

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

**Tuesday, April 3, 2012, 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 John Dibble, David Hiles, Dennis Repan, Denise Rogers, Nancy Wright; Vice Mayor Mark McBrady; 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.

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

**6. Consent Agenda.**

**6.1. Minutes.** Minutes from the March 13, 2012 Work Session Meeting, and March 20, 2012 Regular Council Meeting.

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

- Page
- 11 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.
- 15 8.1. **Adoption of council and public body policy on Telephonic Attendance.** Discussion and possible action.
- 19 8.2. **Adoption of council and public body policy on Legal Counsel Parameters.** Discussion and possible action.
- 23 8.3. **John Chisholm’s permit fee balance discussion.** Revisiting this issue with a full council present.
- 31 9. **Discussion Agenda – New Business.** Discussion and Possible Action on matters not previously presented to the Council.
- 63 9.1. **Budget Calendar Acknowledgement.**
- 65 9.2. **Authorizations for Services with Willdan Engineering on Community Development Block Grant projects.**
- 69 9.3. **Discussion and possible action to direct Town Manager to revise the deposit required for a building permit.** [Requested by CM Wright]
- 9.4. **Purchase of Security Cameras for Town hall per previous Council approval. The Town Manager and Accountant may not be aware of the vote.** [Requested by CM Wright]
- 9.5. **Discussion and possible action to direct Town Manager to handle all collections issues for the Town.** [Requested by CM Wright]
- 10. Public Hearing Agenda.** None.

---

**THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.**

---

**11. Comments from the Public.** The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. At the conclusion of Comments from the Public, Council members may respond to criticism made by those who have addressed the public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Council members are forbidden by law from discussing or taking legal action on matters raised during the Comments from the Public unless the matters are properly noticed for discussion and legal action. The total time for Comments from the Public is **20** minutes. No time limit is imposed on individuals within this total. The audience is asked to please be courteous and silent while others are speaking.

**12. Adjourn.**

**For Your Information:**

Next Town Council Meeting: Tuesday, April 17, 2012, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, April 5, 2012, at 6:00 p.m.

Next Town Council Work Session: Tuesday, April 10, 2012, at 2:00 p.m.

If you would like to receive Town Council agendas via email, please sign up at [AgendaList@dhaz.gov](mailto: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 \_\_\_\_\_, 2012, 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.

[Page intentionally left blank]

**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
STUDY SESSION MEETING MINUTES  
TUESDAY, MARCH 13, 2012, 2:00 P.M.**

**A STUDY SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MARCH 13, 2012, 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 2:02 p.m. Mayor Nolan presided.

2. **Roll Call.**

**2.1. Town Council.** Town Council Members John Dibble, David Hiles, Dennis Repan, Denise Rogers, Nancy Wright; Vice Mayor Mark McBrady; and Mayor Terry Nolan were present.

Mayor Nolan moved/added Public Comment so a member of the public could speak to the council without waiting until the end of the meeting.

Dale Poole spoke on the Dewey-Humboldt Little League and increased costs to use ball fields. He stated he will be asking for assistance in paying those costs and asked the Mayor to speak with the Humboldt Unified School District Superintendent on those increases.

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

**3.1. Discuss some ideas for changes to the Newsletter.** [CM Rogers Request]

Councilmember Rogers introduced her ideas for changing the newsletter: increase from 6 pages to 8; allow advertisements and charging for them; having a disclaimer with the ads that the town does not endorse the advertisers. There was discussion on what type of ads would be allowed: local businesses, non-local businesses, political ads, coupons, etc. Additionally they discussed fees for ads, setting parameters, increases in staff time on these changes. Vice Mayor McBrady recommended directing the staff to see if these changes are appropriate for the town newsletter.

Public comment was taken on this item.

Jerry Brady spoke on the town already providing a list of services in town and supported including a listing and/or business card ads in the newsletter; laws governing political ads.

Jack Hamilton spoke on this request being handled through the budget process.

**3.2. Hearing Officer Vacancy further discussion.**

There was discussion on responses to questions regarding this, and clarification on what the Hearing Officer and the Board of Adjustment hears. Magistrate Judge Cathy Kelley spoke on discrepancies within the town code regarding civil and criminal cases and changes that will need to be made to the town code to change those parts that should be civil but are currently criminal by code.

Public comment was taken on this item.

Lydia Chapman spoke on selection of the commissioners on Planning and Zoning, and resources provided to the commission.

Jerry Brady spoke on his concerns for inadequacies and deficiencies in town code.

Jack Hamilton spoke on staff correcting the legal parts of the code and bringing it back to Council for approval.

Mayor Nolan reminded all that this agenda item is to cover questions on whether to appoint the magistrate as the hearing officer. Town Manager Kimball explained she will have the appointment of Hearing Officer on the March 20<sup>th</sup> meeting.

### **3.3. Telephonic attendance Policy for Council, Committees, Boards and Commission.**

For review and discussion.

Town Manager Kimball stated this policy is currently for review, with adoption at a future meeting.

Mayor Nolan asked what consequences apply if a Council Member needs to attend more than 2 times telephonically. Council's response was they would just need to be absent, rather than attend telephonically. There was discussion on whether this policy meets their needs.

Councilmember Hiles recommended a change to the wording for 2.1. Changing Council member to public body member, then he directed staff to put it on an agenda for approval.

Councilmember Rogers recommended changing that section to read: "2.1. When a member is unable to attend a meeting he/she shall be permitted to participate in the meeting by telephone or video, provide:" There was consensus that this was a good re-write.

### **3.4. Parameters of Using Legal Counsel Policy for Council Committees, Boards and Commission.** For review and discussion.

There was discussion on when an individual Council Member can contact the Town Attorney. They reviewed some of the wording and spoke on the redundancy of having requests go through the Town Clerk rather than directly through the Town Manager. Councilmember Repan suggested the Town Clerk could have a log-in procedure for those requests to reconcile the billing against. They discussed concerns with having everything going through the Town Manager.

Public comment was taken on this item.

Jack Hamilton spoke on providing better communication to the Council on legal counsel received.

Jerry Brady spoke on the Town Manager being the primary contact, with secondary being the Mayor and tertiary being the Town Council as a whole. He spoke on State Law requiring the Town to officially designate the contact.

There was discussion on possible wording changes within the policy. Town Manager Kimball explained she will update the policy to reflect the changes to 4.4 as discussed and will bring it back to council at a future meeting.

### **3.5. APS grant application council acknowledgement.**

Town Manager Kimball spoke on the APS grant preparation and deadline. It will be submitted upon the Council's approval.

Councilmember Rogers spoke on changing the section on "Unique Services of the Organization" (page 2 of 6 on the application) to reflect those things that the town is responsible for from those things that the town supports within the community,

Town Council Study Session Meeting, March 13, 2012 specifically the Activity Center. There was discussion on breaking out those items which the town supports from those that the town provides. There was discussion on the community outreach programs. The decision was made to keep this information as presented. Mayor Nolan suggested including the estimated cost of the property as well as the \$10k town funds as in-kind donations. TM Kimball explained the property would be appropriate. There was discussion on whether to include the \$10k or not as it will only be spent if the grant funding isn't sufficient to cover the costs. The application will be modified to show the in-kind contributions of right-of-way property and authorized partial funding for the materials.

Public comment was taken on this item.

Jerry Brady spoke on an earlier decision by Council to not work with Gary Marks to prepare a grant proposal which would have benefited the electrical system. He spoke on APS's electrical system in town being antiquated and problematic. He recommended they direct Town Manager Kimball to contact Mr. Marks regarding this issue.

Town Manager Kimball explained she will clarify the "Unique Services" category referencing the Activity Center; add in-kind details on dedicated right-of-way for the park. She will incorporate the ideas heard today and make it the best application she can.

**4. Comments from the Public.**

Jack Hamilton spoke on moving/adding public comment as violating Open Meeting Law.

Jerry Brady spoke on it not being inappropriate to move/add public comment since this is a work session. He spoke on the Council voting on issues without appropriate research; bus tourism in this area; Council needing to be literate at a grade 12 level; and provided a copy of a tourism business card and article on tourism to the Town Clerk.

**5. Adjourn.** The meeting was adjourned at 3:57 p.m.

---

Terry Nolan, Mayor

ATTEST:

---

Judy Morgan, Town Clerk

**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, MARCH 20, 2012, 6:30 P.M.**

**A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MARCH 20, 2012, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.**

1. **Call To Order.** The meeting was called to order at 6:32 p.m. Mayor Nolan presided.
2. **Opening Ceremonies.**
  - 2.1. **Pledge of Allegiance.** Made.
  - 2.2. **Invocation.** Given by Councilmember Nancy Wright.
3. **Roll Call.** Town Council Members John Dibble, Dennis Repan, Denise Rogers, Nancy Wright; Vice Mayor Mark McBrady; and Mayor Terry Nolan were present. Councilmember David Hiles was 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.

Mayor Nolan announced a radio program he participated in with the Mayor of Prescott Valley and Chino Valley earlier that day.

**4.1. Interview and possible appointment of Linda Gale Jacobs as an Associate Member to the Environmental Issues Advisory Committee (EIAC).**

Ms. Jacobs was in attendance, spoke on her experience, and answered questions. Councilmember Wright made a motion to appoint Linda Gale Jacobs to the Environmental Issues Advisory Committee, seconded by Councilmember Rogers. It was approved unanimously.

5. **Town Manager's Report.** Update on Current Events. None.
6. **Consent Agenda.**
  - 6.1. **Minutes.** Minutes from the February 21, 2012, and March 6, 2012 Regular Council meetings and March 13, 2012 Council Study Session Meeting. Mayor Nolan explained the March 13, 2012 Minutes were not included in the packet so they were removed from the consent agenda.

Councilmember Rogers made a motion to accept the February 12, 2012 and March 6, 2012 Minutes as presented, seconded by Councilmember Repan. It was approved unanimously.
  - 6.2. **Appoint Cathy Kelley as the Town's Hearing Officer.**

Councilmember Wright asked if the legal issues were worked out on this. Town Manager Kimball responded Ms. Kelley will provide input on changes to the code in these regards.

Councilmember Repan made a motion to appoint Cathy Kelley as the Town's Hearing Officer, seconded by Councilmember Dibble. It was approved unanimously.

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

Bob Greene, Board of Directors for the Agua Fria Festival spoke on the Agua Fria Festival. It will be held on October 6<sup>th</sup> and 7<sup>th</sup>, and tentatively will be at Mortimer Family Farms. He

Town Council Regular Meeting, March 20, 2012  
spoke on submitting a Strategic Community Partnership Grant to the Town for \$5000. He stated they will return any unused funds to the town within 60 days after the event, retaining \$7500 for the next year's event.

**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. Real Estate investigation report.** Report by Town Manager.

Town Manager Kimball gave an overview, and asked for more detail for researching this issue. She spoke on concerns for meeting procurement requirements when contracting with a realtor. There was discussion on whether it was necessary to go out to bid when selecting a realtor. There was discussion on some specific properties, and discussion on what a property would be used for.

Public comment was received on this item.

Jack Hamilton spoke on deciding what the property would be used for, and determining how much money they would spend through the budget process.

Mayor Nolan suggested Council provide their suggestions on a few properties directly to the Town Manager for further investigation. There was discussion on coming up with a budgetary figure to help narrow down the selection process, and discussion on using the property for possible town hall, library and/or park/field facilities.

**8.2. Museum Subcommittee Member announcement and appointment of a new Subcommittee Member.** Discussion and possible action.

Vice Mayor McBrady (Chair of the Museum Subcommittee) spoke on his introduction to a Mr. Russ Ahrens who has offered his assistance, as he has experience with museums in Colorado. VM McBrady also spoke on the D-H Historical Society working directly with the church on renting the facility for the next three months and on a business plan. He suggested the subcommittee was no longer needed at this point. Councilmember Rogers (subcommittee member) agreed with this conclusion. Mayor Nolan stated he was dissolving the subcommittee for the museum at this time.

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

**9.1. John Chisholm's permit fee balance discussion.** Discussion and possible action.

Town Manager Kimball gave an overview on the request. She spoke on being able to reduce the outstanding balance from 1400 to just over 300, but Mr. Chisholm not wanting to pay the 313.21 either.

John Chisholm, who was in attendance, spoke to the Council on his background as a contractor/building in Arizona and on the specifics of this project and problems he had along the way with the permitting process and other costs incurred (Flood Control, CYFD, Town Hall, etc.). He spoke on lot splits and subdivision requirements, surveys that were never legally recorded, turnaround for the fire department problems, a retaining wall that had to be removed on the adjoining property. There was discussion on these issues. John Chisholm explained he paid a \$400 deposit but was still being charged the difference for the full cost of the plan check fee.

Mayor Nolan made a motion to dismiss the fee for Mr. Chisholm, seconded by Vice Mayor McBrady. It failed by a 3-3 vote, Councilmembers Repan, Rogers and Wright voting against.

Vice Mayor McBrady made a motion to have Mr. Chisholm pay the fee, seconded by Councilmember Repan. It failed by a 3-3 vote, Councilmember Dibble, Vice Mayor McBrady and Mayor Nolan voting against.

Mayor Nolan explained they will bring this back on a future agenda when the full Council of 7 is present to make the decision. They discussed how to work on this problem moving forward as a policy decision, whether this needs to be looked at by legal counsel (Council as a whole did not), whether they need to increase the deposits to cover plan review costs or some other solution.

**9.2. Northern Arizona Council of Governments Summer Youth Program Application.**  
Discussion and possible action.

Town Manager Kimball gave an overview on this program, asking Council if they would like staff to move forward on this application.

Councilmember Rogers made a motion to go forward with this application, seconded by Councilmember Repan. It was approved unanimously.

**10. Public Hearing Agenda.** None.

**11. Comments from the Public.**

Jack Hamilton spoke on raising the deposit for building permits to \$1000, and putting it on the next agenda.

Linda Jacobs spoke on providing estimated permit costs for people.

**12. Adjourn.** The meeting was adjourned at 8:15 p.m.

---

Terry Nolan, Mayor

ATTEST:

---

Judy Morgan, Town Clerk



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

---

**TOWN COUNCIL REGULAR SESSION MEETING**  
**April 3, 2012 – 6:30 pm Town Council Meeting Chambers**

**Agenda Item # 8.1. Council, Board Commission Committee Policy 2012-01 Telephonic Attendance.**

**To: Mayor and Town Council Members**  
**From: Yvonne Kimball, Town Manager**

**Date submitted: March 28, 2012**

**Agenda Item: Adoption of public body policy on Telephonic Attendance.** Discussion and possible action.

**Recommended action:** Adopt the Telephonic Attendance Policy according to Town Code 32.16.

**Summary:**

The subject of telephonic attendance has been discussed a few times in the last few months. On January 17, 2012, the Council voted to allow two times a year telephonic attendance. Accordingly, staff drafted a policy to reflect your decision. This policy was last reviewed and discussed at the March 13, 2012 Council Study Session.

