.
- g. Bid, Payment and Performance Bonds.

IN WITNESS WHEREOF, the GRANTEE has caused this instrument to be executed by the GRANTEE Manager and attested to by the GRANTEE Clerk and to be executed on the day and year indicated below. The CONTRACTOR has caused this instrument to be executed by a duly authorized representative on the day and year indicated below.

CONTRACTOR: Earth Resources Corporation

Signature of Contractor Representative

Date

Name / Title of Contractor Representative

TOWN OF DEWEY-HUMBOLDT:

Terry Nolan, Mayor

Date

Attest:

Judy Morgan, CMC, Town Clerk

Approved as to Form:

Town of Dewey-Humboldt Attorney

PART II. General Conditions

- 1. ASSIGNMENT.** The CONTRACTOR agrees not to assign the Contract without written consent of the GRANTEE.
- 2. CHANGE ORDERS.** The CONTRACTOR shall not make any changes in the Scope of Work or the Specifications without written authorization of the GRANTEE.
- 3. PERMITS AND CODES.** The CONTRACTOR agrees to secure all necessary permits required for the performance of this Contract in compliance with applicable local requirements, including local building and housing codes, where applicable, whether or not specified in the Scope of Work or Specifications. Prior to construction, required permit(s) and the Scope of Work shall be posted and available at the job site.
- 4. AMERICANS WITH DISABILITIES ACT (ADA).** CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act (ADA).
- 5. LEAD-BASED PAINT.** The CONTRACTOR agrees to use no lead-based paint in the CONTRACTOR's performance of this Contract, including the performance of any subcontractor. "Lead-based paint" means any paint containing more than six one hundredths of one percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.
- 6. CONDITION OF PREMISES.** The CONTRACTOR agrees to keep the premises broom clean and orderly and to remove all debris as needed during the course of the work, in order to maintain work conditions which do not cause health or safety hazards.
- 7. ACCIDENT PREVENTION.** Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association of General Contractors of America, and the requirements of the Occupational Safety and Health Administration.
- 8. DRUG FREE WORKPLACE.** The CONTRACTOR shall maintain a Drug Free Workplace for all employees.
- 9. INSPECTION.** The GRANTEE and their designees shall have the right to inspect all the work performed under this Contract. By such inspection, the GRANTEE assumes no responsibility for defective material or work under this Contract or for any breach of this Contract by the CONTRACTOR.
- 10. GOOD FAITH EFFORT.** The CONTRACTOR agrees to provide for the fair utilization of minority/women owned business enterprises in the performance of work on this project and, where a contract is awarded, engage in a "good faith effort" to ensure that minority/women/disadvantaged-owned business enterprises have the maximum opportunity to participate in the performance of work under this Contract.
- 11. HOLD HARMLESS.** The CONTRACTOR agrees to defend, indemnify, and hold the GRANTEE harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the CONTRACTOR'S performance of this Contract. The CONTRACTOR further agrees to protect, defend, and

indemnify GRANTEE from any claim by laborers, subcontractors or material men for unpaid work or labor performed or materials supplied in connection with this Contract.

CONTRACTOR shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the GRANTEE and its agency members, NACOG, the ENGINEER and the Arizona Department of Housing from and for any violation caused by him and shall assume full responsibility for payment of Federal, State and local taxes on contributions imposed or required under the Social Security, workmen's compensation and income tax laws.

12. SANCTION, PENALTIES AND DEBARMENT. A breach of the contract provisions concerning violations of federal labor standards may be grounds for termination of the contract and result in sanctions, penalties including liquidated damages, and/or debarment of the CONTRACTOR.

13. NON-RESPONSIBILITY OF THE GRANTEE. Indebtedness incurred for any cause in connection with this work must be paid by the CONTRACTOR, and the GRANTEE is hereby relieved at all times from any indebtedness or claims other than payments under contract.

14. ACCESS TO INFORMATION. It is agreed that all information, data reports, records and plans as existing, available and necessary for carrying out of the work outlined above have been furnished to the CONTRACTOR by the GRANTEE and its agencies. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the GRANTEE and its agencies will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described in the Contract.

15. CONTRACTOR'S RECORDS. CONTRACTOR agrees to keep and maintain all records arising from or relating to this construction Contract, including, but not limited to, receipts from material suppliers and subcontracts, for a period of five years after the date of close out of the grant or resolution of all audit findings of that grant, whichever occurs last. CONTRACTOR further agrees to allow the Arizona Department of Housing, HUD, and/or the Office of the Inspector General or their designated representatives to have access to all such records for review, monitoring, and audit, during normal working hours.

