

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

Tuesday, May 15, 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.

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4.1. Memorial Day Proclamation.

4.2. Citizens Academy Graduation Ceremony.

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4.3. Planning Assistance for Rural Areas (PARA) Study (Final) Presentation. Diane Kresich, with ADOT and Michael Grandy, with Kimley-Horn and Associates will present final study.

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

6. Consent Agenda.

25

6.1. Minutes. Minutes from the May 1, 2012 Regular 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.

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. None.

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

29 **9.1. Community Development Block Grant (CDBG) Projects Contractor Selection.**
Discussion and possible action.

51 **9.2. Consideration for hiring a Community Development Coordinator: Re-define and Fill a full time position vacancy in the Community Development Department** Discussion and possible action.

55 **9.3. Change order in which Council votes. Recommend Mayor, Vice Mayor, then council alphabetically.** [CAARF CMs Repan and Wright request]

57 **9.4. P&Z update on council request to look at meeting more than once per month with possible discussion of last P&Z meeting.** [CAARF CM Repan]

10. Public Hearing Agenda.

THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.

11. Comments from the Public. The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. At the conclusion of Comments from the Public, Council members may respond to criticism made by those who have addressed the public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Council members are forbidden by law from discussing or taking legal action on matters raised during the Comments from the Public unless the matters are properly noticed for discussion and legal action. The total time for 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, June 5, 2012, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, June 7, 2012, at 6:00 p.m.

Next Town Council Work Session: Tuesday, June 12, 2012, at 2:00 p.m.

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

Certification of Posting

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Dewey-Humboldt Town Hall, 2735 South Highway 69, Humboldt, Arizona, Chevron Station, 2735 South Highway 69, Humboldt, Arizona, Blue Ridge Market, Highway 69 and Kachina Drive, Dewey, Arizona, on the ____ day of _____, 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.

Memorial Day Proclamation

WHEREAS, the foundation of General Order 11 by General Logan in 1868 proclaims May 28th as "Decoration Day" to honor the memory of those who gave their lives in defense of freedom and has continued for more than a century; and

WHEREAS, in 1971 Congress designated the last Monday in May as "Memorial Day" to recognize every military person who dies in service to our nation; and

WHEREAS, Memorial Day is our most solemn day of remembrance; and

WHEREAS, today, we honor the men and women who made the Supreme sacrifice, and acknowledge and protect the ideals they died for so their sacrifice shall not be in vain; and

WHEREAS, it is an honor and a privilege to deck with flowers, which nature at this season in her generous bounty brings us in such luxury and fragrance, the graves of all those brave men who sleep beneath the flag of our united country;

NOW THEREFORE, I, Terry Nolan, Mayor of the Town of Dewey-Humboldt, Arizona, do hereby proclaim Monday, May 28, 2012, as Memorial Day in Dewey-Humboldt, Arizona.

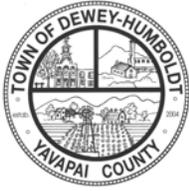
FURTHERMORE, I join with those gathered here and urge all citizens of this community to celebrate this day as a day for prayer and ceremonies, showing respect for America's veterans. Let us also hold high those who are defending and protecting our country, our freedom and our way of life. We continue to pray for their safe return home.

In Witness Whereof, I have hereunto set my hand this 15th day of May, 2012.

*Mayor Terry Nolan
Town of Dewey-Humboldt*

*Judy Morgan
Town Clerk*

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

TOWN COUNCIL STUDY SESSION MEETING
May 15, 2012 – 6:30 pm Town Council Meeting Chambers

Agenda Item # 4.3 PARA Study Final Presentation. Diane Kresich, with ADOT and Michael Grandy, with Kimley-Horn and Associates will present final study.

To: Mayor and Town Council Members
From: Judy Morgan, Town Clerk

Date submitted: May 9, 2012

Recommendation: acknowledge the Final Report and Executive Summary.

Summary:

The Town was awarded a federal Planning Assistance for Rural Areas (PARA) Study Grant in early 2011 which was administered through Arizona Department of Transportation (ADOT). The purpose of this study was to identify the Town's transportation needs and recommend improvements.

The Study was conducted over a 12-month period (May 2011 – May 2012). During this collaborative process there were three Technical Advisory Committee (TAC) meetings, stakeholders were interviewed, three council meeting presentations were made and two public meetings were held. To officially conclude the project, the final Report and Executive Summary are being presented to the Council at this meeting.

No legal action by the Council is required by the State regarding conclusion of the project. However, it would be appropriate if the Council wishes to officially accept or acknowledge ADOT and their engineer team's effort for the final PARA report.

The PARA report will be posted on the Town's website when it is available.



TOWN OF Dewey-Humboldt

TRANSPORTATION STUDY
Task Assignment MPD 17-11

Town Council Meeting
May 15, 2012

Prepared For



Prepared By



Study Purpose

- ❖ Identify the Town's transportation needs (unmet demand for facilities or service)
- ❖ Recommend improvements to meet identified needs
- ❖ Guide for:
 - ❖ Future community development
 - ❖ Project funding applications
 - ❖ Capital improvement programming
 - ❖ Project implementation



Study Process

- ❖ 12-month schedule (June 2011-May 2012)
- ❖ Identify current conditions
 - ❖ Population, employment, traffic volumes, environmental conditions, etc.
- ❖ Forecast future conditions (20 years)
- ❖ Identify unmet transportation needs
 - ❖ Roads, transit, bicycle, pedestrian, and trail facilities
- ❖ Recommend planning-level improvements to meet needs



Collaborative Process

- ❖ Work collaboratively with stakeholders from Town and other agencies, elected officials, and the public
- ❖ Three Technical Advisory Committee (TAC) meetings
 - ❖ ADOT, AZGFD, ASLD, CYFD, CYMPO, Dewey-Humboldt, Prescott Valley, Yavapai County, USFS
- ❖ Ten stakeholder interviews
 - ❖ TAC, Envir. Protection Agency, Prescott Transit Authority
- ❖ Three Town Council presentations
- ❖ Two public meetings
 - ❖ Notifications, presentation, boards, comment form



Keep in mind . . .

- ❖ All recommended improvements are conceptual only.
- ❖ Detailed engineering studies are needed to determine the exact location of potential improvements.
- ❖ No funding has been identified for further study, the purchase of right-of-way, or the construction of any improvements.