After staff incorporating your comments, the draft policy has been forwarded to the Town Attorney to finalize pursuant to Town Code 32.16. Attached is the final revised policy. Please also refer to March 13 meeting material for item material for item 3.3 Telephonic attendance policy.

Upon your adoption, staff will codify the policy for your use and public inspection.



**TOWN OF DEWEY-HUMBOLDT  
PUBLIC BODY RULES OF POLICIES  
AND PROCEDURES**

**PG № TC12-01**

**All Public Bodies : Town Council, Board,  
Commission, and Committees**

**Effective Date:**

**Subject: *Telephonic Attendance***

1. **Purpose:** To establish guidelines for participation in Public Meetings by telephone or video conference.
2. **Scope:** This policy applies to all public bodies of the Town. In this Policy, “public bodies” shall mean the Town Council and all boards, commissions and committees of the Town.
3. **Background:**
  - 3.1. Pursuant to Dewey-Humboldt Town Code Section 31.16 Organization and Conduct (C), the conduct of board, commission, and citizen committee meetings is governed by the same rules of policy and procedure as the Town Council.
  - 3.2. Pursuant to Town Code Sections 32.15 and 32.16, the Town Council is authorized to establish written policies outlining and defining town matters within the powers and duties granted to the town council under state law and ordinances.
4. **Attendance Policy:**
  - 4.1. Members of the Town’s public bodies shall attend meetings in person, if possible but may attend a maximum of two (2) meetings per year by telephone or video conference if circumstances prevent attendance in person.
  - 4.2. When a member is unable to attend a meeting in person, he/she may attend the meeting by telephone or video conference, provided:
    - 4.2.1. He/she has not exceeded his/her maximum limit of telephone or video conference attendance of 2 times per year; and .
    - 4.2.2. The Public body member has provided at least twenty-four (24) hour advance notice to the Town Clerk of the necessity for him/her to attend the meeting telephonically..
5. **Open Meeting Law Compliance Policy.**
  - 5.1. The definition of “meeting” in the Open Meeting Law of the State of Arizona includes participation in a meeting of the public body by telephone and video conference.
  - 5.2. Notice of all meetings of Town public bodies shall include notification of the possible attendance of a member by telephone or video conference.

- 5.3. Facilities will be used at the public body meeting to permit the public to observe and hear all telephone or video communications.
- 5.4. The minutes of the public body meeting shall clearly set forth which members were present in person and which were present by telephone or video conference. The minutes shall also describe the procedures followed to provide the public access to all communications during the meeting.

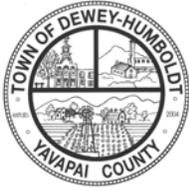
**TERRY NOLAN, MAYOR** \_\_\_\_\_

**ATTEST:**

**JUDY MORGAN, TOWN CLERK** \_\_\_\_\_

Notes: \_\_\_\_\_

[Page intentionally left blank]



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

---

**TOWN COUNCIL REGULAR SESSION MEETING**  
**April 3, 2012 – 6:30 pm Town Council Meeting Chambers**

**Agenda Item # 8.2 Council, Board Commission Committee Policy 2012-02**  
**Parameters of obtaining legal services.**

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Date submitted: March 28, 2012**

**Agenda Item: Council, Board Commission Committee Policy 2012-02 Parameters of obtaining legal services.** Discussion and possible action.

**Recommended action:** Adoption of the Legal Counsel Parameters Policy pursuant Town Code 32.16.

**Summary:**

The subject of parameters of using legal counsel have been discussed a couple of times this year. At February 21, 2012 Council meeting, it was initiated. Staff research was presented. As directed by the Council at the meeting, Staff drafted a policy to reflect your decision of having all requests for legal services go through the Town Manager's office. At the March 13, 2012 Work Session, Council reviewed the draft policy. Staff was directed to incorporate your comments and bring the policy for your adoption.

After inserting your comments, the draft policy was forwarded to the Town Attorney to finalize pursuant to the Town Code 32.16 in preparation for Council adoption at this meeting. Attached is the final revised policy. Please also refer to March 13 meeting material for item material for item 3.4 Parameters of using legal counsel policy.

Upon your adoption, staff will codify the policy for your use and public inspection.

 <p><b>TOWN OF DEWEY-HUMBOLDT PUBLIC BODY RULES OF POLICIES AND PROCEDURES</b></p>	<p><b>PG № TC12-02</b></p>
<p><b>All Public Bodies : Town Council, Board, Commission, and Committees</b></p>	<p><b>Effective Date:</b></p>
<p><b>Subject:</b> <i>parameters of obtaining legal services</i></p>	

1. **Purpose:** To establish guidelines for staff, individual council members, and all boards, commissions and committees to obtain legal services from the Town Attorney.
  
2. **Scope:** This policy applies to all town staff members, councilmembers and public bodies of the Town. In this Policy, “public bodies” shall mean the Town Council and all boards, commissions and committees of the Town.
  
3. **Background:**
  - 3.1 The Town does not have a full time attorney on staff but contracts with a qualified legal firm to perform legal services for the Town on an as-needed basis. The town attorneys represent the Town of Dewey-Humboldt Town Council and the Town as a governmental entity. The Town Attorneys do not represent individual members of the Town Council, staff or citizens of the Town. Town Council recognizes the necessity of obtaining legal opinions for decision deliberation and legal services with respect to other matters such as contracts, employment issues, public records, elections, ordinances and other legal issues that may arise from time to time. The Town Council also recognizes that as public bodies of the Town, the Town’s boards, commissions, and committees and its members may encounter legal issues and have specific questions for the attorneys. In order to conserve Town funds and avoid obtaining unnecessary or redundant legal services, the Town Council hereby establishes a centralized and unified process for contacting the Town Attorney.
  
  - 3.2 Pursuant to Town Code Sections 32.15 and 32.16 the Town Council is authorized to establish written policies outlining and defining town matters within the powers and duties granted to the Town council under state law and town ordinances.
  
4. **Policies:**
  - 4.1 Nonessential contacts with the City Attorney are prohibited for all staff members and members of public bodies.
  
  - 4.2 All staff members shall obtain permission from the Town Manager prior to contacting the town attorneys for services.

4.3 All requests for legal advice regarding an issue related to a committee, commission or board shall be made through the chair. The chair may submit a request form stating the specific question the public body needs answered to the Town Clerk for the Town Manager to process. If the Town Manager believes that the amount of time required is more than 15 minutes, the question will be put on the agenda for Council approval. Otherwise, it will be forwarded to the Town Attorney to answer without the Council approval.

4.4 The Town Manager is the Council's point of contact to contact the attorneys. Councilmembers' requests for legal advice shall be directed to the Town Manager.

4.5 If the matter is urgent or time-sensitive and the Town Manager is unavailable due to sickness or otherwise out of the office, the Town Manager's designee or the Town Clerk will assume the duties outlined in this policy relating to Town Attorney services.

4.6 Legal research results and opinions on specific questions will be disseminated to all Council members and staff, at the discretion of the Town Manager.

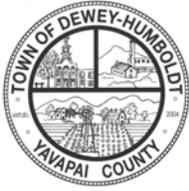
**TERRY NOLAN, MAYOR** \_\_\_\_\_

**ATTEST:**

**JUDY MORGAN, TOWN CLERK** \_\_\_\_\_

Notes: \_\_\_\_\_

[Page intentionally left blank]



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

---

**TOWN COUNCIL REGULAR MEETING**  
**April 3, 2012 – 6:30 pm Town Council Meeting Chambers**

**Agenda Item # 8.3**

**To: Mayor and Town Council Members**  
**From: Yvonne Kimball, Town Manager**

**Date submitted: March 14, 2012**

**Agenda Item: John Chisholm permit fee balance discussion**

**Recommended action:** Council Direction

**Summary:**

This is a continuation on this issue from the March 20<sup>th</sup> meeting, where Council was unable to reach a decision, as they were split 3-3 with Councilmember Hiles being absent. Council decided to move this forward to a future meeting where a full Council will be in attendance to break any tie votes.

**From March 20<sup>th</sup> Council Communication.**

As was reported to in my recent monthly report:

John Chisholm of Dewey has an outstanding bill of \$1410.46 owed to the Town. This balance was submitted to the Town's collection agency last summer. Mr. Chisholm contacted me recently asking the Town to write off this balance.

I found this matter began in 2009 when Mr. Chisholm applied to build two houses on Mirage Rd. Upon receiving his \$400 deposit, the town forwarded his plans to the County's building department for review and further services. Subsequently, the Town paid the County \$1810.46 for both plan review and construction permit/inspection services on Mr. Chisholm's behalf. However, sometime in 2011, Mr. Chisholm decided not to proceed with the projects and refused to pay the balance totaling \$1410.46.

Upon learning of this matter, I directed staff to contact the County and the County agreed to return the construction permit/inspection fee of \$1097.25 to the Town since the service was never rendered because Mr. Chisholm decided not to proceed with construction. A \$713.21 plan review charge was kept by the County. Therefore, Mr. Chisholm's true balance due to the Town will be \$313.21 (\$713.21 - \$400 deposit) instead of \$1410.46. Please note that the Town did not charge Mr. Chisholm the Town's additional administration fee for some reason.

I advised Mr. Chisholm of the updated balance of \$313.21. Mr. Chisholm refused to pay the balance and demanded a total write-off. He stated that he went through a great deal of

emotional distress dealing with the former town manager and the planner (Dennis Price). Mr. Chisholm stated that Mr. Price imposed unreasonable restrictions on his projects; it took him two years to deal with the hassles; he had to hire a lawyer and finally was able to prove Mr. Price's restrictions unnecessary. Mr. Chisholm decided not to build after all, even though he has already spent money on the projects' septic tank systems. In conclusion, he believes that due to the financial loss and emotional distress he endured, his demand for a total write-off of the outstanding \$313.21 is justified. I advised him to discuss this with the Council at March 20's meeting.

It may be prudent to note in making your decision that there are two other individuals who are currently on the collection list with balances of \$4100 and \$1600 respectively.

A copy of Mr. Chisholm's building permit application is attached. Due to privacy concerns, the letter from the collection agency will be provided to you separately.

ATTACH A COPY OF THE YAVAPAI COUNTY SEPTIC APPROVAL  
 TYPE OR PRINT CLEARLY PRESS DOWN FIRMLY

NOTE: 24-hour notice is required for all inspections.  
 928-632-8643

Please Circle Permit Type: Residential Commercial Guesthouse Other  
 Property Owner: JOHN CHISHOLM Assessor's Parcel # 402-08-084  
 Mailing Address: \_\_\_\_\_ City/State: DEWEY, AZ  
 Site Address: 12835 E. MIRAGE RD Phone: \_\_\_\_\_

Project Description: \_\_\_\_\_ Job Value/Cost: (Excludes Land) \_\_\_\_\_  
 Architect/Engineer: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

1 General Contractor: CHISHOLM CONST OF N. AZ Phone: 928 772 7193  
 Business Address: 11090 IRONWOOD LN DEWEY State Lic. 181409 Exp. 12/10 Type: B RES

2 Electrical Contractor: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
 Business Address: \_\_\_\_\_ State Lic. \_\_\_\_\_ Exp. \_\_\_\_\_ Type: \_\_\_\_\_

3 Plumbing Contractor: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
 Business Address: \_\_\_\_\_ State Lic. \_\_\_\_\_ Exp. \_\_\_\_\_ Type: \_\_\_\_\_

4 Mechanical Contractor: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
 Business Address: \_\_\_\_\_ State Lic. \_\_\_\_\_ Exp. \_\_\_\_\_ Type: \_\_\_\_\_

5 Other Contractor: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
 Business Address: \_\_\_\_\_ State Lic. \_\_\_\_\_ Exp. \_\_\_\_\_ Type: \_\_\_\_\_

SITE BUILT SQUARE FOOTAGE: 1428  
 Residential:  Commercial/Type: \_\_\_\_\_  
 Addition: \_\_\_\_\_ Carport/ \_\_\_\_\_ Porch/ \_\_\_\_\_  
 Garage: \_\_\_\_\_ Patio: \_\_\_\_\_  
 Barn: \_\_\_\_\_ Shed: \_\_\_\_\_ Other: \_\_\_\_\_  
 MFG. HOME: \_\_\_\_\_ Year: \_\_\_\_\_  
 VIN #: \_\_\_\_\_ Size: \_\_\_\_\_

P/V \$	Permit Fees:
<input type="checkbox"/> MECH	Permit Fee: \$ <u>1097.25</u>
<input type="checkbox"/> ELEC	Plan Check Fee: \$ <u>713.21</u>
<input type="checkbox"/> PLMB	Mobile Permit Fee: \$
	Other: \$
	SUBTOTAL: \$ <u>1810.46</u>
	Impact Fees: \$ <u>1575.00</u>
	Water/Sewer Utility Fee: \$
	Less Deposit \$ <u>400.00</u>
	BALANCE DUE: <u>2985.46</u> <del>1210.46</del>

The Town of Dewey-Humboldt does NOT regulate deed restrictions. It is recommended that all applicants check to verify that CC & R's will not be violated by the applicant if this permit is issued.

This permit becomes null and void if work or construction authorized is not commenced within 180 days or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or performance of construction. I acknowledge that I make this statement under penalty of perjury.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_ Signature of Contractor or Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

FOR OFFICE USE ONLY Phone # \_\_\_\_\_

PLAN CHECK APPROVAL		DATE:		YCES SEPTIC PERMIT #	
				FLOOD CONTROL: DP:	
				PW APPROVAL: CULVERT SIZE:	
				FD SUBMITTAL: DATE:	
				COMMENTS:	
<u>20/30</u> Front	<u>7/33'</u> L-Side	<u>10'/10'</u> R-Side	<u>25/48'</u> Rear	Approved by <u>[Signature]</u> April 3, 2012	
Zoning		Town Council Regular Meeting Date		PERMIT FINALED: Page 21 of 69	

[Page intentionally left blank]



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

---

**TOWN COUNCIL REGULAR MEETING**  
**April 3, 2012 – 6:30 pm Town Council Meeting Chambers**

**Agenda Item # 9.1**

**To: Mayor and Town Council Members**  
**From: Yvonne Kimball, Town Manager**

**Date submitted: March 28, 2012**

**Agenda Item: FY 12-13 Budget Calendar Acknowledgement.** Discussion and possible action

**Recommended action:** Acknowledging tentative budget calendar

**Summary:**

Let the budget season begin!