16. PROPERTY RIGHTS IN MATERIAL. Nothing in the Contract shall be construed as vesting in the CONTRACTOR any right of property in the materials used after they have been attached or affixed to the work or the soil and accepted. All such materials shall become the property of the GRANTEE upon being so attached or affixed and accepted.

17. IMMIGRATION COMPLIANCE WARRANTY. As required by A.R.S. § 41-4401, CONTRACTOR hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). CONTRACTOR further warrants that after hiring an employee, CONTRACTOR verifies the employment eligibility of the employee through the E-Verify program. If CONTRACTOR uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. If state law is amended, the parties may modify this paragraph consistent with state law.

18. SUDAN/IRAN CLAUSE. The CONTRACTOR warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledge that any subcontractor who is contracted by CONTRACTOR to perform work pursuant to this Contract shall warrant that they do not have scrutinized business operations in Sudan or Iran.

19. "SECTION 3" COMPLIANCE WITH THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES.

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b)

requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

20. MISCELLANEOUS PROVISIONS.

- a. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- b. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Contract shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

CONTRACTOR CONTRACT

This contract is between **Earth Resources Corporation, 14655 East Cielo Vista, Dewey, AZ 86327**, (referred to in this contract as the CONTRACTOR), warranting itself to be licensed and qualified to perform the work specified herein, and the **Town of Dewey-Humboldt, PO Box 69, Humboldt AZ 86329**, (referred to in this contract as GRANTEE).

WHEREAS, GRANTEE is in receipt of a Community Development Block Grant from the Arizona Department of Housing for the installation of 878 linear feet of new 5' concrete sidewalk and 985 feet of curb and gutter on Huron Street near Humboldt Elementary.

NOW, THEREFORE;
IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

PART I. Specific Terms

1. EFFECTIVE DATE. This Contract shall have no force or effect unless and until executed by both the CONTRACTOR and GRANTEE and, in addition, GRANTEE issues a Notice to Proceed. GRANTEE shall have no obligation to issue a Notice to Proceed and may choose to do so only after all grant funding requirements have been satisfied.

The date on which the Notice to Proceed is executed shall be referred to as the Effective Date. The CONTRACTOR shall not be compensated under this Contract for work commenced or materials delivered to the Property before the Effective Date. When a properly executed copy of the Notice to Proceed is executed, the CONTRACTOR is bound by this Contract.

2. THE CONTRACT. This Contract consists only of this Part I (Specific Terms), Part II (General Conditions), and the following exhibits:

- | | | |
|---------------------------|-------------------|-------------------------|
| A. Scope of Work | ___not applicable | <u> X </u> applicable |
| B. Notice to Proceed | ___not applicable | <u> X </u> applicable |
| C. Engineered Drawings | ___not applicable | <u> X </u> applicable |
| D. Contractor Bid Package | ___not applicable | <u> X </u> applicable |
| E. Schedule of Work | ___not applicable | <u> X </u> applicable |

3. SCOPE OF WORK. CONTRACTOR shall complete all work as specified or indicated in the contract documents. See attached Proposal Form and complete Contractor Bid Package.

4. CONTRACT PRICE. The CONTRACTOR agrees to accomplish the work as described in the Contract Documents for a total price of Ninety One Thousand Three Hundred Fifty Four dollars and eighty five cents (\$91,354.85), excluding Change Orders.

5. PAYMENTS. Applications for Payment are to be submitted to:

Shephard Wesnitzer Inc.
Attention: Richard Aldridge
221 N. Marina St., Suite 102
Prescott, AZ 86301

Additionally, a copy of the Application for Payment is to be emailed to: Isabel Rollins, NACOG, email: isabel.rollins@nacog.org.