Current/Future Needs

❖ Roadways

- ❖ Improve paved and unpaved roads, network continuity, signal modifications, all-weather Agua Fria River crossing, access management

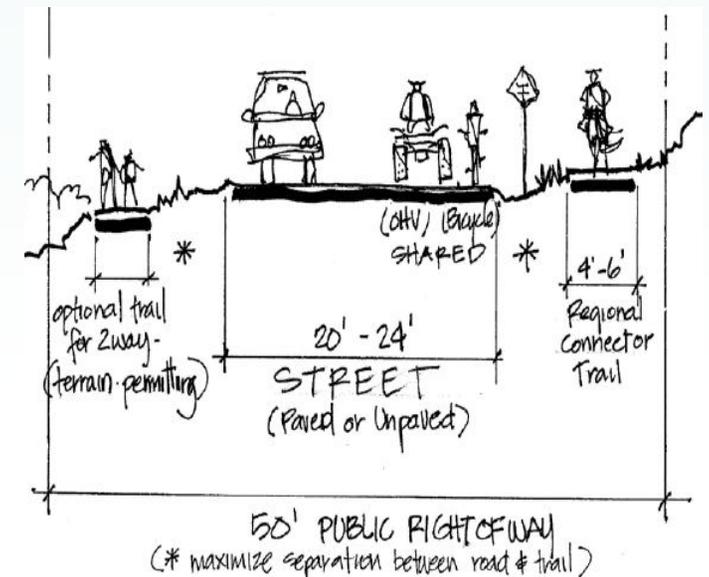
❖ Other modes of travel

- ❖ Serve disadvantaged populations with coordinated transit service
- ❖ Provide pedestrian, bicycle, and trail networks
- ❖ ADA-compliant facilities in community core and near school



Complete Streets

- ❖ Safe access for all users of all modes of travel
- ❖ Focus on promoting transit & non-vehicular travel
- ❖ Regional connector trail cross-section
 - ❖ Rural: multi-use paths & buffer
 - ❖ Urban: sidewalks & parking



Source: Town of Dewey-Humboldt Open Space and Trails Plan



Near-term Recommendations

- ❖ Maintain existing paved roads
- ❖ Reconstruct roads where pavement is failing
- ❖ Modify SR 69 traffic signals at Kachina Pl. & SR 169
- ❖ Construct sidewalks/trails in downtown Humboldt
- ❖ Install curve warning signs with 10 mph plaque at Henderson Rd/Martha Way Curve
- ❖ Coordinate with private road owners on potential easements/dedications where road improvements are needed
- ❖ Update road classifications

Near-term Recommendations

- ❖ Develop and adopt traffic impact and access mgmt. guidelines
- ❖ Coordinate with regional transit representatives on transit opportunities
- ❖ Apply for Safe Routes to School grant



Mid-term Recommendations

- ❖ Maintain existing paved roads
- ❖ Evaluate need for signal or roundabout at SR 69/Main St.
- ❖ Provide all-weather road network west of SR 69
- ❖ Improve Prescott St. river crossing
- ❖ Develop trail network west of SR 69
- ❖ Update road classifications
- ❖ Coordinate with regional transit representatives on transit opportunities