Last week, Arizona League of Cities and Towns issued their official “it’s budget time” materials, including the first issue of state shared revenue projection. It cued in the multi-month budget season.

Inside Town Hall last week, each department turned in their budget requests for FY 12-13; I began preparing for the preliminary worksheet. In addition, I have been meeting with all council members individually to have our preliminary budget discussions.

As a tradition, each year presenting a budget calendar to the Council officially kicks off the season. As you might notice, this year’s proposed tentative budget calendar contains delayed workshop and adoption activities comparing to previous years. Previous years’ activities reflect the language in the Town’s “Principles of Sound Financial Management” 1. Fiscal Planning and Budgeting / Schedule which states that “The Town Manager shall submit a proposed annual budget to the Town Council before March 31<sup>st</sup> in each year... The Town Council shall adopt the budget for the following fiscal year no later than June 1<sup>st</sup>. ....”

It is my (and entire staff)’s goal to present you with a balanced and accurate budget timely. Yet I believe that the schedule stipulation outlined above is not realistic and/or practical for several reasons:

1. Both ARS 42-17101 and AZ League of Cities and Towns do not preclude a further extended time frame for budget adoption. ARS 42-17101. Annual county and municipal financial statement and estimate of expenses stipulates that on or before the third Monday in July each year the governing body of each county and incorporated city or town shall prepare a financial statements and expenditure estimate (i.e. the annual

budget). It appears that AZ League suggests even later dates for budget adoption activities due to considerations of property tax levy.

2. Looking over some other AZ town's budget schedules, I found that budget adoption in late June is the norm even for towns with larger budget, more services, property tax levies. My professional experience concur with this budget adoption schedule i.e. adopting the budget right before the fiscal year commences. While early budget adoption can be proactive and it was perhaps necessary previous years, it is not mandated by the state law. For a small town with very limited financial and personnel resources, Early and tight time frame normally lessens the opportunities to respond to last minute changes/ requests/ input, increases stress level for staff and elected officials.
3. The Town staff has been through a great deal of changes since over a year ago. As a result, the Town Manager, the positions in the Departments of Finance/ Public Works Department/ Community Development are filled with new staff members. The tremendous loss of institutional memory has constituted another valid reason for a "delayed" (per the Town's locally imposed old standards) budget process.

Therefore, I would like the Council to provide staff with relief from the budget schedule restriction outlined in "the Town's "Principles of Sound Financial Management". Once again, we are committed to an accurate and balanced budget in a timely manner led by your leadership and direction.

Attached are the proposed tentative budget schedule whose details are subject to change, ARS 42-17101, excerpts of AZ League "it's budget time" materials (revenue sharing information, suggested budget calendar).

## FISCAL YEAR 2012 - 13 BUDGET SCHEDULE

Date	Activity
February 23, 2012	Preliminary Budget Guidelines Provided to Departments
March 20, 2012	State Shared Revenue 1st Estimate Due from AZ League of Cities and Towns
March 22, 2012	Departmental Budget Estimates and Requests Due
March 26-30, 2012	Town Manager Preliminary Budget Discussions with Council Members Town Manager Individual Review and Discussion with Each Department Department Budget Narratives Begin
March 30, 2011	Council, Commission, and Committee Funding Request Forms Due No-for-Profit Grant Funding Request Forms Due (SCP program)
April 3, 2012	Budget Calendar Acknowledgement (at regular council meeting)
April 6, 2012	Budget Worksheet Completion
April 10, 2012	Budget Worksheet presented to the Council at Study Session Initial Discussion of the Worksheet
Mid April	State Shared Revenue 1st Estimate Due from AZ League of Cities and Towns
April 27, 2011	Budget Worksheet Data and Narratives Due to All Council Members
May 8, 2012	Council Budget Workshop: (9:00AM to 4:00PM if needed) Department Presentations (in lieu of afternoon study session)
May 15, 2012	<i>Second Council Workshop if Needed</i>
May 22, 2012	Tentative Budget Due to the Council for acknowledgement Publication of Tentative Budget Notice of Public Hearings
June 5, 2012	Public Hearing #1 at Regular Council Meeting Revisions of Tentative Budget Upon Council Review
June 19, 2012	Public Hearing #2 at Regular Council Meeting Adoption of FY 12-13 Budget
June 2012	Fiscal Year 2011-2012 Setup in Accounting System
July 1, 2012	Fiscal Year 2011-2012 Begins
July 1, 2012 - June 30, 2013	FY 11-12 Closeout; FY 11-12 Audit FY 12-13 Budget: Monitor, Measure, Assess, Report, Adjust

## Arizona State Legislature

Bill Number Search:  

Fiftieth Legislature - Second Regular Session

[Email a Member](#) | [Email Webmaster](#)[change session](#) | [printer friendly version](#)[Senate](#)[House](#)[Legislative Council](#)[JLBC](#)[More Agencies](#)[Bills](#)[Committees](#)[Calendars/News](#)[ARS TITLE PAGE](#) [NEXT DOCUMENT](#) [PREVIOUS DOCUMENT](#)**42-17101. [Annual county and municipal financial statement and estimate of expenses](#)**

On or before the third Monday in July each year the governing body of each county and incorporated city or town shall prepare:

1. A full and complete statement of the political subdivision's financial affairs for the preceding fiscal year.
2. An estimate of the different amounts that will be required to meet the political subdivision's public expense for the current fiscal year entered in the minutes of the governing body and containing the items prescribed by section 42-17102.
3. A summary schedule of estimated expenditures and revenues that shall be:
  - (a) Entered in the minutes of the governing body.
  - (b) Prepared according to forms supplied by the auditor general.

# IT'S BUDGET TIME!

Published annually by the League of Arizona Cities & Towns

March 16, 2012

## 2012-2013 Budget Calendar

ACTION	Deadline for FY 2012-2013	Earliest Date FY 2012-2013
1. Complete compilation of forthcoming fiscal year's revenue estimates, including debt service requirements, etc.	None	None
2. Submit departmental budget estimates to appropriate reviewing official or office. Review of departmental budgets and revenue estimates by appropriate reviewing official or office. (An individual hearing with each department head may be held in conjunction with the review step.)	None	None
3. Make approved changes and prepare summary of tentative budget.	None	None
4. Deliver proposed budget to city council for review.	None	None
5. Receive from the county assessor certified property values necessary to calculate the property tax levy limit.	February 10	None
6. Make the property values provided by the county assessor available for public inspection.	February 15	None
7. Notify the Property Tax Oversight Commission as to agreement or disagreement with the property tax levy limit.	February 20	None
8. Submit information on involuntary tort judgments and appropriate documentation to the Property Tax Oversight Commission for consideration. (Optional - see discussion of page 5.)	July 2	None
9. Adopt tentative budget. (For those cities and towns subject to Truth in Taxation, the deadlines in #11 and #12 of this calendar will require the tentative budget to be adopted before July 16.)	July 16	None
10. Publish budget once a week for two consecutive weeks. Also include time and place of budget hearing and a statement indicating where the proposed budget may be examined.	Depends upon newspaper publishing date	None
11. Publish first "Truth in Taxation" notice in a paper of general circulation in the city or town and issue a press release with the same information included in the required notice. *	July 23	None
12. Publish second "Truth in Taxation" notice in a paper of general circulation of the city or town.*	July 30	None
13. Hold public hearing on budget and property tax levy. (Also "Truth in Taxation" hearing if necessary.) Convene special meeting to vote on Truth in Taxation, if applicable, and adopt the final proposed budget.	August 6**	None
14. Mail a copy of the truth in taxation notice, a statement of its publication and result of the council's vote to the Property Tax Oversight Commission.	August 9	None
15. Adopt property tax levy.	August 20**	July 17
16. Forward certified copy of tax levy ordinance to county. The tax levy by the board of supervisors must be made on or before the third Monday in August, A.R.S. § 42-17151 (A).	August 20*	July 27

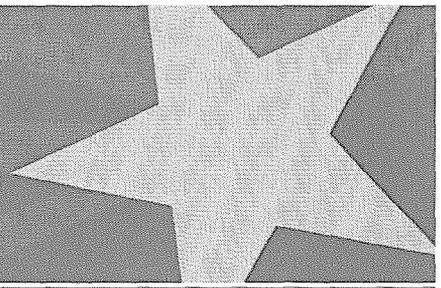
\* Only necessary if the proposed primary property tax levy, excluding amounts attributable to new construction, is greater than the amount levied by a city or town in the previous year.

\*\* Check with your county board of supervisors as to their deadline for receiving your levy. Dates may need to change to conform to their schedule.

# STATE SHARED REVENUE

Published annually by the League of Arizona Cities & Towns

March 20, 2012



## Shared Revenues - Preliminary Budget Estimates

A preliminary estimate of shared revenues for each city and town for FY 2012-2013 is set forth in this report. We obtained the total dollar figures on which these early estimates are based from the Department of Transportation (ADOT) and the Department of Revenue (DOR). The final HURF and sales tax figures will not be available until later in the year, but to assist in your early budget preparations, they kindly provided us with these numbers.

### Population Figures for Shared Revenue Estimates

As directed by statute, the population used in distribution of state shared revenue for July 1, 2011 until June 30, 2016 is the figure from the 2010 Census except for the Urban Revenue Sharing (State Shared Income Tax). Changes can only be made to these numbers in the case of an annexation that has been certified by the Census Bureau. For distribution of Urban Revenue Sharing, those cities and towns with populations fewer than 1,500 are automatically assumed to have 1,500 in population. The total population figures are as follows:

2010 Designated Population (TPT/HURF/VLT) – pop. for cities/towns .....	5,022,708
2010 Designated Population (URS)- pop. for cities/towns .....	5,028,462

### Shared Revenue Estimates

The tables found within this report list the distribution of revenue from the vehicle license tax (VLT), highway user revenue fund (HURF) and the state sales and income taxes.

Vehicle License Tax (VLT) – Vehicle License Tax monies have remained relatively flat compared with last year’s estimates. There was a 1.9% decrease from last year.

Highway User Revenue Fund (HURF) - The estimate for highway user revenue to cities and towns is down approximately 6% from last year’s HURF distribution. (The highway user revenue estimate does not include the 3% monies reserved for cities with populations over 300,000.)

The HURF estimates in this report reflect the Governor’s current budget figures for sweeps to DPS and MVD. Changes to both will be reflected in a future set of revenue estimates.

State Sales Tax - The estimate for state shared sales tax is approximately 10.5% higher than the estimated amount contained in this report from last year. This fund may be subject to revision later in the year - we will send out revised estimates if we get any additional information. In addition, the Department of Revenue will send final estimates in late June.

State Income Tax - The estimate for state income tax is 21% higher than last year’s estimate. (This is the only one of the shared revenues which can be accurately forecast since it is based on collections from two years ago.)

The total estimated state shared revenues for cities and towns in the upcoming fiscal year, based on current state law, from each of the sources are as follows:

Vehicle License Tax .....	\$180,700,000
Highway User Revenue .....	\$284,148,000
State Sales Tax .....	\$420,000,000
State Income Tax .....	\$513,600,000

If there are any significant changes to any of these numbers, we will get revised estimates to you as soon as possible. If you have any questions, please give us a call.



# STATE SHARED REVENUE

Published annually by the League of Arizona Cities & Towns

March 20, 2012

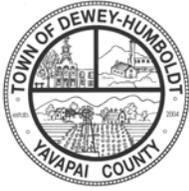
CITY/TOWN	2010 CENSUS POP.	2010 URS POP.*	VLT	HURF	SALES TAX	INCOME TAX
APACHE JUNCTION	35,840	35,840	\$1,552,745	\$2,270,942	\$2,996,949	\$3,660,647
AVONDALE	76,238	76,238	\$2,527,406	\$3,844,240	\$6,375,039	\$7,786,842
BENSON	5,105	5,105	\$233,871	\$373,099	\$426,881	\$521,417
BISBEE	5,575	5,575	\$255,402	\$407,448	\$466,183	\$569,423
BUCKEYE	50,876	50,876	\$1,686,617	\$2,565,382	\$4,254,263	\$5,196,403
BULLHEAD CITY	39,540	39,540	\$1,941,954	\$3,040,789	\$3,306,344	\$4,038,560
CAMP VERDE	10,873	10,873	\$564,999	\$734,107	\$909,203	\$1,110,553
CAREFREE	3,363	3,363	\$111,489	\$169,577	\$281,215	\$343,492
CASA GRANDE	48,571	48,571	\$2,104,308	\$3,077,621	\$4,061,518	\$4,960,973
CAVE CREEK	5,015	5,015	\$166,255	\$252,877	\$419,355	\$512,225
CHANDLER	236,123	236,123	\$7,827,838	\$11,906,314	\$19,744,660	\$24,117,269
CHINO VALLEY	10,817	10,817	\$562,089	\$730,326	\$904,520	\$1,104,833
CLARKDALE	4,097	4,097	\$212,894	\$276,615	\$342,592	\$418,462
CLIFTON	3,311	3,311	\$252,715	\$334,318	\$276,867	\$338,181
COLORADO CITY	4,821	4,821	\$236,777	\$370,755	\$403,133	\$492,410
COOLIDGE	11,825	11,825	\$512,311	\$749,272	\$988,809	\$1,207,789
COTTONWOOD	11,265	11,265	\$585,369	\$760,574	\$941,982	\$1,150,591
DEWEY-HUMBOLDT	3,894	3,894	\$202,346	\$262,909	\$325,617	\$397,728
DOUGLAS	17,378	17,378	\$796,122	\$1,270,070	\$1,453,152	\$1,774,964
DUNCAN	696	1,500	\$53,123	\$70,277	\$58,200	\$153,208
EAGAR	4,885	4,885	\$268,254	\$1,100,655	\$408,485	\$498,947
EL MIRAGE	31,797	31,797	\$1,054,119	\$1,603,338	\$2,658,872	\$3,247,701
ELOY	16,631	16,631	\$720,527	\$1,053,796	\$1,390,688	\$1,698,667
FLAGSTAFF	65,870	65,870	\$2,691,450	\$6,282,592	\$5,508,065	\$6,727,869
FLORENCE	25,536	25,536	\$1,106,331	\$1,618,047	\$2,135,326	\$2,608,211
FOUNTAIN HILLS	22,489	22,489	\$745,545	\$1,133,990	\$1,880,535	\$2,296,995
FREDONIA	1,314	1,500	\$53,690	\$125,328	\$109,877	\$153,208
GILA BEND	1,922	1,922	\$63,717	\$96,915	\$160,718	\$196,310
GILBERT	208,453	208,453	\$6,910,535	\$10,511,076	\$17,430,888	\$21,291,095
GLENDALE	226,721	226,721	\$7,516,147	\$11,432,225	\$18,958,462	\$23,156,962
GLOBE	7,532	7,532	\$431,033	\$681,688	\$629,828	\$769,308
GOODYEAR	65,275	65,275	\$2,163,966	\$3,291,440	\$5,458,311	\$6,667,096
GUADALUPE	5,523	5,523	\$183,096	\$278,493	\$461,835	\$564,111
HAYDEN	662	1,500	\$37,884	\$59,915	\$55,357	\$153,208
HOLBROOK	5,053	5,053	\$261,131	\$579,487	\$422,533	\$516,106
HUACHUCA CITY	1,853	1,853	\$84,890	\$135,426	\$154,948	\$189,263
JEROME	444	1,500	\$23,072	\$29,977	\$37,127	\$153,208
KEARNY	1,950	1,950	\$84,483	\$123,559	\$163,059	\$199,170
KINGMAN	28,068	28,068	\$1,378,522	\$2,158,545	\$2,347,053	\$2,866,826
LAKE HAVASU CITY	52,527	52,527	\$2,579,793	\$4,039,543	\$4,392,320	\$5,365,034
LITCHFIELD PARK	5,476	5,476	\$181,538	\$276,123	\$457,904	\$559,311
MAMMOTH	1,426	1,500	\$61,781	\$90,356	\$119,242	\$153,208
MARANA	34,961	34,961	\$1,327,277	\$2,114,151	\$2,923,447	\$3,570,867
MARICOPA	43,482	43,482	\$1,883,830	\$2,755,165	\$3,635,975	\$4,441,190
MESA	439,041	439,041	\$14,554,880	\$22,138,292	\$36,712,710	\$44,843,027
MIAMI	1,837	1,837	\$105,126	\$166,259	\$153,610	\$187,629