Upon submission of an Application for Payment, and upon approval by the ENGINEER of the completed work, GRANTEE shall pay the CONTRACTOR ninety percent (90%) of the approved estimate of the work performed, and retain ten percent (10%) until final completion and acceptance of all material, equipment and work covered by the contract, less such amounts as the GRANTEE shall determine for all incomplete work and unsettled claims. After fifty percent (50%) completion, the GRANTEE may decrease the retainage to five percent (5%) providing CONTRACTOR is making satisfactory progress, coupled with such deductions as ENGINEER determines are appropriate to cover claims requiring a greater sum to be retained. All payments to the CONTRACTOR shall be made within thirty (30) days of the submission of a Application for Payment, provided said Application for Payment is approved by the GRANTEE. GRANTEE shall not withhold payment except for non-compliance with the terms of this Contract, and the GRANTEE shall not request the CONTRACTOR to perform work outside the scope of this Contract as a condition of receiving payment.

6. TIME FOR COMMENCEMENT AND COMPLETION. The CONTRACTOR agrees to commence, or cause to be commenced, the actual work described in the Scope of Work within _15 consecutive calendar days after the Effective Date. The CONTRACTOR agrees to complete, free of liens or rights of liens of contractors, mechanics, material men or laborers, all work listed above within 40 consecutive calendar days after the Effective Date of this Contract, subject to extensions approved by GRANTEE in writing for the period of any excusable delays (including strikes, acts of God or other reasons beyond the control of the GRANTEE or CONTRACTOR). The CONTRACTOR agrees that time is of the essence in this Contract.

7. INSURANCE. Certificate(s) of Insurance naming the GRANTEE and NACOG as co-insured verifying the minimum coverages as listed below shall be delivered as specified in the Notice of Award prior to issuance of the Notice to Proceed:

- a. Worker's Compensationstatutory
- b. Protective Bodily Injury\$2,000,000 each occurrence and annual aggregate
- c. Personal Property.....\$2,000,000 each occurrence and annual aggregate
- d. Automobile Bodily Injury\$2,000,000 each occurrence and annual aggregate and Property Damage

8. WARRANTY. The CONTRACTOR warrants that all improvements, hardware and fixtures of whatever kind or nature to be installed or constructed on the Property by the CONTRACTOR or the CONTRACTOR'S subcontractors will be of good quality, suitable for their purpose and free from defects in workmanship or materials, or other deficiencies. This is a full warranty extending to the GRANTEE and subsequent GRANTEE(s) of the Property; provided, however, that the warranty set forth in this paragraph shall apply only to deficiencies and defects about which the GRANTEE or subsequent GRANTEE(s) shall have notified the CONTRACTOR at the address stated above within two years as required by the Arizona State Registrar of Contractors. Manufacturer warranties will apply to any materials or equipment installed.

9. LIQUIDATED DAMAGES. If the CONTRACTOR fails to complete the work within the time specified in Paragraph 6 of this Contract, or within the time to which such completion may have been extended by the GRANTEE in writing, the CONTRACTOR must pay to the GRANTEE liquidated damages per MAG specifications for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore; which said sum, in view of the difficulty of accurately ascertaining the loss which the GRANTEE will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that the GRANTEE will suffer by reason of such delay, and not as a penalty. The GRANTEE will deduct and retain out of the monies which may become due hereunder the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the GRANTEE, the CONTRACTOR shall be liable to pay the difference upon demand by the GRANTEE.

10. TERMINATION.

The CONTRACTOR agrees that the GRANTEE shall have the right to declare the CONTRACTOR in default if the CONTRACTOR fails to furnish materials or perform work in accordance with the provisions of this Contract. In such event the GRANTEE shall be responsible for providing written notice to the CONTRACTOR by registered mail of such default. If the CONTRACTOR fails to remedy such default within 15 days of such notice, the GRANTEE shall have the right to select one or more substitute contractors. If the expense of finishing the work exceeds the balance not yet paid to the CONTRACTOR on this Contract, the CONTRACTOR shall pay the difference to the GRANTEE.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the GRANTEE for damages sustained by the GRANTEE by virtue of any breach of the Contract by the CONTRACTOR, and the GRANTEE may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the GRANTEE from the CONTRACTOR is determined.

The GRANTEE may terminate this Contract at any time by giving at least **fifteen (15)** days' notice in writing to the CONTRACTOR. If the Contract is terminated by the GRANTEE as provided herein, the CONTRACTOR will be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONTRACTOR, Paragraph a. hereof relative to termination shall apply.

This Contract may be terminated per A.R.S. §38-511, Conflict of Interest.

11. PARTIES TO CONTRACT. The CONTRACTOR and GRANTEE agree that they are the sole parties to this Contract and are solely responsible for its performance. The parties agree that the United States Department of Housing and Urban Development assumes no liability or responsibility whatsoever for the performance of any term of this Contract.