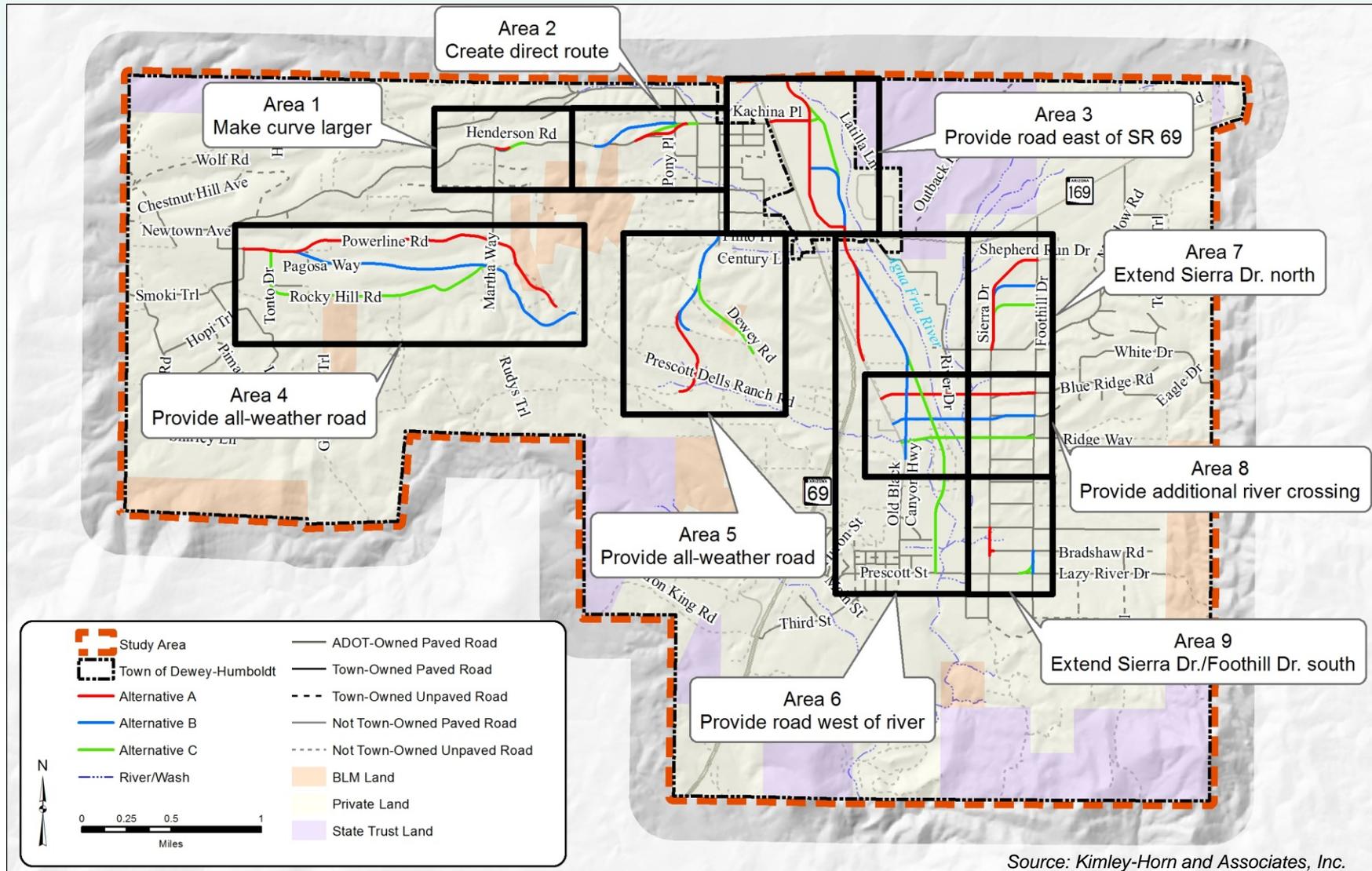


Long-term Recommendations

- ❖ Maintain existing paved roads
- ❖ Evaluate need for signal or roundabout on SR 169 at Foothill Dr. & at planned access point west of river
- ❖ Expand road network east of SR 69
- ❖ Develop trail network east of SR 69
- ❖ Update road classifications
- ❖ Coordinate with regional transit representatives on transit opportunities



Roadway Improvement Alternatives



All improvement alternatives are preliminary and subject to change or refinement. No funding has been identified for further study, the purchase of right-of-way, or the implementation, of any improvement alternatives.



Recommended Improvement Plan

Improvements not in graphic:

Near-term Timeframe

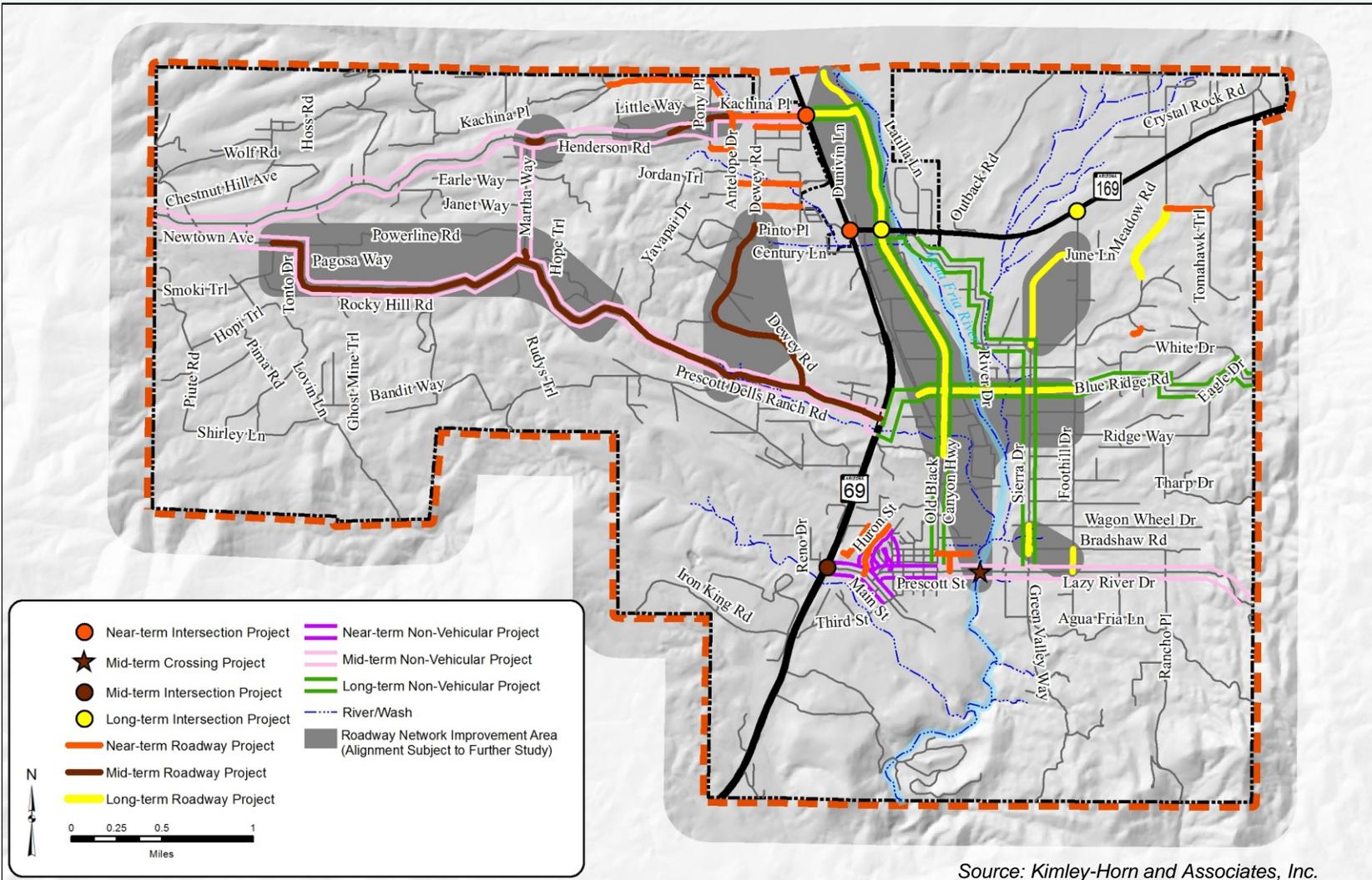
- ❖ Install curve warning signs with 10 mph plaque at Henderson Rd/Martha Way Curve
- ❖ Update federal functional classifications
- ❖ Develop and adopt traffic impact guidelines and development policies
- ❖ Develop and adopt access management guidelines
- ❖ Coordinate with regional transit representatives on transit opportunities
- ❖ Apply for Safe Routes to School grant
- ❖ Coordinate with private roadway owners, as appropriate, on potential roadway easements or right-of-way dedications where roadway improvements are needed

Mid-term Timeframe

- ❖ Maintain existing paved roads
- ❖ Update federal functional classifications after recommended roadway improvements have been constructed
- ❖ Coordinate with regional transit representatives on transit opportunities

Long-term Timeframe

- ❖ Maintain existing paved roads
- ❖ Update road classifications from rural to urban when the Town reaches a population of 5,000
- ❖ Coordinate with regional transit representatives on transit opportunities



All recommended improvements are preliminary and subject to change or refinement. No funding has been identified for further study, the purchase of right-of-way, or the implementation, of any improvements.