# STATE SHARED REVENUE

Published annually by the League of Arizona Cities & Towns

March 20, 2012

CITY/TOWN	2010 CENSUS POP	2010 URS POP <sup>2</sup>	VLT	HURF	SALES TAX	INCOME TAX
NOGALES	20,837	20,837	\$1,365,780	\$1,856,588	\$1,742,395	\$2,128,262
ORO VALLEY	41,011	41,011	\$1,556,962	\$2,480,005	\$3,429,349	\$4,188,806
PAGE	7,247	7,247	\$296,113	\$691,209	\$605,996	\$740,198
PARADISE VALLEY	12,820	12,820	\$425,003	\$646,438	\$1,072,011	\$1,309,417
PARKER	3,083	3,083	\$254,484	\$1,033,214	\$257,801	\$314,893
PATAGONIA	913	1,500	\$59,843	\$81,349	\$76,345	\$153,208
PAYSON	15,301	15,301	\$875,628	\$1,384,826	\$1,279,473	\$1,562,823
PEORIA	154,065	154,065	\$5,107,490	\$7,768,605	\$12,882,951	\$15,735,981
PHOENIX	1,445,632	1,445,632	\$47,924,909	\$72,894,839	\$120,884,081	\$147,654,809
PIMA	2,387	2,387	\$112,498	\$189,718	\$199,601	\$243,805
PINETOP-LAKESIDE	4,282	4,282	\$221,287	\$491,067	\$358,062	\$437,357
PRESCOTT	39,843	39,843	\$2,070,382	\$2,690,061	\$3,331,681	\$4,069,508
PRESCOTT VALLEY	38,822	38,822	\$2,017,327	\$2,621,126	\$3,246,305	\$3,965,224
QUARTZSITE	3,677	3,677	\$303,515	\$1,232,282	\$307,472	\$375,564
QUEEN CREEK	26,361	26,361	\$873,907	\$1,329,232	\$2,204,313	\$2,692,475
SAFFORD	9,566	9,566	\$450,841	\$760,302	\$799,911	\$977,058
SAHUARITA	25,259	25,259	\$958,945	\$1,527,455	\$2,112,163	\$2,579,919
ST. JOHNS	3,480	3,480	\$191,100	\$784,090	\$290,998	\$355,442
SAN LUIS	25,505	25,505	\$872,126	\$1,738,276	\$2,132,734	\$2,605,045
SCOTTSDALE	217,385	217,385	\$7,206,645	\$10,961,465	\$18,177,784	\$22,203,397
SEDONA	10,031	10,031	\$521,246	\$677,258	\$838,795	\$1,024,552
SHOW LOW	10,660	10,660	\$550,893	\$1,222,507	\$891,392	\$1,088,797
SIERRA VISTA	43,888	43,888	\$2,010,600	\$3,207,551	\$3,669,925	\$4,482,658
SNOWFLAKE	5,590	5,590	\$288,883	\$641,071	\$467,437	\$570,955
SOMERTON	14,287	14,287	\$488,534	\$973,721	\$1,194,682	\$1,459,254
SOUTH TUCSON	5,652	5,652	\$214,575	\$341,786	\$472,622	\$577,287
SPRINGERVILLE	1,961	1,961	\$107,686	\$441,839	\$163,979	\$200,294
STAR VALLEY	2,310	2,310	\$132,194	\$209,068	\$193,163	\$235,940
SUPERIOR	2,837	2,837	\$122,911	\$179,762	\$237,231	\$289,767
SURPRISE	117,517	117,517	\$3,895,868	\$5,925,701	\$9,826,799	\$12,003,020
TAYLOR	4,112	4,112	\$212,502	\$471,571	\$343,846	\$419,994
TEMPE	161,719	161,719	\$5,361,232	\$8,154,551	\$13,522,980	\$16,517,750
THATCHER	4,865	4,865	\$229,285	\$386,668	\$406,812	\$496,904
TOLLESON	6,545	6,545	\$216,977	\$330,026	\$547,294	\$668,497
TOMBSTONE	1,380	1,500	\$63,221	\$100,857	\$115,396	\$153,208
TUCSON	520,116	520,116	\$19,745,940	\$31,452,298	\$43,492,220	\$53,123,913
TUSAYAN	558	1,500	\$22,800	\$53,221	\$46,660	\$153,208
WELLTON	2,882	2,882	\$98,548	\$196,421	\$240,994	\$294,363
WICKENBURG	6,363	6,363	\$210,943	\$320,849	\$532,076	\$649,908
WILLCOX	3,757	3,757	\$172,116	\$274,580	\$314,161	\$383,735
WILLIAMS	3,023	3,023	\$123,520	\$288,330	\$252,784	\$308,765
WINKELMAN	353	1,500	\$20,201	\$31,948	\$29,518	\$153,208
WINSLOW	9,655	9,655	\$498,956	\$1,107,252	\$807,353	\$986,148
YOUNGTOWN	6,156	6,156	\$204,081	\$310,411	\$514,766	\$628,765
YUMA	93,064	93,064	\$3,182,259	\$6,342,712	\$7,782,033	\$9,505,425
<b>TOTALS</b>	<b>5,022,708</b>	<b>5,028,462</b>	<b>\$180,700,000</b>	<b>\$284,148,000</b>	<b>\$420,000,000</b>	<b>\$513,600,000</b>



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

---

**TOWN COUNCIL REGULAR MEETING**

**April 3, 2012 – 6:30 pm Town Council Meeting Chambers**

**Agenda Item # 9.2 Authorizations for Services with Willdan Engineering on Community Development Block Grant projects**

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Date submitted: March 28, 2012**

**Agenda Item: Authorization for Services with Willdan Engineering on Community Development Block (CDBG) Grant projects.** Discussion and possible action on proceeding with the recruitment for this vacancy.

**Recommended action:** enter the authorization agreement.

**Summary:**

In October, 2011, the Town was awarded with two Community Development Block Grants up to \$599,258 for Placer Right of Way St. and Wells Addition Street improvement projects. It was my understanding that the intent was for the staff engineer to handle and manage design, bidding and inspection of the projects and the grant dollars were for administration and construction only.

The project's design was progressing until the Town Engineer left in May 2011. May 3 2011 meeting minutes show that also in May 2011, the town's engineering firm, Willdan was authorized to continue projects that were intended for staff to handle, including CDBG projects, PARA study and Kachina St. project. However, detailed scopes of operation and compensation plans were not finalized, at least not for the CDBG projects.

In January, 2012, as soon as I began my stint with the Town, Ed Hanks, the Town's Public Works Supervisor, and I met several times to organize what have been left off with. We also met with North American Council of Government (NACOG), our CDBG administrator, and Willdan engineering firm. Together we were able to straighten out some pending issues such as incomplete designs, refining scope of work and determining who would be paying for what.

Time has elapsed; people have changed; pending problems appeared to be resolved. Thereby, we believe it is the best for the Council to enter an authorization agreement with Willdan Engineering which contains details including scope of the work and fee (which would be paid for by the CDBG grant).

Willdan Engineering's original contract with the Town has been reviewed by NACOG and the State. They see no issue of retaining Willdan for CDBG projects. After some discussion and negotiation, Willdan proposed a fee of \$11,980 for CDBG project services including design, bidding, construction oversight, inspection and final sign-off. The State and NACOG have agreed to cover the engineering fee through the CDBG funding. Both Ed and I believe it is a

reasonable fee for the scope of the work, especially for CDBG funded projects. Ed will perform much on-site inspection and supervision during construction phase.

The Town Attorney has also reviewed the attached engineering service authorization agreement. I also attached the original master agreement between the Town and Willdan engineering firm which suggests separate authorizations for specific projects.

I wanted to note that the Town could opt to pay for the engineering fee by local fund and keep the \$11,980 towards construction. Although the engineer fee can be handled by our current budget, both Ed and I felt that it is the most advantageous to use grant dollars to pay for the \$11,980 engineering fee. CDBG's requirements are stringent on all levels. \$11980 worth of grant funded construction would not stretch as far as local fund can do sometimes.

In conclusion, it is staff's recommendation for the Council to enter the CDBG projects authorization agreement with Willdan Engineering as presented. Also attached are short description of the project and its accompanying map.

If you are interested in driving through the sections for the projects, I would be glad to arrange Ed Hanks to tour you around.

Next steps:

Upon execution of the agreement, the projects will be advertised for bids immediately. Below is a tentative schedule:

April 6 - ad in the Prescott and Prescott Valley papers (NACOG) will handle

April 9 - Plans are available from Willdan for a \$20 deposit, and available to view at the Town

April 17 – MANDATORY Pre-bid meeting at Dewey-Humboldt Council Chambers at 10:00 am (NACOG, Willdan, and Town staff)

April 27 - Bids due at Dewey-Humboldt Council Chambers at 10:00 am. (Willdan will handle)

Review bids and make recommendation for selection (Willdan and Town staff)

May 15 – Town Council approve/make contractor selection, award construction contract.

By the end of May – construction begins

Summer – construction (anticipated date of completion in July/August)

Attachments: May 3,2011 minutes, authorization agreement for CDBG projects, original agreement, scopes of CDBG work and map

**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
REGULAR MEETING NOTICE  
TUESDAY, MAY 3, 2011, 6:30 P.M.**

**A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MAY 3, 2011, AT TOWN HALL, AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR LEN MARINACCIO PRESIDED.**

**1. Call To Order.** The meeting was called to order at 6:32 p.m. Mayor Marinaccio presided.

**2. Opening Ceremonies.**

**2.1. Invocation.** Given by Councilmember Wright.

**2.2 Pledge of Allegiance.** Made.

**3. Roll Call.** Town Council Members Mark McBrady, David Hiles, David Nystrom, Terry Nolan, Nancy Wright; Vice Mayor Denise Rogers; and Mayor Len Marinaccio were present.

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

Councilmember McBrady announced a new tenant at Humboldt Station selling pies.

**4.1. Opening Festivities at Mortimer Family Farms.** Announced May 6<sup>th</sup> by Mayor Marinaccio.

Councilmember Nolan spoke on wanting to discuss permits for work being done at the Farm. Mayor Marinaccio called the discussion out of order to prevent an Open Meeting Law violation.

**4.2. Board of Adjustment Applicant.** Interview and possible appointment of Robert Ellis.

Mr. Ellis was not in attendance so Council agreed to wait until he could attend before appointment.

**4.3. FY2012 Membership with the League of Arizona Cities and Towns.**

Discussion and possible action regarding this budget issue. Ken Strobeck, Executive Director of the League of Arizona Cities and Towns will be in attendance.

Mr. Strobeck and Doug Von Gausig spoke to Council on the benefits of membership with the League of Arizona Cities and Towns. There was no public comment on this item.

**4.4. Proclamation.** Municipal Clerks Week – May 1, 2011 through May 7, 2011.

The proclamation was read by Mayor Marinaccio.

Councilmember Wright spoke on needing volunteers for the Agua Fria Festival Committee. The next meeting is at Town Hall on May 16, 2011 at 6:30 p.m.

**5. Town Manager's Report.** Update on Current Events. None.

## 6. Consent Agenda.

**6.1.Minutes.** Minutes from the April 12, 2011 Special Meeting, April 12, 2011 Special Meeting, April 14, 2011 Special Meeting, April 15, 2011 Special Meeting, April 18, 2011 Special Meeting, April 19, 2011 Special Meeting, April 19, 2011 Regular Meeting.

Councilmember Nolan removed the April 12<sup>th</sup> Special (Study Session) Meeting Minutes from the consent agenda. Councilmember Wright made a motion to accept the remaining minutes (April 12, 2011 Special (Interview) Meeting, April 14, 2011 Special Meeting, April 15, 2011 Special Meeting, April 18, 2011 Special Meeting, April 19, 2011 Special Meeting, and April 19, 2011 Regular Meeting), seconded by Vice Mayor Rogers. It was approved unanimously.

Councilmember Nolan spoke on having agenda item 3.4 checked as to whether Staff was directed to include a Councilmember at the meeting with the land owner regarding the drainage issue. The April 12, 2011 Special (Study Session) Meeting Minutes will be on the next consent agenda with any necessary modifications.

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

Jack Hamilton spoke on Legal Counsel going to all of Council and his suggestion of where to place Executive Sessions on agendas. Mayor Marinaccio responded to the "criticism" by explaining he notified Council of the legal advice given by the Town Attorney.

**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.Drainage Project Contract.** Consideration to award a contract for drainage projects utilizing funding from Yavapai County Flood Control District. Discussion and possible action.

Town Engineer Berman gave an overview. Staff did not recommend Alternative 2A. Field inspections can be done by Public Works Operator Hanks.