12. PROJECT GRANT ADMINISTRATOR. The GRANTEE has designated NACOG as grant administrator. The grant administrator shall be empowered to perform all administrative functions as required for management of the grant and verification of compliance with CDBG requirements.

13. LABOR STANDARD AND MISCELLANEOUS REQUIREMENTS. This agreement is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, Contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939. The following information, required by or included in the Bid Package for this project, is a part of this contract:

- a. Wage Rate # AZ160008 Mod #0
- b. HUD 4010.

- c. Completed LS2, LS3's, LS4's, and LS5's in Labor Standard File.
- d. Signed Certifications.
- e. Contractor's License # ROC259019 Expiration Date 9/30/17
- f. Certificate of Insurance.
- g. Bid, Payment and Performance Bonds.

IN WITNESS WHEREOF, the GRANTEE has caused this instrument to be executed by the GRANTEE Manager and attested to by the GRANTEE Clerk and to be executed on the day and year indicated below. The CONTRACTOR has caused this instrument to be executed by a duly authorized representative on the day and year indicated below.

CONTRACTOR: Earth Resources Corporation

Signature of Contractor Representative

Date

Name / Title of Contractor Representative

TOWN OF DEWEY-HUMBOLDT:

Terry Nolan, Mayor

Date

Attest:

Judy Morgan, CMC, Town Clerk

Approved as to Form:

Town of Dewey-Humboldt Attorney

PART II. General Conditions

- 1. ASSIGNMENT.** The CONTRACTOR agrees not to assign the Contract without written consent of the GRANTEE.
- 2. CHANGE ORDERS.** The CONTRACTOR shall not make any changes in the Scope of Work or the Specifications without written authorization of the GRANTEE.
- 3. PERMITS AND CODES.** The CONTRACTOR agrees to secure all necessary permits required for the performance of this Contract in compliance with applicable local requirements, including local building and housing codes, where applicable, whether or not specified in the Scope of Work or Specifications. Prior to construction, required permit(s) and the Scope of Work shall be posted and available at the job site.
- 4. AMERICANS WITH DISABILITIES ACT (ADA).** CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act (ADA).
- 5. LEAD-BASED PAINT.** The CONTRACTOR agrees to use no lead-based paint in the CONTRACTOR's performance of this Contract, including the performance of any subcontractor. "Lead-based paint" means any paint containing more than six one hundredths of one percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.
- 6. CONDITION OF PREMISES.** The CONTRACTOR agrees to keep the premises broom clean and orderly and to remove all debris as needed during the course of the work, in order to maintain work conditions which do not cause health or safety hazards.
- 7. ACCIDENT PREVENTION.** Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association of General Contractors of America, and the requirements of the Occupational Safety and Health Administration.
- 8. DRUG FREE WORKPLACE.** The CONTRACTOR shall maintain a Drug Free Workplace for all employees.
- 9. INSPECTION.** The GRANTEE and their designees shall have the right to inspect all the work performed under this Contract. By such inspection, the GRANTEE assumes no responsibility for defective material or work under this Contract or for any breach of this Contract by the CONTRACTOR.
- 10. GOOD FAITH EFFORT.** The CONTRACTOR agrees to provide for the fair utilization of minority/women owned business enterprises in the performance of work on this project and, where a contract is awarded, engage in a "good faith effort" to ensure that minority/women/disadvantaged-owned business enterprises have the maximum opportunity to participate in the performance of work under this Contract.
- 11. HOLD HARMLESS.** The CONTRACTOR agrees to defend, indemnify, and hold the GRANTEE harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the CONTRACTOR'S performance of this Contract. The CONTRACTOR further agrees to protect, defend, and

indemnify GRANTEE from any claim by laborers, subcontractors or material men for unpaid work or labor performed or materials supplied in connection with this Contract.

CONTRACTOR shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the GRANTEE and its agency members, NACOG, the ENGINEER and the Arizona Department of Housing from and for any violation caused by him and shall assume full responsibility for payment of Federal, State and local taxes on contributions imposed or required under the Social Security, workmen's compensation and income tax laws.

12. SANCTION, PENALTIES AND DEBARMENT. A breach of the contract provisions concerning violations of federal labor standards may be grounds for termination of the contract and result in sanctions, penalties including liquidated damages, and/or debarment of the CONTRACTOR.