Cost Estimate for Recommended Improvements

- ❖ Near-term (0-5 years)
 - ❖ \$3.3 million - \$3.8 million
- ❖ Mid-term (6-10 years)
 - ❖ \$16.5 million - \$23.3 million
- ❖ Long-term (11-20 years)
 - ❖ \$9.2 million - \$15.2 million
- ❖ Total Cost
 - ❖ \$29.0 million - \$42.3 million
- ❖ Costs exceed existing revenue



Revenue Opportunities

❖ Traditional revenue sources

- ❖ Highway User Revenue Fund
- ❖ Developer impact fees
- ❖ Grants
- ❖ Local General Fund

❖ Additional revenue sources

- ❖ Local/regional – bonds, tax, improvement district, Yavapai County Flood Control District
- ❖ Federal – STP, HSIP, CDBG, TE, FEMA, SRTS
- ❖ Private – right-of-way dedications, street improvements

Next Steps

- ❖ Final Report



Discussion

Project website: <http://www.azdot.gov/dewey-humboldt>



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**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR SESSION MINUTES
TUESDAY, MAY 1, 2012, 6:30 P.M.**

A REGULAR SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MAY 1, 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.** Led by Skip Rains.
 - 2.2. **Invocation.** Given by Councilmember Nancy Wright.
3. **Roll Call.** Town Council Members John Dibble, David Hiles, Dennis Repan, Denise Rogers, Nancy Wright; Vice Mayor Mark McBrady; and Mayor Terry Nolan were present.
4. **Announcements Regarding Current Events, Guests, Appointments, and Proclamations.** Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action.
 - 4.1. **Poppy Month Proclamation.** In Support of our Veterans.

Read by Mayor Nolan.
5. **Town Manager's Report.** Update on Current Events.

None.
6. **Consent Agenda.**
 - 6.1. **Minutes.** Minutes from the April 10, 2012 Study Session, and April 17, 2012 Regular Meeting.

Councilmember Rogers made a motion to approve the minutes as presented, seconded by Councilmember Dibble. It was approved unanimously.
7. **Comments from the Public (on non-agendized items only).** None.
8. **Discussion Agenda – Unfinished Business.** Discussion and Possible Action on any issue which was not concluded, was postponed, or was tabled during a prior meeting.
 - 8.1. **Strategic Community Partnership Grant (SCPG) Review of Applicants (Part II) - D-H Historical Society (3 applications).** Presentation by applicant and discussion.

Gerald Hoyer, Subcommittee Chairman for Grants and Grant Writing for the Dewey-Humboldt Historical Society gave a presentation, summarizing the three grant applications for the D-H Historical Society. He explained that within these three applications there are other options available depending on what the Council wishes to do. There was discussion on additional costs being covered by the Historical Society over the \$600/month rent that the town is being asked to cover. The D-H Historical Society is working toward the development of a long-term plan for the museum. Mr.

Hoyer stated the grant writing class request can be dropped since they are already writing grants, but suggested Council look into finding citizens who wish to take this class to use for community grant writing.

Public comment was taken on this item.

Skip Rains spoke on the amount of museum items he has in his garage; and the D-H Historical Society making presentations to Humboldt students on the history of the town.

Mayor Nolan explained the Council would make no decisions at this meeting, this was for the sole purpose of the applicant making a presentation on their request.

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

9.1. Possible Town Grant for benefit of Town Little League. [CM Repan CAARF request]

Councilmember Repan gave an overview on his request. In the past the Council has awarded the Strategic Community Partnership Grant (SCPG) to the Dewey-Humboldt Little League but did not receive a grant application this year, although Dale Poole spoke to Council at an earlier meeting on their need for help due to increased costs to use the field.

Councilmember Wright spoke on grant opportunities for the Little League. This information will be forwarded to the town clerk for dispersal to the Council.

Public comment was taken on this item.

Jack Hamilton spoke on needing a motion to consider this in the FY2012-13 budget.

Mayor Nolan explained that motion can be made during the budget deliberations.

Jerry Brady spoke on these issues being discussed in a work session and proposing a vote at this meeting.

Bart Brush explained Mr. Poole is moving out of town soon so the Little League is between leadership, as the reason for not getting a response from him on the grant. He stated he would like to see the Council continue to support the Little League.

Art Dietrich explained the Arizona Diamondbacks build ball fields in the valley and they might do that for the Dewey-Humboldt Little League.

Councilmember Wright asked if they could move 9.2. *Purchase of Town hall building and sub items* to follow 11. *Public Comment*. Mayor Nolan held the agenda items to follow 11. *Public Comment*.

9.2. Purchase of Town Hall building. (CM Repan CAARF request). Discussion and possible direction to Staff regarding the Town purchasing the building where Town Hall is currently located.

Returned to this agenda item following 11. Public Comment.

9.2.1. Executive Session. The Town *Council may vote to recess the Regular Meeting and hold an executive session pursuant to* A.R.S. 38-431.03(A)(7) for

discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property known as the Town Hall building.

9.2.2. Reconvene Regular Meeting.

10. Public Hearing Agenda. None.

11. Comments from the Public.

Jack Hamilton spoke in favor of purchasing town hall but to include looking at other possibilities. He stated they shouldn't go into Executive Session to discuss until ready to purchase.

Jerry Brady spoke on looking at purchasing town hall and future use, being limited in space; he spoke on providing an abstract to Council on historic facts and asked Council to participate in his research.

Kevin Leonard spoke on money raised for the museum and a Spring Fest Event on Memorial Weekend; the need for seed money for the museum; support of the museum; and urged the Council to help.

Skip Rains spoke on looking for a more suitable location for town hall that would allow expansion; and making that discussion a public meeting for all to provide input.

Vice Mayor McBrady recused himself from the discussion and stepped down from the dais.

Mark McBrady spoke on the size and expandability of the property, if the pad across from the parking lot is used for a new building.

Gary Mortimer spoke on discussing the purchase of town hall being in an open meeting; and supports the location of town hall in its current location as it is near other services and would help the museum.

Council addressed 9.2, 9.2.1 and 9.2.2 at this time.

9.2. Purchase of Town Hall building. (CM Repan CAARF request]. Discussion and possible direction to Staff regarding the Town purchasing the building where Town Hall is currently located.

Councilmember Wright made a motion to go into Executive Session, seconded by Councilmember Hiles. There was discussion on whether they needed to go into Executive Session in order to have this discussion. Councilmember Wright spoke on discussing strategies for land purchase in executive session. Councilmember Repan explained he brought this agenda item up as they had been talking previously about land banking and property purchase and thought they should start the discussion with the building they are in. A roll-call vote was taken on the motion. It passed by a 5-1 vote in favor, Councilmember Dibble voting against, and Vice Mayor McBrady recusing himself from this agenda item.