Councilmember Nystrom made a motion to accept all 3 projects as listed on the memorandum, seconded by Councilmember Hiles.

Councilmember Nolan made a motion to do the first project on the list only, seconded by Councilmember McBrady. The motion failed by a 3-4 vote, Councilmembers Wright, Hiles, Nystrom and Mayor Marinaccio voting against.

A vote was taken on the motion to accept all 3 projects, which passed by a 4-3 vote. Council members Nolan, McBrady and Vice Mayor Rogers voting against.

**8.2.Wicklows and Cranberry Drainage Update.** Discussion and possible action on a solution for the drainage problem at Wicklows and Cranberry.

Town Engineer Berman gave an overview.

Public comment was taken on this item from Chuck Brandjes and Jack Hamilton.

Councilmember Wright made a motion to not allow the citizen to do the project, seconded by Councilmember Nystrom. The motion passed by a 6-1 vote, Councilmember Nolan voting against.

Councilmember Hiles recommended waiting until there is a Public Works Supervisor to pursue looking at other alternatives for this drainage issue.

**8.3. Town Engineer Vacancy.** Discussion and possible action on the Public Works Supervisor position.

Councilmember Nystrom made a motion to advertise for the Public Works Supervisor position, seconded by Councilmember Hiles. The motion passed by a 6-1 vote, Councilmember McBrady voting against.

Council directed Staff that the Public Works Operator, Ed Hanks can handle some questions and those others can come to Council for direction.

Councilmember Hiles made a motion to get an advertisement in as soon as possible, keeping it simple, to include Engineering Background Preferred, no town utilities and emphasis on road work, seconded by Councilmember Nystrom. The motion passed by a 4-3 vote, Councilmembers Nolan, McBrady and Vice Mayor Rogers voting against.

The advertisement will be placed in 6 locations: Courier, AZ Republic, League of Cities and Towns, Verde Independent, APWA and ASCE.

Councilmember Hiles made a motion to set the closing date of May 26, 2011, end of business day, seconded by Councilmember Nystrom. The motion passed by a 4-3 vote, Councilmembers Nolan, McBrady and Vice Mayor Rogers voting against.

**8.4. Discussion regarding on-call Engineering Services.** Presentation and possible action for a solution to the Town Engineer vacancy.

Town Engineer Berman gave an overview and reviewed the estimate sheet. There was discussion on grant monies. Public Comment was taken on this item from Jack Hamilton.

Councilmember Hiles made a motion to designate Willdan to be the On-Call Town Engineer for Dewey-Humboldt until further notice, seconded by Councilmember Wright. The motion passed by a unanimous vote.

Councilmember Hiles made a motion to authorize Willdan to proceed as necessary for the CDBG competitive, CDBG Regional and PARA grants as necessary, seconded by Councilmember Nystrom. The motion passed by a unanimous vote.

Public Comment was taken on this item from Lydia Chapman. Council thanked Joel Berman for his service with the Town.

**8.5. Salary Range modifications.** Discussion regarding the Town Planner's salary, which is higher than the new range set at the April 26, 2011 meeting.

The **Town of Dewey-Humboldt** has previously entered into a Master Agreement for engineering services on the above referenced project with Willdan. The Town now desires additional services to be rendered. It is hereby agreed that the following services are authorized and approved.

**PROJECTS: CDBG #116-12 (Placer) ROW Improvements**

**Type of Work:**

The Town desires to have Willdan perform the necessary design and specification for the current CDBG #116-12 (Placer) ROW **Improvements** through the Northern Arizona Association of Governments.

**SCOPE OF SERVICES:**

The basic services required for this project include a review of the projects with the Town and preparation of contract documents. Any required Pavement Design Summary, Materials Design Memorandum, Landscape Plans, Drainage Report; Telemetry Design would be an addition to this Scope of Work.

**TASK 1 CDBG #116-12 (Placer) ROW Improvements**

The Consultant shall prepare the documents and specifications in satisfactory for to bid the roadway improvements to roads and alleys in the area between the north side of McCabe Street and south side of Third Street and west side of Hecla Street to the east side of Azurite Street. This task includes a performance bid specification and bid package with location map and design details for the project. The documents prepared shall fulfill the purposes of the project and meet professional engineering standards. Consultant shall provide bidding assistance during the bid phase, including responding to questions and making a recommendation to the Town.

**TASK 2 ADDITIONAL SERVICES**

The consultant proposes construction administrations on a limited basis so as to stay current with construction progress. Services to include the following:

- Bid assistance(including Wells Addition Area)
- Conduct the pre-construction conference
- Review contractor submittals including schedule, mix designs, and shop drawings.
- Review contract modifications and change orders and make a recommendation to the Town
- Review and process contractor monthly pay estimates with concurrence from the Town Public Works Foreman
- Review and approve the contractors final pay request.

EXHIBIT C

AUTHORIZATION FOR SERVICES

---

**COST OF SERVICES:** Unless provided herein, it is agreed that the cost of services shall be as provided in Attachment "1" to this authorization. The agreed upon services are estimated to cost:

\$ 11,980.00

**PROJECT MANAGER:** Grant Anderson, P.E. is scheduled to be the Engineer's Project Manager and is fully responsible for seeing that the project is completed in compliance with the provisions of the Master Agreement.

**MASTER AGREEMENT:** The Master Agreement between the parties is incorporated and amended herein as if fully set forth.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012

---

Grant Anderson, P.E.  
Vice President  
WILLDAN ENGINEERING INC.

---

By:  
Town Mayor  
Town of Dewey-Humboldt

## Judy Morgan

---

**From:** Jim Geades <jgeades@willdan.com>  
**Sent:** Wednesday, March 28, 2012 12:15 PM  
**To:** Yvonne Kimball  
**Cc:** Grant Anderson  
**Subject:** CDBG Project

Yvonne

Below is a narrative for the work that is being proposed:

### Project description:

Installation of single and double chip seal on existing pavement and dirt roadways in the area known as the Placer/Wells Addition of Humboldt. Project includes installation of new 18-inch culverts and low water crossing where streets are currently being eroded. Design/build of new sidewalk along Hecla Street and Prescott Street. Improvements are made to approximately 10,170 linear feet of roadway, 20 to 24 feet in width and approximately 2120 linear feet of 5 foot wide sidewalk. Additional work includes grading of ditches, alleys and replacement and/or installation of new storm culverts. There is an option for headwalls and erosion protection to be placed at existing culverts.

Thanks

Jim Geades

Senior Engineer  
Willdan Engineering



**Dewey-Humboldt CDBG #116-12 (Placer) ROW Improvements  
Engineering Fees Attachment 1**

Task 1,2 **Data Review/Preliminary Design / Data Collection**

<u>Classification</u>	<u>Man-Hours</u>	<u>Hourly Rates</u>	<u>Labor Costs</u>
Project Manager	4	\$ 140.00	\$ 560.00
Senior Engineer	4	\$ 120.00	\$ 480.00
Drafter	2	\$ 90.00	\$ 180.00
		Sub-Total	\$ 1,220.00

Task 3,4 **Design and Contract Document Preparation**

<u>Classification</u>	<u>Man-Hours</u>	<u>Hourly Rates</u>	<u>Labor Costs</u>
Project Manager	12	\$ 140.00	\$ 1,680.00
Senior Engineer	30	\$ 120.00	\$ 3,600.00
Drafter	24	\$ 90.00	\$ 2,160.00
Clerical	5	\$ 55.00	\$ 275.00
		Sub-Total	\$ 7,715.00

Direct and Outside Expenses

Printing	\$ 95.00
Mileage	\$ 220.00
	Sub-Total

Total Labor	\$ 8,935.00
Expenses	\$ 315.00

<b>Total Design</b>	<b>\$ 9,250.00</b>
---------------------	--------------------

Task 6 **Construction Administration, Inspection and Approval**

<u>Classification</u>	<u>Man-Hours</u>	<u>Hourly Rates</u>	<u>Labor Costs</u>
Construction Engineer	20	\$ 120.00	\$ 2,400.00
		Sub-Total	\$ 2,400.00

Direct and Outside Expenses

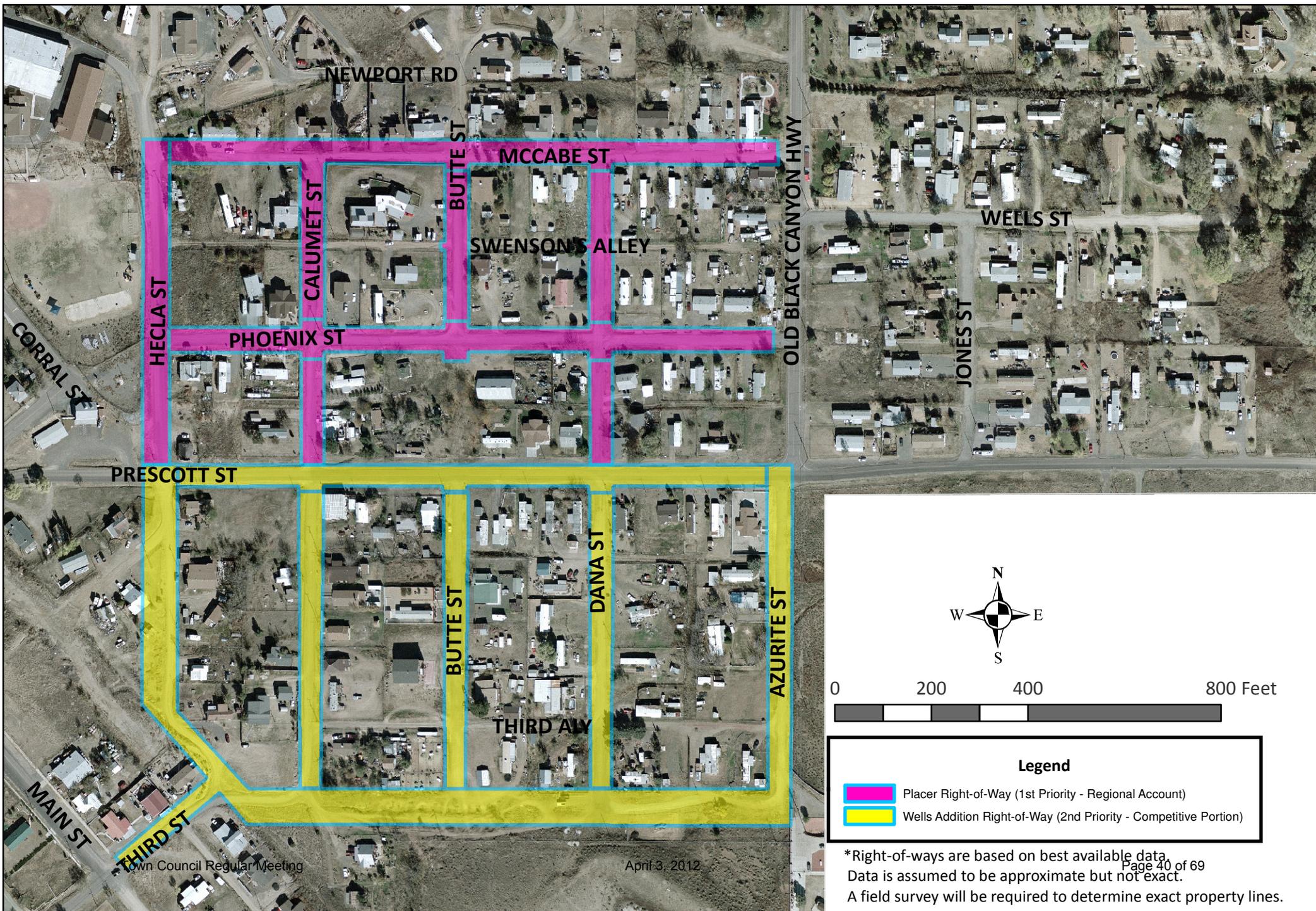
Mileage	\$ 330.00
	Sub-Total

Total Labor	\$ 2,400.00
Expenses	\$ 330.00

<b>Total Construction Admin</b>	<b>\$ 2,730.00</b>
---------------------------------	--------------------

<b>TOTAL DESIGN, CONSTRUCTION ADMINISTRATION AND INSPECTION</b>	<b>\$ 11,980.00</b>
---	---------------------

**TOWN OF DEWEY-HUMBOLDT  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) - 2011  
PROPOSED ROADWAY IMPROVEMENT PROJECTS**



## AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT, made and entered into this 30 day of June, 2009 is an AMENDMENT to the AGREEMENT FOR PROFESSIONAL SERVICES dated the 1<sup>st</sup> day of July 2008, by and between **the Town of Dewey-Humboldt, P.O. Box 69 Humboldt, Arizona 86329**, and **WILLDAN**, a Corporation, whose principal place of business is located at 75 North Dreamy Draw Drive, Suite 130, PHOENIX, Arizona 85020.

ADD:

### SECTION XVIII – COOPERATIVE PURCHASING

This Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, and/or rules and regulations of the respective entity and the approval of WILLDAN.

Willdan will perform the duties as outlined in Exhibit A which are described as follows and fit within four general categories:

1. Town Engineer Administrative Duties
2. Plan Review/Inspection
  - a. Building Safety and Civil Plan Review Services
  - b. Building Safety and Civil Inspection Services
3. Capital Projects
  - a. Prepare design plans and specifications
  - b. Construction Administration and Observation
  - c. Special Engineering Reports regarding such matters as assessment district formation, annexations, rate schedules, etc.
  - d. Project Management
4. Miscellaneous Services

WILLDAN shall be compensated for basic services rendered under Section I, as more particularly described in Exhibit "A", in accordance with the terms and conditions indicated in Exhibit "B," Compensation ; and WILLDAN shall be compensated for additional services rendered under Section II as more particularly described in a fully approved and executed addendum to this Agreement. If no addendum is executed, then WILLDAN shall be compensated at its then prevailing hourly rates for such additional services. All compensation for extended use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents and other political subdivisions of the State, shall be paid by the contracting agency and no liability is residual to the Town of Dewey-Humboldt.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, the day and year first above written.

**WILLDAN**

By:   
(Signature)

AK  
Name: **Tom Kouris**  
(Typed)

Title: Southwest Operations Leader

Address: 7500 N. Dreamy Draw Drive  
Suite 130, Phoenix, AZ 85020

Telephone: 602-870-7600

\_\_\_\_\_

**TOWN OF DEWEY-HUMBOLDT**

By:   
(Signature)

Name: William Emerson  
(Typed)

Title: Town Manager

Address: 2735 S Highway 69  
HUMBOLDT, AZ 86329

Telephone: 928 632-7362

\_\_\_\_\_

TOWN OF DEWEY-HUMBOLDT  
AGREEMENT FOR CONSULTANT SERVICES  
(Independent Contractor Agreement)

THIS AGREEMENT made this 15<sup>th</sup> day of July 2008, by and between the Town of Dewey-Humboldt, an Arizona municipality (the "Town"), and Willdan, Inc., a California corporation ("Consultant").