13. NON-RESPONSIBILITY OF THE GRANTEE. Indebtedness incurred for any cause in connection with this work must be paid by the CONTRACTOR, and the GRANTEE is hereby relieved at all times from any indebtedness or claims other than payments under contract.

14. ACCESS TO INFORMATION. It is agreed that all information, data reports, records and plans as existing, available and necessary for carrying out of the work outlined above have been furnished to the CONTRACTOR by the GRANTEE and its agencies. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the GRANTEE and its agencies will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described in the Contract.

15. CONTRACTOR'S RECORDS. CONTRACTOR agrees to keep and maintain all records arising from or relating to this construction Contract, including, but not limited to, receipts from material suppliers and subcontracts, for a period of five years after the date of close out of the grant or resolution of all audit findings of that grant, whichever occurs last. CONTRACTOR further agrees to allow the Arizona Department of Housing, HUD, and/or the Office of the Inspector General or their designated representatives to have access to all such records for review, monitoring, and audit, during normal working hours.

16. PROPERTY RIGHTS IN MATERIAL. Nothing in the Contract shall be construed as vesting in the CONTRACTOR any right of property in the materials used after they have been attached or affixed to the work or the soil and accepted. All such materials shall become the property of the GRANTEE upon being so attached or affixed and accepted.

17. IMMIGRATION COMPLIANCE WARRANTY. As required by A.R.S. § 41-4401, CONTRACTOR hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). CONTRACTOR further warrants that after hiring an employee, CONTRACTOR verifies the employment eligibility of the employee through the E-Verify program. If CONTRACTOR uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. If state law is amended, the parties may modify this paragraph consistent with state law.

18. SUDAN/IRAN CLAUSE. The CONTRACTOR warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledge that any subcontractor who is contracted by CONTRACTOR to perform work pursuant to this Contract shall warrant that they do not have scrutinized business operations in Sudan or Iran.

19. "SECTION 3" COMPLIANCE WITH THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES.

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b)

requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

20. MISCELLANEOUS PROVISIONS.

- a. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- b. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Contract shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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TOWN COUNCIL REGULAR MEETING

June 7, 2016, 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 9.2. Ordinance 16-130 Authorization of Fingerprinting in order for staff to apply for such access with DPS and FBI

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: May 25, 2016

Recommendation: Adopt the Ordinance

Summary:

At the April 5th meeting, Town Council adopted Ordinance 16-127 to amend the process of applying for boards, commissions and committees. As a result, applications are required to run criminal background check, including fingerprinting.

The town does not have the authority to run fingerprinting checks currently. In order to obtain the authority, the Town needs to apply for the access. In order to apply for the access, the Council needs to adopt an ordinance. Therefore, the ordinance was drafted.

Once the ordinance is adopted, it would take a few weeks for the DPS and FBI to authorize the access. Staff also needs to attend some training to be able to fully manage the fingerprinting criminal background check.

The DPS has reviewed the draft ordinance and suggested including prospective employees along with the prospective board/commission/committee applicants for practical reasons, because we are only given authority to fingerprint those who are in the ordinance. In the future, if the town wishes to run fingerprinting checks on employees, the town does not have to reapply. The town attorney also suggested the same thing when she drafted the ordinance.

Separately, I have been speaking with YCSO to have them handle fingerprinting checks for us as they already have the authority. Lt. Raiss has been very helpful in this regard and has agreed to try to run one or two on our behalf, if needed, at this time. However, since the Town and YCSO are separate agencies, the Town should obtain its own authority.

ORDINANCE NO. 16-130

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA, AUTHORIZING THE TOWN OF DEWEY-HUMBOLDT TO SUBMIT FINGERPRINTS TO THE ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR A CRIMINAL RECORDS CHECK OF PROSPECTIVE EMPLOYEES, BOARD, COMMISSION, COMMITTEE MEMBERS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCE; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Town of Dewey-Humboldt is not currently authorized to run criminal records checks for the Town on applicants for employment and/or to serve on Town boards, commissions and committees; and

WHEREAS, the Town Council has determined that it is necessary and appropriate for the Town to obtain criminal records checks on applicants for employment and/or serving on boards, commissions and committees with the Town in order to protect the public safety and welfare; and

WHEREAS, the Arizona Department of Public Safety and the Federal Bureau of Investigation are willing to provide criminal records checks upon authorization through legislative action by the Town of Dewey-Humboldt Town Council,

NOW THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the Town of Dewey-Humboldt , Arizona, as follows:

Section I. In General.