Council took a five minute break at 7:19 a.m., and then went into executive session.

9.2.1. Executive Session. The Town *Council may vote to recess the Regular Meeting and hold an executive session pursuant to* A.R.S. 38-431.03(A)(7) for discussions or consultations with designated representatives of the public

body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property known as the Town Hall building.

9.2.2. Reconvene Regular Meeting.

The regular meeting was reconvened at 8:05 p.m.

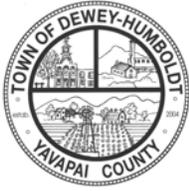
12. Adjourn.

The meeting was adjourned at 8:05 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 STUDY SESSION MEETING
May 15, 2012 – 6:30 pm Town Council Meeting Chambers

Agenda Item # 9.1 CDBG project contract selection. Discussion and possible direction.

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

Date submitted: May 9, 2012

Recommendation: Award the contracts to Earth Resource as recommended by the project engineer followed by council execution of contracts.

Summary:

Upon completion of project design and the bidding process, CDBG project bids were opened on April 27. Three (3) bids were received. Earth Resources Corporation appears to be the lowest responsible bidder. Engineer Recommendation and the bid tabulation are attached.

NACOG, the grant administrator, has verified the following items pursuant to federal grant requirements: A. Earth Resources Corporation is currently licensed in good standing with no complaints; B. Earth Resources Corporation encounters no issues with the excluded parties' list system.

Therefore, staff recommends the Council to accept the project engineer's recommendation by awarding the two CDBG projects to Earth Resources Corporation at total bidding estimate of \$312,869.75. Upon your selection, project contracts will be executed by the Town and Earth Resources Corporation. The standard contracts are being reviewed by the Town attorneys.

We can expect commencement of the projects in a few weeks.

Attachments: Willdan recommendation of selection letter, bid tabulation, two project contracts

Subject

- TOWN OF DEWEY-HUMBOLDT
- PLACER/WELLS ADDITION ROADWAY IMPROVEMENTS
- CDBG CONTRACT #106-12 & #116-12

Recommendation

It is recommended that the town council award the contract for the subject project to Earth Resources Corporation in the amount of \$312,869.75.

Background

Willdan Engineering was been contracted by the Town of Dewey Humboldt to prepare Bid Documents, Specifications and Plans for the Placer/Wells Addition Roadway Improvements. The project is funded by Community Development Block Grants #106-12 & #116-12 that will be administered by the Northern Arizona Council of Governments

Selection Process

Bids were solicited and three (3) bids were received on April 27, 2012. The Bids are summarized in the table below with the Engineers Cost Estimate:

Engineers Estimate		Earth Resources		ABC Asphalt		Cactus Asphalt	
Wells	\$223,798.80	Wells	\$149,060.07	Wells	\$224,526.98	Wells	\$243,968.60
Placer	\$241,528.60	Placer	\$163,809.68	Placer	\$209,401.05	Placer	\$250,270.95
Total	\$465,327.40	Total	\$312,869.75	Total	\$433,928.03	Total	\$494,239.55

Earth Resources Corporation submitted the low bid and their submitted bid documents are in compliance with all of the requirements. They are a local contractor and are licensed by the Arizona Registrar of Contractors. They are currently in good standing with no complaints.

Jim Geades, PE
 Senior Engineer
 Willdan Engineering

Town of Dewey Humboldt
Placer Roadway Improvements
BID SCHEDULE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Engineers Estimate of Probable Cost		ABC Asphalt		Earth Resources		Cactus Asphalt	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
General											
1	Mobilization	1	LS	\$5,000.00	\$5,000.00	\$1,070.00	\$1,070.00	\$500.00	\$500.00	\$15,350.00	\$15,350.00
2	Construction Staking and As-Builts	1	LS	\$1,000.00	\$1,000.00	\$2,140.00	\$2,140.00	\$500.00	\$500.00	\$3,300.00	\$3,300.00
2	Geotechnical Testing	1	LS	\$2,500.00	\$2,500.00	\$1,815.79	\$1,815.79	\$2,662.00	\$2,662.00	\$1,760.00	\$1,760.00
3	Allowance for Extra work	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
4	Allowance for Stormwater Pollution Prevention (BMPs)	1	LS	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
5	Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$1,177.00	\$1,177.00	\$1,490.00	\$1,490.00	\$8,200.00	\$8,200.00
6	Remove Existing Culvert	30	LF	\$30.00	\$900.00	\$42.80	\$1,284.00	\$15.75	\$472.50	\$80.00	\$2,400.00
7	Low Volume Single Chip Seal using CRS-2P over existing pavement(Includes Contractor to fill cracks per MAG Spec 337 prior to application)	2,556	SY	\$3.25	\$8,307.00	\$3.75	\$9,585.00	\$3.41	\$8,715.96	\$3.80	\$9,712.80
8	Double Chip Seal consisting of 1 application of M.A.G. High volume 1/2 chips using CRS-2P over prepared ABC and a second application of MAG low volume 3/8" chips using CRS-2P,per detail Appendix B	10,267	SY	\$5.50	\$56,468.50	\$5.56	\$57,084.52	\$4.22	\$43,326.74	\$4.40	\$45,174.80
10	Subgrade Prep	10,267	SY	\$1.90	\$19,507.30	\$2.14	\$21,971.38	\$0.20	\$2,053.40	\$1.75	\$17,967.25
11	3" of ABC per Double Chip Seal Detail Appendix B	1,448	Tons	\$25.00	\$36,200.00	\$19.95	\$28,887.60	\$17.34	\$25,108.32	\$24.00	\$34,752.00
12	Approximatley 8500 SY Existing AC Pulverize/Remove Existing AC and chip and dispose	1	LS	\$26,400.00	\$26,400.00	\$19,260.00	\$19,260.00	\$9,775.00	\$9,775.00	\$13,000.00	\$13,000.00
13	Shoulder and Ditch Grading	1	LS	\$4,000.00	\$4,000.00	\$2,140.00	\$2,140.00	\$21,047.00	\$21,047.00	\$15,500.00	\$15,500.00
14	Double Yellow Centerline Striping	0	LF	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.95	\$0.00
15	Install 18-inch Thick Grouted Rip-Rap per MAG Section 220 at Low Water Crossing	100	SY	\$80.00	\$8,000.00	\$107.00	\$10,700.00	\$36.25	\$3,625.00	\$106.00	\$10,600.00
16	Install 18-inch, 14-gauge Aluminized CMP Culvert pipe per MAG Section 618 & 621	75	LF	\$80.00	\$6,000.00	\$53.50	\$4,012.50	\$42.00	\$3,150.00	\$106.00	\$7,950.00
17	Install 18-inch, 14-gauge Aluminized CMP Culvert end sections per MAG Section 618 & 621	4	EA	\$80.00	\$320.00	\$321.00	\$1,284.00	\$286.00	\$1,144.00	\$246.00	\$984.00
TOTAL					\$198,102.80		\$179,549.79		\$137,069.92		\$200,150.85