WHEREAS, the Town desires to enter into an agreement with Consultant to serve as Town Engineer, and to provide for the terms and conditions under which Consultant might be so contracted; and

WHEREAS, Consultant desires to serve in such position, under the terms and conditions outlined, herein.

NOW THEREFORE, in consideration of the mutual covenants, promises and payments hereinafter set forth, it is agreed between the parties as follows:

1. Scope of Services. The Scope of Services is attached hereto as **Exhibit A** (the "Scope"). Consultant agrees and covenants to fully perform all the acts contained in the Scope, in accordance with the time schedules or phases contained therein, except as may be modified in accordance with **§ 1.2**.

1.1. Phase Structure. The Town may terminate this Agreement, without cause, upon completion of any phase of a project for which Consultant's services are utilized, with payment to Consultant for its work done on those phases completed to that point constituting full compensation.

1.1.1. Within any proposal provided to Town by Consultant for services on a multi-phase project, all Consultant fees must be allocated for each of the phases in proportion to the amount of work for which Consultant is to be compensated for that phase.

1.1.2. Consultant stipulates and agrees that the time frames stated within the Scope shall be and are realistic for the work of each phase.

1.1.3. Consultant understands that the Town intends to, and should be entitled to, strictly enforce the time frames and other performance measures as indicated by Consultant within the Scope, but will allow for time extensions if conditions occur which are deemed to be outside the Consultant's reasonable control and the Consultant promptly requests an extension, in writing, and memorializes within such request the specific bases for such extension.

1.1.4. Approvals. Each work phase and selected sub-phases, especially including project cost estimates, are subject to Town approval and acceptance before the work proceeds further. The Town is responsible to respond within thirty (30) days to requests for approvals, disapprovals, or demand for corrections. The Town Public Works Director or Town Manager is authorized to act on behalf of the Town throughout the entire project.

1.2. Change Orders. Change Orders are amendments to this Agreement. Consultant agrees that no Change Orders will be submitted to the Town except for unforeseeable circumstances which could not have been foreseen prior to the execution of this Agreement and are, therefore, otherwise outside of Consultant's control. For example, the conduct and performance of all consultants, financiers, and employees/sub-contractors of the Consultant are herein understood to be foreseeable matters, and therefore within the Consultant's control. Change Orders must be submitted within thirty (30) days of the date that the event or circumstance arises (or the first time such circumstance should have been reasonably discerned) justifying the Change Order, or the Change Order shall be justifiably denied. The Town must respond in writing within thirty (30) days to accept, deny, or request additional information: failure by the Town to respond within thirty (30) days is presumed to be a request for additional information and not an approval or waiver.

1.3. Term. Unless terminated sooner pursuant to § 1.1, this Agreement will be for an initial term of two (2) years from the date first listed above, with three (3) automatic one (1) year extensions unless either party gives notice to the other in writing at least ninety (90) days prior to the beginning of the succeeding term.

1.3.1. Cancellation: Pursuant to the specific language and allowance of ARS § 38-511, the Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Town of Dewey-Humboldt is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement.

## 2. Fees and Payments.

2.1. The Fee and Payment Schedule for any and all compensation to be sought by Consultant, hereunder, is attached hereto as **Exhibit B** (the "Fee Schedule"). Consultant agrees to accept the compensation contained on the Fee Schedule as full compensation for all of the work contained in the Scope.

2.2. Fees are fully payable within thirty (30) days from the date upon which the related work has been completed and accepted, in writing, by the Town. Progress payments are appropriate for all but minor phases, based upon a mutually agreed state of completion, as specifically referenced and addressed within the Scope. Payments shall be withheld if there are shortfalls in Consultant activity or delivery, or may otherwise be adjusted pending full and satisfactory completion of the Scope.

2.3. Consultant must include a statement, listing work done by specific task, of services completed as part of each invoice submitted for payment. Such a statement shall justify the invoice based upon the method of compensation. For example, for "lump sum" compensation, the requirement will include the tasks or percentage of task(s) completed to date. For a cost-based contract, the statement must include an accounting for staff hours or days of services included in the invoice.

3. Consultant Project Staff. Consultant agrees that the key individuals (such as managers, firm principals, and technical experts responsible for fulfilling this Agreement) named in the Request for Qualifications, attached hereto as **Exhibit C**, will not be changed nor will the work allocated to such individuals change without the prior written consent of the Town. Removal or reappointment of the project manager-designate is hereby defined to constitute a material breach of this Agreement. The Town's interest in withholding or granting prior written consent is in ensuring continuity in the completion of work, avoiding costs of redundancy where possible, and that Consultant personnel replacements possess qualifications acceptable to the Town.

4. Miscellaneous.

4.1. Disputes.

4.1.1. Attorney's Fees. In the event of a material breach of this Agreement, the non-breaching party shall be entitled to be compensated by the breaching party for the reasonable amount of their attorney's fees so incurred, regardless of whether the matter results in litigation.

4.1.2. Alternative Dispute Resolution. Any dispute arising, hereunder, shall be resolved through mediation and, if thereafter necessary, binding arbitration as the sole remedy and recourse of either party. Both Parties hereby agree to participate in such proceedings in good faith. The parties also agree to engage in the cooperative defense of any third party suits, and the parties further agree to defer resolution of any issues which may arise between them in the course of this Agreement until any third party matters are resolved.

4.1.3. Jurisdiction and Venue. Except as provided by **§ 4.1.2**, jurisdiction and venue for any and all matters arising pursuant to this Agreement shall be in Yavapai County, Arizona.

4.1.4. Applicable Law. The applicable law in regard to the interpretation of the provisions of this Agreement shall be the laws and ordinances of the State of Arizona, Yavapai County, and the Town as such are found to exist as of the date of the execution of this Agreement.

4.1.5. Provisions in Violation of Law. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.

4.1.6. Waiver. Either Party's waiver of any term, condition, covenant or provision, or breach of any term, condition, covenant or provisions, must be in writing and shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.

4.2. Document issues.

4.2.1. Headings. The headings used in this Agreement are for general reference only and are not a part of the Agreement.

4.2.2. Drafting of Documents. This Agreement shall be interpreted as having been drafted by both parties.

4.2.3. Documents Constituting Entirety of Agreement. This Agreement, along with all additional documents and exhibits attached and referred to by this Agreement, comprise the final and complete repository of the understandings between the Parties and supersede all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement. In the event of a conflict between this Agreement and any of its exhibits, the terms should be attempted to be harmonized; but if that is not possible, then the terms of the Agreement will prevail over any language in any of the exhibits.

4.2.4. Writings Required. This Agreement, including the exhibits hereto, constitutes the entire Agreement between the parties. In that regard, the content, terms, provisions, understandings and entitlements of any and all additional documents, conversations, understandings, etc., alleged to otherwise exist or have occurred, shall be deemed to have been merged into the specific contents of this Agreement, with the provisions of this Agreement being all that remains enforceable. This Agreement shall only be amended or modified in writing executed by the parties, and this Agreement and any such modifications and amendments shall be binding upon the parties. Notices are proper when sent by U.S. Mail or by facsimile to the following addresses.

If to the Town: Town of Dewey-Humboldt  
P.O. Box 69  
Humboldt, AZ 86329  
Facsimile: 928-632-7365

If to Consultant: Willdan, Inc.  
Attn: Regional Manager  
7500 N. Dreamy Draw Dr., Ste. 130  
Phoenix, AZ 85020  
Facsimile: 602-870-7601

#### 4.3. Risk Management.

4.3.1. Indemnification. Consultant shall indemnify and defend the Town against any claim of wrongdoing and/or negligence in regard to the services provided by Consultant, its principals, agents, representatives and/or employees, hereunder.

4.3.2. Insurance and Liability Issues. Consultant shall protect and hold the Town harmless concerning any and all matters arising or alleged to have arisen in regard to the conduct of Consultant and Consultant's agents, employees and representatives in their course of work engaged in pursuant to the Scope of this Agreement. The Town shall protect and hold Consultant harmless concerning any and all matters arising or alleged to have arisen in regard to matters not under Consultant's control and/or outside the Scope of this Agreement. Consultant shall maintain in force at its own cost and expense at all times during the performance of this agreement the following policies of insurance:

4.3.2.1. Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law.

4.3.2.2. Comprehensive General Liability Insurance (bodily injury and property damage), the limits of which shall not be less than one million dollars (\$1,000,000) combined single limit per occurrence and three million dollars (\$3,000,000) general aggregate.

4.3.2.3. Automobile bodily injury and property damage liability insurance, the limits of which shall not be less than one million dollars (\$1,000,000) combined single limit per occurrence. Such insurance shall extend to owned, non-owned and hired automobiles used by Consultant's employees, agents or assigns in the performance of this contract.

4.3.2.4. Professional Liability Insurance covering negligent acts, errors or omissions of Consultant, the limits of which shall not be less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) annual aggregate.

4.3.2.5. Each insurance policy required by this Agreement shall provide for thirty (30) days prior written notice of cancellation to the Client, ten (10) days notice if cancellation is due to nonpayment of premium.

4.3.2.6. Each insurance policy required by this Agreement, except policies for Workers' Compensation/Employer's Liability and Professional Liability, shall name the Client its officials and employees as additional insured and be primary and in excess of any coverage carried by the Client.

4.3.2.7. Prior to commencement of any work under this Agreement, Consultant shall deliver to the Client insurance certificates confirming the existence of the insurance required by this Agreement, indicating policy expiration dates and including the applicable provisions referenced above.

#### 4.3.3. Compliance with Civil Rights.

4.3.3.1. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

4.3.3.2. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination in federally-assisted programs.

4.3.3.3. Solicitations for Subcontractors Including Procurement of Materials and Equipment. In all solicitation, either by competitive bidding or negotiation, made by Consultant for work to be performed under a subcontract including procurement of materials or leases of equipment, each potential subcontractor, supplier,

or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, religion, color, sex or national origin.

4.4. Relationship of the Parties.

4.4.1. Independent Contractor Status. Consultant shall be an independent contractor and shall have responsibility for and control over the details and means of providing the services anticipated pursuant to this Agreement.

4.4.2. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Parties, but shall not be assigned by either party without written consent of the other party.

4.4.3. Representational Authority. Consultant has no authority to commit the Town or make significant decisions on the Town's behalf, especially with respect to right-of-way acquisitions, sole source specifications, award of contracts, and approval of construction payments and change orders. Additionally, Consultant and Consultant's agents, employees and representatives shall not make public statements or respond to media inquiries regarding any condition, circumstances, aspect or element of any work done, to be done, or which is anticipated to be done by Consultant for the benefit of the Town.

4.4.4. Confidentiality. Consultant may not release information (including future Consultant publication of project information, such as in papers, articles, or advertising) related to the Agreement except upon written approval of the Town, or as required by law.

4.4.5. Ownership of Documents and Innovative Solutions. All original materials, concepts, methods, or products created by Consultant pursuant to this Agreement are the property of the Town and must be delivered to the Town on or before final completion of the work contained in the Scope. The Town agrees that it will not modify documents without Consultant's consent, in keeping with professional license laws; however, there are no such restrictions/limitations on the Town's reuse or sale of such intellectual property.

4.4.6. Authority to Execute. Those natural persons executing this Agreement on behalf of the actual Parties assert, through their signatures, that the entity they represent has reviewed this Agreement, understands its content, has authorized its execution by the natural person signing the Agreement and agrees to be bound by its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement.

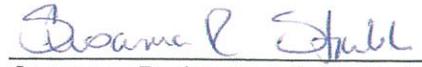
TOWN:  
Town of Dewey-Humboldt, an Arizona  
municipality

  
\_\_\_\_\_  
William Emerson, Town Manager

ATTEST:

  
\_\_\_\_\_  
Town Clerk

CONSULTANT:  
Willdan, Inc., a California corporation

By:   
\_\_\_\_\_  
Susanna R. Struble, P.E., Sr. V.P.,  
Regional Manager, Director

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kenton D. Jones, Town Attorney

S:\Finance\Procurement\RFQs\Engineer Contract\June 2008\Willdan Contract 6-13-2008.doc

**EXHIBIT A**  
**Scope of Work**

Consultant will perform all of the following duties.

1. Town Engineer Administrative Duties.

1.1. Services.

1.1.1. Analyze the needs and prepare and administer long and short range programs consistent with the economic capabilities of the Town.

1.1.2. Attend staff level meetings with the staff, developers, contractors and the general public.

1.1.3. Attend Town Council meetings and other Town meetings.

1.1.4. Review and comment on infrastructure planning programs and land development design standards.

1.1.5. Recommend regulations pertaining to engineering matters.

1.1.6. Provide technical assistance for Town personnel.

1.1.7. Advise the Town as to engineering and construction financing available from other governmental agencies and when so directed, prepare and initiate application for such funding as a miscellaneous service assignment.

1.1.8. Establish working relationships and coordination with Town citizens, other public agencies such as Yavapai County, and private utilities involving engineering matters affecting the Town.

1.1.9. For development once plats and plans are approved for compliance with planning and engineering aspects, establish bonding requirement and provide for the issuance of construction permits of the development and posting and release of securities as necessary.

1.1.10. Check plans and specifications and provide construction administration and observation for Town projects designed by others.

1.1.11. Revision or preparation of a five (5) year road maintenance plan, including preparation of relevant criteria and any necessary public meetings.

1.2. Deliverables.

1.2.1. The designated Town Engineer will perform these services through phone access from the Town to Consultant's office. The Town will work with Consultant's IT department to facilitate such access.

1.2.2. The designated Town Engineer will be on-site one day per week at the Town's offices and available for attendance to meetings for Council and other boards and commission as necessary.

1.2.3. The Town Engineer will prepare on a monthly report outlining duties performed during the month. Said report will be provided to the Town Manager for review.