All current and prospective employees, volunteers to serve on all boards, commissions, and committees of the Town of Miami shall submit a full set of fingerprints to the Town of Dewey-Humboldt. The fingerprints shall be sent to the Arizona Department of Public Safety for a state and federal criminal records check pursuant to A.R.S. § 41-1750 and PL 92-544. The Department of Public Safety may exchange this fingerprint data with the Federal Bureau of Investigation.

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section III. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or

unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Common Council of the Town of Dewey-Humboldt, Arizona, this ____ day of _____, 2016, by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this ____ day of _____, 2016.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

APPROVED AS TO FORM:

Phyllis L. N. Smiley, Town Attorney

I, Judy Morgan, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. _____ ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF MIAMI, ARIZONA, ON THE ____ DAY OF _____, 2016, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 2016.

Judy Morgan, Town Clerk



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 Regular Meeting

Date of Request: 5.18.16

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):

Reinstatement of an official Board of Adjustment for the Town of Dewey-Humboldt

Purpose and Background Information (Detail of requested action). To remove this responsibility from
electd officials and place it back where it should have remained with a separate Board.

To give direction to staff to advertise for community citizens to populate this
Board within a short timeline and move this forward with immediacy.

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: _____

Type of Presentation: verbal

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

Contact Person: CM. Arlene 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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rec'd 5/16/16
JM

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

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: June 7th, 2016

Date of Request: May 16, 2016

Type of Action: Routine/Consent Regular

Requesting: Action Report Only

Agenda Item Text (a brief description for placement on the agenda; please be exact):

Permission for Mayor to speak before a Realtor group

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

We've had a request for the Mayor to speak before a Realtor's group

About Dewey Humboldt their plan is to tour the area and would like info about our town

Staff Recommendation(s): _____

Budgeted Amount: \$0.00

List All Attachments: _____

Type of Presentation: oral

Special Equipment needed: Laptop Remote Microphone

Overhead Projector Other: _____

Contact Person: Mayor Nolan

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

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REC'D 5/16/16
JMA



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: 6-7-16

Date of Request: 5-16-16

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):

Item #4 presentations

Purpose and Background Information (Detail of requested action):

To Allow County Assessor Ms. Pearsall
To address council about Property Taxes

Staff Recommendation(s):

Budgeted Amount: \$0.00

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):

The Yavapai County Assessor, Pamela Pearsall, is striving to educate qualified tax payers about the Property Tax Assistance Programs in Arizona offered through the Assessor's Office. Currently in Arizona there are two (2) programs designed to assist qualified Property Taxpayers; the Senior Valuation Freeze, and Exemptions for: disabilities and widow/widowers.

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.

Assessor Pearsall has a soft voice, so a microphone would be wonderful.

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

Name: Assessor Pam Pearsall Phone: 442-5239 (Asha Dugan, Admin Asst)

Council Meeting Date Requested: _____; alternate date: _____

Requested by:

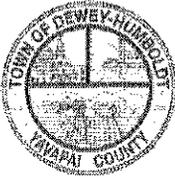
Name: Pamela Pearsall Phone: 442-5239 (Asha Dugan, Admin Asst)

Address: 1015 Fair Street, Prescott 86305 Email: Asha.Dugan@yavapai.us (Admin Asst)

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

Rec'd 5/27/16
@ 12:00 pm



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

COUNCIL AGENDA ACTION REQUEST FORM

- Add possible
Exec. Session

Meeting Type: Regular Special Work Session

Meeting Date: 6/07/16

Date of Request: 5/27/16

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):

Museum discussion

Purpose and Background Information (Detail of requested action):

we need to make a offer on
The Museum Building

Staff Recommendation(s):

Budgeted Amount: _____

List All Attachments: _____

Type of Presentation: _____

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

Contact Person: Mayor, Nolan

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



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

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: next available

Date of Request: 1.29.16

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):

Discussion of possible acquisition of "Old Bank Building" on Main Street

Purpose and Background Information (Detail of requested action). I am bringing back this
item for greater discussion than allocated previously in regular meetings.

Council should retain the ability to enter into Executive Session for discussion of this
agenda item should they determine by vote it to be necessary.

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: to be provided

Type of Presentation: verbal

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

Contact Person: CM. Arlene 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.