****Cost of applicable fog & tack coats required by MAG and shall be included in the bid items for which it is used****

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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Engineers Estimate of Probable Cost		C1		C2		C3	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
General											
20	Double Chip Seal consisting of 1 application of M.A.G. High volume 1/2 chips using CRS-2P over prepared ABC and a second application of MAG low volume 3/8" chips using CRS-2P,per detail Appendix B	1,642	SY	\$5.50	\$9,031.00	\$5.56	\$9,129.52	\$3.75	\$6,157.50	\$5.30	\$8,702.60
21	Subgrade Prep	1,642	SY	\$1.90	\$3,119.80	\$2.61	\$4,285.62	\$0.20	\$328.40	\$1.75	\$2,873.50
22	3" of ABC per Double Chip Seal Detail Appendix B	231	Tons	\$25.00	\$5,775.00	\$2.32	\$535.92	\$12.35	\$2,852.85	\$24.00	\$5,544.00
23	Geotechnical Testing	1	LS	\$500.00	\$500.00	\$567.10	\$567.10	\$0.01	\$0.01	\$650.00	\$650.00
TOTAL					\$18,425.80		\$14,518.16		\$9,338.76		\$17,770.10

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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Engineers Estimate of Probable Cost		ABC Asphalt		Earth Resources		Cactus Asphalt	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
General											
30	Irrigation Headwall per MAG Section 340 Detail 501-4	11	EA	\$2,000.00	\$22,000.00	\$1,498.00	\$16,478.00	\$1,531.00	\$16,841.00	\$2,800.00	\$30,800.00
31	6" Rip Rap Placed and Grouted	40	SF	\$50.00	\$2,000.00	\$48.15	\$1,926.00	\$5.50	\$220.00	\$20.00	\$800.00
32	Geotechnical Testing	1	LS	\$1,000.00	\$1,000.00	\$567.10	\$567.10	\$340.00	\$340.00	\$750.00	\$750.00
TOTAL					\$25,000.00		\$18,971.10		\$17,401.00		\$32,350.00

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

	Dollars and _____ Cents	\$ <u>198,102.80</u> Cents	\$ <u>179,549.79</u> Cents	\$ <u>137,069.92</u> Cents	\$ <u>200,150.85</u> Cents
(Written Words)		(Figures)	(Figures)	(Figures)	(Figures)
Total of Bid (sum of Bid items 1 through 16)Base Bid:					
	Dollars and _____ Cents	\$ <u>18,425.80</u> Cents	\$ <u>14,518.16</u> Cents	\$ <u>9,338.76</u> Cents	\$ <u>17,770.10</u> Cents
(Written Words)		(Figures)	(Figures)	(Figures)	(Figures)
Total of Bid (sum of Bid items 20 through 22) Alternate A:					
	Dollars and _____ Cents	\$ <u>25,000.00</u> Cents	\$ <u>18,971.10</u> Cents	\$ <u>17,401.00</u> Cents	\$ <u>32,350.00</u> Cents
(Written Words)		(Figures)	(Figures)	(Figures)	(Figures)
Total of Bid (sum of Bid items 30 through 32) Alternate B:					

TOTAL	\$241,528.60	\$209,401.05	\$163,809.68	\$250,270.95
		\$213,039.05		
	Engineers Estimate of Probable Cost	ABC Asphalt	Earth Resources	Cactus Asphalt

Respectfully submitted,

Signature	Date
Title	Address of Bidder
Arizona State Contractor's License Number	Arizona State Contractor's Classification

SEAL (If Bid is by a Corporation)

5. PAYMENTS. Upon submission of a Request for Payment, and upon approval by the GRANTEE of the completed work, GRANTEE shall pay the CONTRACTOR monthly progress payments of ninety percent (90%) of the approved estimate of the work performed during the preceding calendar month, and retain ten percent (10%) until final completion and acceptance of all material, equipment and work covered by the contract, less such amounts as the GRANTEE shall determine for all incomplete work and unsettled claims. All payments to the CONTRACTOR shall be made within thirty (30) days of the submission of a Request for Payment, provided said Request for Payment is approved by the GRANTEE. GRANTEE shall not withhold payment to the CONTRACTOR except for non-compliance with the terms of this Contract, and the GRANTEE shall not request the CONTRACTOR to perform work outside the scope of this Contract as a condition of receiving payment.

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

7. LIQUIDATED DAMAGES. If the CONTRACTOR fails to complete the work within the time specified in Paragraph 3 of this Contract, or within the time to which such completion may have been extended by the GRANTEE in writing, the CONTRACTOR must pay to the GRANTEE the sum of two hundred and fifty dollars (\$250.00) for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore; which said sum, in view of the difficulty of accurately ascertaining the loss which the GRANTEE will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that the GRANTEE will suffer by reason of such delay, and not as a penalty. The GRANTEE will deduct and retain out of the monies which may become due hereunder the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the GRANTEE, the CONTRACTOR shall be liable to pay the difference upon demand by the GRANTEE.

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

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

Contractor:

Name of Contractor Representative

Federal Tax ID Number

Title of Contractor Representative

Date

Town of Dewey-Humboldt:

Mayor, Town of Dewey-Humboldt

Date

Attest:

Town Clerk

Approved as to Form:

Town Attorney

PART II. General Conditions

1. INSURANCE. During the continuance of the work under this Contract, the CONTRACTOR and all subcontractors shall:

A. Maintain workers' compensation and employer's liability insurance in amounts sufficient to protect themselves and the GRANTEE from any liability or damage for injury (including death) to any of their employees, any liability policy shall include coverage for earthquake, landslide, workmanship, during the Contract time and until acceptance of work by GRANTEE.