2. Plan Review/Inspection. From time to the time the Town will require the Town Engineer to review and inspect plans for residential and commercial developments, said plans may be either engineering or building plans. Consultant will perform said plan reviews as follows:

2.1. Building Safety Plan Review. Consultant will provide administration, supervision, inspectors, and plans examiners to the Town as needed to provide for the continuing operation of the Town's Development and Building Code operation to include plan check covering the following construction design elements:

- Architectural and Life-Safety ..... (2006 IBC)
- Structural..... (2006 IBC)
- Electrical..... (2005 NEC)
- Plumbing ..... (2006 IPC, IFGC)
- Mechanical ..... (2006 IMC)
- Fire Review ..... (2006 IFC)
- Disabled Access Regulations ..... (2003 ANSI A117.1)
- Residential Zoning..... (2006 IRC)

2.2. Civil Plan Review. Consultant will provide review of plats, improvement plans and other submittals for land divisions for proposed developments and other permitting requests in accordance with the Town's adopted codes and ordinances. Consultant will also establish performance bond amounts when required and require the posting of such securities and other development fees within the proper time sequence of such development review. Additionally, Consultant will provide such necessary and related functions as are the normal practice of the Town in the Town engineering review of private developments.

2.3. Services.

2.3.1. Administration.

2.3.1.1. Consultant shall, at the request of the Town examine plans and for compliance with the applicable Development, Building, Plumbing, Mechanical, Electrical and Fire Codes and other pertinent and State regulations falling within the purview of the Town Engineer and Building Official including zoning and accessibility requirements.

2.3.1.2. Consultant shall have the protection from liability afforded by applicable Building Code to the maximum extent permitted by law when Consultant is acting pursuant to such work outlined herein. This provision is not intended and shall not operate in any way to increase Town's liability or to decrease its lawful immunity from liability.

2.3.1.3. Consultant will serve as an extension of the Town staff and will provide the necessary process of plan review and development documentation and background to the Town to support Town decisions on projects.

2.3.2. Plan Review. Consultant will perform plan review for projects, after receipt of reasonable complete plans and all necessary supporting data. Consultant will document any individual circumstance, non-compliance or anticipated difficulty, which may have an effect on plan review, permitting or inspection services. Upon request by the Town that a plan review is ready for review Consultant will perform the following tasks:

2.3.2.1. Consultant will pick up plans from the Town either through a courier or by mail from the Town. Pick up of plans will be cost-free and delivery to applicants and the Town by utilizing the services of Federal Express, California Overnight, or local same-day service. In addition, Consultant can provide for applicants and the Town to submit plans electronically through website access.

2.3.2.2. Once received at our office, project details are entered into our exclusive computerized plan check tracking system (PCTS) accessible by the Town through website access. The project documents will be given a preliminary review for completeness, thus ensuring all materials required for review are present. Each plan set will be assigned a project task tracking number, and entered into a distribution network that ensures all disciplines requiring plan review are evaluated by professionals in that field, whether it be architectural, structural, life safety, mechanical, electrical, plumbing, fire, accessibility, engineering, platting or zoning compliance.

2.3.2.3. Consultant will review building plans for conformance with the Town's adopted development and building codes and related Department policies, directives, and other applicable laws.

2.3.2.4. Plan review will be coordinate reviews and enter comments through our plan tracking software that provides customized reports suitable to each client. Consultant provides all administrative, professional, and other technical resources necessary to review designs for completeness and correctness. Our reviews are defined by drawings, specifications, design calculations, and special reports based upon the Town's adopted editions of codes, ordinances, regulations, and standards.

2.3.2.5. Upon completion of our review and upon request by Town staff, Consultant will transmit rough drafts of our comments to the Town for review prior to preparation of final copies. This gives the Town the prerogative of changing, modifying, or adding any comments they desire. Following approval of draft comments, final copies are printed on Town letterhead, or as otherwise directed, and forwarded to the applicant for their response.

2.3.2.6. Plan review comments or notification will be in the form of a letter identifying that this is a first or second or subsequent review of the plans and listing all items for correction, including the code reference requiring the correction. Communications between Consultant and the applicant will be cost free to the applicant, including toll-free telephone communications. Upon completion of a plan review the Town will receive a copy of the review letter and be notified of completion of the review.

2.3.2.7. Resolution of comments will be accomplished by telephone or meetings prior to receipt of submitting corrected plans and documents. Consultant will respond to all inquiries regarding code requirements and plan check procedures relating

to assigned projects. Such inquiries will be made to the applicant's place of business or at the Town's offices.

2.3.2.8. Upon final review of the plans Consultant will provide an approval letter with all approved plans and identifies the plans as approved. Upon approval Consultant shall stamp each sheet of the plans reviewed, verifying that the plans are in compliance with the Town adopted codes and ordinances and State regulations, before returning to the Town for final dispensation. A letter of transmittal will accompany all approved plans. Consultant will maintain all records regarding plans reviews and turn-around times inclusive of web access for the Town's records or review, through our exclusive plan check tracking software.

2.3.2.9. Permits may be issued once all conditions of approval have been met.

2.3.2.10. Frequently, on larger projects, Consultant provides up-front consultation services with the Town's staff, applicant, and designer to ensure that all parties completely understand the Town's standards and submittal requirements, as well as timelines to assure completion as scheduled.

2.3.3. Inspection. Consultant's inspectors will function as an extension of the Town's inspection staff and, as such, will conform to all of the Town's policies and procedures. Consultant staff will fully familiarize themselves with all forms and processes the Town currently has in place. Building inspectors will report directly to the Town's Building Official or Town designee. Civil or public works inspectors will report to the Town engineer. Consultant will perform each of the following tasks as assigned by the Town:

2.3.3.1. Consultant shall upon request of Town perform inspections as outlined and defined by the Town's adopted Codes to effect compliance with the adopted Code and any other pertinent Town and State regulations falling within the purview of the Town.

2.3.3.2. When requested, a qualified inspector(s) will be assigned to the Town to perform multi-disciplined or specialized inspections as required. Inspection records and reports will be maintained at Town's inspection offices for use in documentation of projects and statistical reports.

2.3.3.3. The assigned inspector(s) will respond to construction inspection requests, as required by the codes and ordinances adopted by the Town, as well as complaints, reported zoning violations, and observed construction activity without permits.

2.3.3.4. Consultant inspectors and supervisors will report to the Town prior to any inspection and at the end of each regular work assignment to complete required paperwork and report inspection results into the Towns inspection tracking system.

2.3.3.5. Consultant will provide its inspectors with a cell phone, hand tools, necessary reference books and safety equipment and a vehicle insured in compliance with the Town's requirements to satisfactorily perform the complex task of

combination building or public works inspections. All Consultant inspectors possess valid Arizona driver's license.

2.3.3.6. Consultant will respond to telephone inquiries about code requirements and inspection procedures relating to assigned projects. Inquiries may be related to in-progress or completed inspections.

2.3.3.7. Consultant will use existing Town correction notices and forms and shall follow all policies and procedures of the Town's inspection section.

2.3.3.8. Consultant will maintain a high level of customer service to the Town's staff and community. In addition to the Town's established workday schedule, our staff will be available, as directed by the Town, beyond scheduled hours.

2.3.3.9. When requested, qualified Consultant staff will be available to provide technical code assistance on projects under construction in Town. This assistance is available over the telephone or in person.

2.3.3.10. For public works inspection of developments the public works/civil inspector will be available 2-3 times per week inspections. The developer will be responsible to retain an engineer of record for the overall responsibility for compliance inspection and "As-Built" preparation. The Consultant supplied inspector will facilitate a pre-construction meeting with the Engineer of Record, the representatives of testing companies, and the contractors regarding permitting for inspection requirements and compliance testing. Additionally the inspector will hold regularly scheduled construction meetings with the Town and the engineer of record to facilitate project scheduling, changes or costs. The inspector will review the engineer or record's weekly progress reports, including the results of all tests taken during that week.

2.4. Deliverables.

2.4.1. Civil and Building Safety Plan Review. Consultant shall provide the services indicated above which include, comment letters, tracking system available to the Town through Consultant's website and upon approval stamped plans stating that the plans are in compliance with the Building, Plumbing, Mechanical and Electrical Codes, General Plan, Subdivision Ordinance, Zoning Ordinance and other pertinent Town and State regulations. Consultant will also be available for the attendance to review meetings with staff or applicants to facilitate compliance.

Plan Review will be performed within the following timelines:

Type of Plan	Initial Review	Recheck	Expedited Initial/Recheck
Residential, including additions and/or accessory buildings	10 working days	5	5/3
Single-Family Dwelling	10 working days	5	5/3
Duplex Dwelling	10 working days	5	5/3
Multi-Family Residences (Three Units or more)	14 working days	7	7/5

Commercial/Industrial Buildings	14 working days	7	10/7
Plats/Subdivision Improvements	14 working days	7	10/7
Site/Encroachment Permits	10 working days	5	5/3

\* Times begin on the date which the plans are received from the Town and working days are defined as a normal workday, Monday through Friday, except for legal holidays observed by the Town.

2.4.2. Building Safety and Encroachment Permit Inspections. Upon request by the Town building and encroachment permit inspections will be performed on the same business day as assigned, with a 24-hour notice of request by the Town.

2.4.3. Development/Subdivision Inspections. Upon approval of subdivision or development plans for construction Consultant will provide a construction permit for the facilities through the Town Engineer and provide inspection and coordination of construction as outlined in Item 2. J above. Scope of these services will be detailed and authorized by the town prior to proceeding with the inspection.

3. Capital Projects. From time to the time the Town may request that Consultant perform design and construction of infrastructure projects. Consultant will perform these services based upon an agreed upon scope, and deliverables with the Town per each project assignment and authorization to proceed with the work. Work tasks may include:

3.1. Preparation of plans and specifications;

3.2. Design survey; construction survey; construction administration and observation; or

3.3. Preparation of special engineering reports regarding such matters as drainage, traffic/transportation or water/wastewater.

4. Miscellaneous Services. As the Town may from time to time have the need for other services not specifically listed in this Agreement, which Consultant has the necessary experience and capabilities to provide, the Town may authorize Consultant to perform such selected services on an as-needed basis. Services may include such work items as assessment district formation, annexations, rate schedules, capital improvement plan preparation, grant application, etc. Consultant will perform these services based upon an agreed upon scope, and deliverables with the Town per each project assignment and authorization to proceed with the work.

**EXHIBIT B**

**Fee and Payment Schedule**

1. Town Engineer Administrative Duties. The Town will compensate the Consultant for Town Engineer Administrative Duties provided under **Exhibit A § 1** at rate of:

1.1. Fifty two thousand dollars (\$52,000) per year, paid at the rate of four thousand three hundred thirty three and thirty three one-hundredths dollars (\$4,333.33) per month for a maximum of thirty five (35) hours per month of work performed by the designated Town Engineer, and specifically includes attendance by the designated Town Engineer at the Town facilities one (1) day a week and one (1) Council or Town commission meeting per month.

1.2. Hours spent by Town engineer beyond the thirty five (35) hours or attendance to Town Council or commission meeting in excess of one (1) per month on Town engineering matters will be documented and charged at an hourly rate of one hundred fifty dollars (\$150) per hour.

1.3. Mileage and time spent in travelling to the Town facilities is not chargeable to the Town for Town Engineer Administrative Duties.

2. Plan Review Services. The Town will compensate the Consultant for Plan Review services provided under **Exhibit A § 2** as follows:

2.1. Building Safety Plan Review.

Structure Type	First and Second Review	Third/Additional Reviews
Single-Family Residences/Duplexes/Garages/Other Structures	75% of Town Plan Check Fee	Hourly per <b>Exhibit B-1</b>
Multiple Residences	75% of Town Plan Check Fee	Hourly per <b>Exhibit B-1</b>
Commercial Buildings/Industrial Buildings/Other Related Structures	75% of Town Plan Check Fee	Hourly per <b>Exhibit B-1</b>

2.2. Preliminary and Final Plat Review. The Town will compensate the Consultant for Preliminary and Final Plat Review services at the rate of two hundred fifty dollars (\$250) per plat plus ten dollars (\$10) per lot. This fee includes attendance at one (1) Planning and Zoning Meeting, one (1) Technical Advisory Committee meeting and one (1) Council Meeting. To receive this rate, the Town must ensure that submitted plats have a minimum scale of 1"=20' reproduction and includes one (1) Title Report with Schedule B items included. Preliminary Drainage Reports and Phase I Environmental Site Assessment Reports are separately compensated per the rates on **Exhibit B-1**.

2.3. Improvement Plan/Site Plan/Encroachment Permit Review. The Town will compensate the Consultant for Improvement Plan/Site Plan/Encroachment Permit Review at the rate of two hundred fifty dollars (\$250) per sheet for the 1<sup>st</sup> and 2<sup>nd</sup> Review. This fee includes one (1) meeting at the Town to review redline comments with Town Staff, Developer or applicant, and Developer's Engineer. 3<sup>rd</sup> and subsequent

reviews will be separately compensated per the rates on **Exhibit B-1**. To receive this rate, the Town must ensure that submitted sheets must feature plans separated (Paving/Grading/Water/Sewer/Final Plat) and at a minimum scale of 1"=40'

2.4. Report Review. The Town will compensate the Consultant for Report Review at the rate of four hundred dollars (\$400) for up to four (4) hours of review time for the 1<sup>st</sup> and 2<sup>nd</sup> reviews. Later reviews and hours in excess of four (4) hours will be separately compensated per the rates on **Exhibit B-1**. Consultant is capable of reviewing at least the following classes of report: Traffic Report, Geotechnical Reports, Water Distribution Report, and Sewer Report.

3. Inspection Services. The Town will compensate the Consultant for Inspection Services provided under **Exhibit A § 2** as follows:

3.1. Building and Encroachment permit inspections. The Town will compensate the Consultant for Building and Encroachment permit inspections on an hourly basis per the rates on **Exhibit B-1**.

3.2. Development/Subdivision Inspections. The Town will compensate the Consultant for Development/Subdivision Inspections on a negotiated fee basis. Fees for such requests shall be detailed and confirmed by an Authorization of Services in the form of **Exhibit B-2**.

4. Capital Projects Services. The Town will compensate the Consultant for Capital Projects services provided under **Exhibit A § 3** on a negotiated fee basis. Fees for such requests shall be detailed and confirmed by an Authorization of Services in the form of **Exhibit B-2**.

5. Miscellaneous Services. The Town will compensate the Consultant for Other Miscellaneous services provided under **Exhibit A § 4** on a negotiated fee basis. Fees for such requests shall be detailed and confirmed by an Authorization of Services in the form of **Exhibit B-2**.

**EXHIBIT B-1**

**Schedule of Hourly Rates**

Community Development.

Division Manager I & II.....	\$150.00
Principal Planner .....	\$115.00
Senior Planner .....	\$100.00
Associate Planner.....	\$80.00
Assistant Planner II.....	\$75.00
Assistant Planner I.....	\$65.00
Planning Tech.....	\$60.00

Engineering.