B. Maintain public liability insurance amounts sufficient to protect themselves and the GRANTEE against all risks of damage or injury (including death) to property or persons wherever located, resulting from any action or operation under this Contract or in connection with the work.

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

- | | |
|--|--|
| 1. Worker's Compensation | statutory |
| 2. Protective Bodily Injury | \$1,000,000 each occurrence and annual aggregate |
| 3. Personal Property | \$1,000,000 each occurrence and annual aggregate |
| 4. Automobile Bodily Injury
and Property Damage | \$1,000,000 each occurrence and annual aggregate |

2. ASSIGNMENT. The CONTRACTOR agrees not to assign the Contract without written consent by the GRANTEE.

3. CHANGE ORDERS. The CONTRACTOR shall not make any changes in the Scope of Work or the Specifications without written authorization of the GRANTEE.

4. PERMITS AND CODES. The CONTRACTOR agrees to secure all necessary permits required for the performance of this Contract in compliance with applicable local requirements, including local building and housing codes, where applicable, whether or not specified in the Scope of Work or Specifications. Prior to construction, required permit(s) and the Scope of Work shall be posted and available at the job site.

5. HOLD HARMLESS. The CONTRACTOR agrees to defend, indemnify, and hold the GRANTEE harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the CONTRACTOR'S performance of this Contract. The CONTRACTOR further agrees to protect, defend, and indemnify GRANTEE from any claim by laborers, subcontractors or material men for unpaid work or labor performed or materials supplied in connection with this Contract.

6. CONDITION OF PREMISES. The CONTRACTOR agrees to keep the premises broom clean and orderly and to remove all debris as needed during the course of the work, in order to maintain work conditions which do not cause health or safety hazards.

7. LEAD-BASED PAINT. The CONTRACTOR agrees to use no lead-based paint in the CONTRACTOR'S performance of this Contract, including the performance of any subcontractor. "Lead-based paint" means any paint containing more than six one hundredths of one percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.

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

9. INSPECTION. The GRANTEE and their designees shall have the right to inspect all the work performed under this Contract. By such inspection, the GRANTEE assumes no responsibility for defective material or work under this Contract or for any breach of this Contract by the CONTRACTOR.

10. EQUAL OPPORTUNITY. The CONTRACTOR agrees to abide by all Federal, State, or County regulations relative to Equal Opportunity to all persons, without discrimination as to race, color, creed, religious, national origin, sex, marital status, age, or status as with regard to public assistance or disability under the requirements of Section 504 of the ADA.

During the performance of this Contract, the CONTRACTOR agrees as follows:

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religious, sex, marital status, age, disability under section 504 of the ADA, or national origin. The CONTRACTOR will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious, sex, marital status, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religious, sex, marital status, age, disability with regards to Section 504 of the ADA, or national origin.

11. GOOD FAITH EFFORT. The CONTRACTOR agrees to provide for the fair utilization of minority/women owned business enterprises in the performance of work on this project and, where a contract is awarded, engage in a "good faith effort" to ensure that minority/women/disadvantaged-owned business enterprises have the maximum opportunity to participate in the performance of work under this Contract.

12. DISPUTES. Disputes because of, but not limited to, drawings, workmanship or the Contract documents will be resolved between the GRANTEE, CONTRACTOR, and the Arizona State Registrar's Office or through any other lawful remedies available to each party.

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

14. CONTRACTOR'S DOCUMENTS. CONTRACTOR shall keep at the work site a copy of the Contract documents and shall at all times allow them to be available for inspection by GRANTEE staff or designees. All documents in this packet, contracts, plans, and specifications, are intended to be complete and complementary and to prescribe a complete work. If any omissions are made of information necessary to carry out the full intent and meaning of the Contract documents, the CONTRACTOR shall immediately call the matter to the attention of the GRANTEE for furnishing detail instructions.

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

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

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

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

19. ACCIDENT PREVENTION. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association of General Contractors of America, and the requirements of the Occupational Safety and Health Administration.

20. CONFLICT OF INTEREST. No officer or employee of the CONTRACTOR may seek or accept any gifts, services, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

21. MISCELLANEOUS PROVISIONS

A. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

B. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Contract shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

22. CERTIFICATION REGARDING LOBBYING

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding or any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

C. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards at all ties (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

23. DRUG FREE WORKPLACE

The CONTRACTOR shall maintain a Drug Free Workplace for all employees.

24. IMMIGRATION COMPLIANCE WARRANTY

As required by A.R.S. § 41-4401, CONTRACTOR hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). CONTRACTOR further warrants that after hiring an employee, CONTRACTOR verifies the employment eligibility of the employee through the E-Verify program. If CONTRACTOR uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. CONTRACTOR is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town, at its option, may terminate the Contract after the third violation. CONTRACTOR shall not be deemed in material breach of this Contract if the CONTRACTOR and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any CONTRACTOR or subcontractor employee who works on the Contract to ensure that the CONTRACTOR or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

25. SUDAN/IRAN CLAUSE

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

26. MISCELLANEOUS LABOR STANDARD REQUIREMENTS

The following information that was included in the Bid Package for this project is a part of this contract.

1. Wage Rate# AZ120013 Mod# 1
2. HUD 4010 and Civil Rights information included in the bid package.
3. Completed LS2, LS3's, LS4's, and LS5's in Labor Standard File.
4. Fly Ash Certification.
5. Contractor's License # ROC259019 Expiration Date 9/30/13
6. Insurance.
7. Change Orders.

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

28. SCOPE OF WORK

See attached plans and specifications.

5. PAYMENTS. Upon submission of a Request for Payment, and upon approval by the GRANTEE of the completed work, GRANTEE shall pay the CONTRACTOR monthly progress payments of ninety percent (90%) of the approved estimate of the work performed during the preceding calendar month, and retain ten percent (10%) until final completion and acceptance of all material, equipment and work covered by the contract, less such amounts as the GRANTEE shall determine for all incomplete work and unsettled claims. All payments to the CONTRACTOR shall be made within thirty (30) days of the submission of a Request for Payment, provided said Request for Payment is approved by the GRANTEE. GRANTEE shall not withhold payment to the CONTRACTOR except for non-compliance with the terms of this Contract, and the GRANTEE shall not request the CONTRACTOR to perform work outside the scope of this Contract as a condition of receiving payment.