Regional Manager (Principal) .....	\$165.00
Division Manager I & II.....	\$150.00
City Engineer I & II.....	\$140.00
Project Manager I & II.....	\$140.00
Supervising Engineer .....	\$125.00
Senior Engineer .....	\$120.00
Supervisor Survey/Mapping.....	\$125.00
Associate Engineer II.....	\$115.00
Associate Engineer I.....	\$100.00
Sr. Design Manager.....	\$115.00
Design Manager .....	\$100.00
Sr. Designer II.....	\$100.00
Sr. Designer I.....	\$85.00
Designer II .....	\$75.00
Designer I .....	\$70.00
Design Engineer II .....	\$75.00
Design Engineer I .....	\$75.00
Sr. Drafter .....	\$75.00
Drafter II.....	\$70.00
Drafter I.....	\$60.00

Technical Aide .....	\$55.00
<u>Construction Management.</u>	
Division Manager I & II.....	\$150.00
Project Manager I & II.....	\$140.00
Senior Construction Manager.....	\$120.00
Construction Manager .....	\$110.00
Assistant Construction Manager.....	\$95.00
Utility Coordinator .....	\$100.00
Supv. Public Works Observer.....	\$100.00
Sr. Public Works Observer II .....	90.00
Sr. Public Works Observer I .....	\$85.00
Public Works Observer II.....	\$75.00
Public Works Observer I.....	\$70.00
Assistant Public Works Observer .....	\$65.00

<u>Building.</u>	
Division Manager I & II.....	\$150.00
Building Official.....	\$125.00
Deputy Building Official.....	\$115.00
Supervising Plan Check Engineer .....	\$120.00
Plan Check Engineer (FP).....	\$115.00
Sr. Plans Examiner.....	\$100.00
Plans Examiner II .....	\$90.00
Plans Examiner I .....	\$90.00
Plans Examiner Aide .....	\$55.00
Inspector of Record .....	\$110.00
Supervising Building Inspector .....	\$105.00
Sr. Building Inspector .....	\$90.00
Building Inspector (Fire).....	\$80.00
Assistant Bldg Inspector I .....	\$70.00
Supervising Construction Permit Specialist.....	\$80.00
Sr. Construction Permit Specialist .....	\$75.00
Construction Permit Specialist.....	\$70.00
Assistant Construction Permit Specialist .....	\$60.00

Code Enforcement.

Division Manager I & II.....	\$150.00
Code Enforcement Supervisor.....	\$90.00
Sr. Code Enforcement Officer.....	\$70.00
Code Enforcement Officer.....	\$65.00
Assistant Code Enforcement Officer.....	\$55.00

Administration.

Admin Supervisor II.....	\$80.00
Admin Supervisor I.....	\$65.00
Admin Assistant I & II.....	\$55.00
Word Processor.....	\$50.00
Information Specialist.....	\$45.00

Additional billing classifications may be added during the year as new positions are created. The above schedule is for straight time. Upon prior written approval from the Town, overtime will be charged at 1.25 times the standard hourly rates including Saturdays, while Sundays and holidays will be charged at 1.70 times the standard hourly rates. Mileage and staff time spent travelling to or from the Town are not reimbursable or chargeable. Mileage to other locations measured from Town Hall is reimbursable at the IRS legal rate (currently \$0.505 per mile). Subconsultants approved by the Town in writing will be charged with 10% markup of their current rate schedule.

**EXHIBIT B-2**

**Authorization of Services**

The Town of Dewey-Humboldt has previously entered into a Master Agreement for engineering services on the above referenced project with Willdan. The Town now desires additional services to be rendered. It is hereby agreed that the following services are authorized and approved.

SCOPE OF SERVICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCHEDULE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COST OF SERVICES: Unless provided herein, it is agreed that the cost of services shall be as provided in Attachment 1 to this authorization. The agreed upon services are estimated to cost: \$ \_\_\_\_\_

PROJECT MANAGER: shall be the Engineer's Project Manager and is fully responsible for seeing that the project is completed in compliance with the provisions of the Master Agreement.

MASTER AGREEMENT: The Master Agreement between the parties is incorporated and amended herein as if fully set forth.

DATED this \_\_\_ day of \_\_\_\_\_, 20\_\_.

TOWN:  
Town of Dewey-Humboldt, an Arizona municipality

CONSULTANT:  
Willdan, Inc., a California corporation

By: \_\_\_\_\_  
Susanna R. Struble, P.E., Sr. V.P.,  
Regional Manager, Director

ATTEST:  
  
\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Kenton D. Jones, Town Attorney

## EXHIBIT C

### Key Personnel

All Town Engineer Administrative Duties will be provided by Division Manager of Municipal Services Grant I. Anderson, P.E., by Supervising Engineer James S. Paustian, P.E., R.L.S., or by City Engineer David P. Gue, P.E.; however, support staff may be used to provide clerical, graphics or report production as needed.

Other services may be provided by such personnel as Consultant determines, unless and until the Town objects in writing.



[Page intentionally left blank]



**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:** April 3, 2012

**Date of Request:** March 25, 2012

**Type of Action:**  Routine/Consent  Regular

**Requesting:**  Action  Report Only

**Agenda Item Text (a brief description for placement on the agenda; please be exact):**  
Purchase of Security Cameras for Town Hall per previous Council approval.

The Town Manager and Accountant may not be aware of the vote.

**Purpose and Background Information (Detail of requested action).** During budget discussions (see May 24-25,2011 Minutes) Council passed a motion by a vote of 6-1, to set aside \$2,000 to purchase Security Cameras for Town Hall. This agenda item is to make staff aware of the need to purchase and install the equipment FY11.

**Staff Recommendation(s):** \_\_\_\_\_

**Budgeted Amount:** \$2,000

**List All Attachments:** Copy of Page 4 of Minutes for May 24-25, 2011; 2 Costco ads

**Type of Presentation:** Oral

**Special Equipment needed:**  Laptop  Remote Microphone

Overhead Projector  Other: \_\_\_\_\_

**Contact Person:** CM Wright

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

S:\FORMS\Council Action Request Form Template.docx

Town Council Special Meeting Minutes, May 24-25, 2011  
**SPECIAL SESSION MEETING CONTINUATION, TOWN COUNCIL OF DEWEY-HUMBOLDT,  
WEDNESDAY, MAY 25, 2011, 9:00 A.M.**

4. **Reconvene.** The meeting was resumed at 9:00 a.m.

5. **Roll Call.**

5.1. **Town Council.** Town Council Members David Nystrom, Terry Nolan, Nancy Wright; Vice Mayor Denise Rogers; and Mayor Len Marinaccio were present. CM Hiles stepped away from the dais at 9:00 a.m.

3. **Special Session (continued)**

3.8 **Budget Deliberation (continued).** There was discussion on the most recent version of the budget with all changes made to date.

CM Hiles returned at 9:05 p.m.

CM Wright made a **motion** to change the three replacement PC systems' line to \$3,000 and instruct not to purchase laptops; seconded by CM Hiles. The **passed** unanimously.

There was discussion on UPS Power Backup System and whether to go with the UPS or a generator.

There was discussion on the most recent version of the budget with all the changes made to date.

There was discussion on purchasing security cameras; placement; and the need for the security cameras.

CM Hiles made a **motion** to add \$1,000 to the facilities budget to include security cameras; seconded by CM Nolan. The motion was **withdrawn** by the maker.

CM McBrady made a **motion** to increase amount to \$2,000 for the security system; seconded by CM Hiles. The motion **passed** 6-1 in favor with CM Nystrom voting against.

Public comment was received from Jack Hamilton who spoke on needing an electrical supply with a wireless system.

There was discussion on the NACOG Transportation Voucher Program and the Neighbor-to-Neighbor program as an alternative source.

CM Nolan made a **motion** to fund the NACOG Transportation Voucher for \$20,000 with more stipulations to make sure it is administered closer. The motion **failed** due to a lack of a second.

CM McBrady made a **motion** to fund \$5,000 for the Voucher program with tighter controls. The motion **failed** due to a lack of a second.

CM Hiles made a **motion** to not fund the NACOG Transportation Voucher; seconded by Vice Mayor Rogers. The motion **passed** 5-2 with CMs Nolan and McBrady voting against.

CM Nolan left the dais at 9:49 a.m. and returned at 9:51 a.m.

There was discussion on the Town Manager section on retirement and Community Development travel and training.



LOCATIONS ORDER BY ITEM # SHOPPING LIST ORDER STATUS MY ACCOUNT CUSTOMER SERVICE CHECK OUT CART (0)

BUSINESS DELIVERY | PHARMACY | SERVICES | PHOTO | TRAVEL | REBATES | MEMBERSHIP | IN THE WAREHOUSE

What's New Appliances Automotive Baby & Kids Computers Electronics Entertainment Funeral Furniture & Decor  
 Grocery & Floral Hardware Health & Beauty Home Jewelry Office Products Outdoor Sports & Fitness View All

LOGIN

Search

in All



CLICK HERE TO LEARN ABOUT NEW & FEATURED ITEMS, SPECIAL EVENTS, AND MORE AT YOUR LOCAL COSTCO WAREHOUSE!

electronics | home security & surveillance | surveillance systems  
 back to search for 'security camera'

< Previous Product | Next Product >

Add to List Print Page



REVO



MORE VIEWS

**REVO**  
**16 Channel Security System**  
**with 2TB Hard Drive and**  
**8 High-resolution Cameras**

Item # 568547

Rated (out of 7 reviews)

Share this Product:

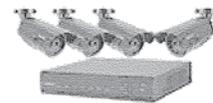
**\$1,299.99**

Shipping & Handling included \*

The estimated delivery time will be approximately 7 - 10 business days from the time of order.

Qty: 1 **ADD TO CART**

**Top Sellers in Surveillance Systems**



**Q-See**  
 \$279.99 after \$70 OFF  
Q-See  
8 Channel Security  
System  
with 500GB Hard Drive  
and  
4 Indoor/Outdoor  
Cameras  
 \$279.99



**Lorex**  
 \$699.99 after \$300 OFF  
Lorex 23" LCD  
8-channel Security  
System  
with 500GB Hard Drive  
and  
8 High-resolution  
Cameras  
 \$699.99

Product Details Shipping & Terms Product Reviews (7)

**Key Features:**

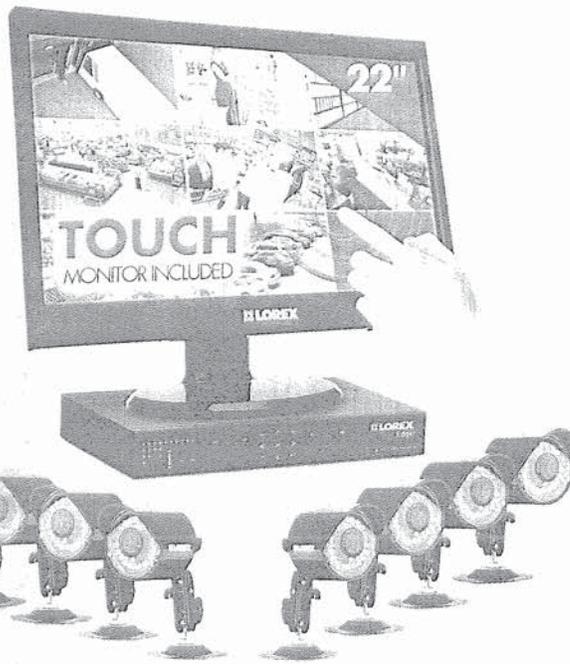
- 16 Channel DVR
- 18.5" LCD Monitor
- 2TB Hard Drive Included
- 4 Indoor Rated 540TVL Dome Cameras
- 4 Indoor/Outdoor Rated 540TVL Bullet Cameras
- Up to 66' Night Vision
- 8 Cables Included

REVO's Complete 16-channel DVR Security Surveillance features 8 High Resolution cameras built to operate in both indoor and outdoor applications. The 540 TV lines of resolution provide sharp, clear pictures. 4

**Lorex 8-Channel Edge  
 DVR with 21.5" LCD  
 Touchscreen Monitor  
 and 8 Super  
 High Resolution  
 Weatherproof Cameras**  
 With 1TB hard drive.  
 Remote viewing via Internet  
 or smartphone, iPad, iPhone,  
 BlackBerry, Android, PC and  
 Mac compatible.

▶ WATCH PRODUCT VIDEO ONLINE

Online Price \$1,299.99  
 OFF Purchase -400.00  
**YOUR COST \$899.99**  
 #11257 Delivered



**LOREX**



**TOMTOM**

**TomTom VIA 1530TM  
 5" LCD Portable  
 Automotive GPS  
 with Case**  
 Lifetime traffic updates,  
 Lifetime map updates.

▶ WATCH PRODUCT VIDEO ONLINE

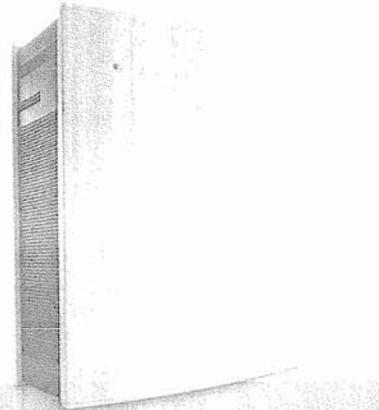
Online Price \$169.99  
 OFF Purchase -40.00  
**YOUR COST \$129.99**  
 #581530 Delivered

**Blueair HEPASilent 455EB Air Purifier**  
 Added value: one additional  
 HEPASilent particle filter.

▶ WATCH PRODUCT VIDEO ONLINE

Online Price \$499.99  
 OFF Purchase -100.00  
**YOUR COST \$399.99**  
 #151495 Delivered

**Blueair**



Spring **ONLINE-ONLY OFFERS**  
 Valid 3/28/12 - 4/15/12 on Costco.com

*on-line only until April 15, 2012*



**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:** April 3, 2012

**Date of Request:** March 25, 2012

**Type of Action:**  Routine/Consent       Regular

**Requesting:**  Action       Report Only

**Agenda Item Text (a brief description for placement on the agenda; please be exact):**  
Discussion and possible action to direct Town Manager to handle all collections  
issues for the Town.

**Purpose and Background Information (Detail of requested action).** To keep ensure  
collections are fairly handled, there is a need to support Town Staff in the handling  
of debts sent to collections. If Council Policy is for staff to handle the issue it takes  
it out of the political realm and insures fairness.

**Staff Recommendation(s):** \_\_\_\_\_

**Budgeted Amount:** \_\_\_\_\_

**List All Attachments:** None

**Type of Presentation:** Oral

**Special Equipment needed:**  Laptop     Remote Microphone  
 Overhead Projector     Other: \_\_\_\_\_

**Contact Person:** CM Wright

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