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

7. LIQUIDATED DAMAGES. If the CONTRACTOR fails to complete the work within the time specified in Paragraph 3 of this Contract, or within the time to which such completion may have been extended by the GRANTEE in writing, the CONTRACTOR must pay to the GRANTEE the sum of two hundred and fifty dollars (\$250.00) for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore; which said sum, in view of the difficulty of accurately ascertaining the loss which the GRANTEE will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that the GRANTEE will suffer by reason of such delay, and not as a penalty. The GRANTEE will deduct and retain out of the monies which may become due hereunder the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the GRANTEE, the CONTRACTOR shall be liable to pay the difference upon demand by the GRANTEE.

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

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

Contractor:

Name of Contractor Representative

Federal Tax ID Number

Title of Contractor Representative

Date

Town of Dewey-Humboldt:

Mayor, Town of Dewey-Humboldt

Date

Attest:

Town Clerk

Approved as to Form:

Town Attorney

PART II. General Conditions

1. INSURANCE. During the continuance of the work under this Contract, the CONTRACTOR and all subcontractors shall:

A. Maintain workers' compensation and employer's liability insurance in amounts sufficient to protect themselves and the GRANTEE from any liability or damage for injury (including death) to any of their employees, any liability policy shall include coverage for earthquake, landslide, workmanship, during the Contract time and until acceptance of work by GRANTEE.

B. Maintain public liability insurance amounts sufficient to protect themselves and the GRANTEE against all risks of damage or injury (including death) to property or persons wherever located, resulting from any action or operation under this Contract or in connection with the work.

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

- | | |
|--|--|
| 1. Worker's Compensation | statutory |
| 2. Protective Bodily Injury | \$1,000,000 each occurrence and annual aggregate |
| 3. Personal Property | \$1,000,000 each occurrence and annual aggregate |
| 4. Automobile Bodily Injury
and Property Damage | \$1,000,000 each occurrence and annual aggregate |

2. ASSIGNMENT. The CONTRACTOR agrees not to assign the Contract without written consent by the GRANTEE.

3. CHANGE ORDERS. The CONTRACTOR shall not make any changes in the Scope of Work or the Specifications without written authorization of the GRANTEE.

4. PERMITS AND CODES. The CONTRACTOR agrees to secure all necessary permits required for the performance of this Contract in compliance with applicable local requirements, including local building and housing codes, where applicable, whether or not specified in the Scope of Work or Specifications. Prior to construction, required permit(s) and the Scope of Work shall be posted and available at the job site.

5. HOLD HARMLESS. The CONTRACTOR agrees to defend, indemnify, and hold the GRANTEE harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the CONTRACTOR'S performance of this Contract. The CONTRACTOR further agrees to protect, defend, and indemnify GRANTEE from any claim by laborers, subcontractors or material men for unpaid work or labor performed or materials supplied in connection with this Contract.

6. CONDITION OF PREMISES. The CONTRACTOR agrees to keep the premises broom clean and orderly and to remove all debris as needed during the course of the work, in order to maintain work conditions which do not cause health or safety hazards.

7. LEAD-BASED PAINT. The CONTRACTOR agrees to use no lead-based paint in the CONTRACTOR'S performance of this Contract, including the performance of any subcontractor. "Lead-based paint" means any paint containing more than six one hundredths of one percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.

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

9. INSPECTION. The GRANTEE and their designees shall have the right to inspect all the work performed under this Contract. By such inspection, the GRANTEE assumes no responsibility for defective material or work under this Contract or for any breach of this Contract by the CONTRACTOR.

10. EQUAL OPPORTUNITY. The CONTRACTOR agrees to abide by all Federal, State, or County regulations relative to Equal Opportunity to all persons, without discrimination as to race, color, creed, religious, national origin, sex, marital status, age, or status as with regard to public assistance or disability under the requirements of Section 504 of the ADA.

During the performance of this Contract, the CONTRACTOR agrees as follows:

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religious, sex, marital status, age, disability under section 504 of the ADA, or national origin. The CONTRACTOR will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious, sex, marital status, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religious, sex, marital status, age, disability with regards to Section 504 of the ADA, or national origin.

11. GOOD FAITH EFFORT. The CONTRACTOR agrees to provide for the fair utilization of minority/women owned business enterprises in the performance of work on this project and, where a contract is awarded, engage in a "good faith effort" to ensure that minority/women/disadvantaged-owned business enterprises have the maximum opportunity to participate in the performance of work under this Contract.

12. DISPUTES. Disputes because of, but not limited to, drawings, workmanship or the Contract documents will be resolved between the GRANTEE, CONTRACTOR, and the Arizona State Registrar's Office or through any other lawful remedies available to each party.

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

14. CONTRACTOR'S DOCUMENTS. CONTRACTOR shall keep at the work site a copy of the Contract documents and shall at all times allow them to be available for inspection by GRANTEE staff or designees. All documents in this packet, contracts, plans, and specifications, are intended to be complete and complementary and to prescribe a complete work. If any omissions are made of information necessary to carry out the full intent and meaning of the Contract documents, the CONTRACTOR shall immediately call the matter to the attention of the GRANTEE for furnishing detail instructions.

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

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

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

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

19. ACCIDENT PREVENTION. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association of General Contractors of America, and the requirements of the Occupational Safety and Health Administration.

20. CONFLICT OF INTEREST. No officer or employee of the CONTRACTOR may seek or accept any gifts, services, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

21. MISCELLANEOUS PROVISIONS

A. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

B. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Contract shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

22. CERTIFICATION REGARDING LOBBYING

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding or any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

C. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards at all ties (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

23. DRUG FREE WORKPLACE

The CONTRACTOR shall maintain a Drug Free Workplace for all employees.

24. IMMIGRATION COMPLIANCE WARRANTY

As required by A.R.S. § 41-4401, CONTRACTOR hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). CONTRACTOR further warrants that after hiring an employee, CONTRACTOR verifies the employment eligibility of the employee through the E-Verify program. If CONTRACTOR uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. CONTRACTOR is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town, at its option, may terminate the Contract after the third violation. CONTRACTOR shall not be deemed in material breach of this Contract if the CONTRACTOR and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any CONTRACTOR or subcontractor employee who works on the Contract to ensure that the CONTRACTOR or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

25. SUDAN/IRAN CLAUSE

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

26. MISCELLANEOUS LABOR STANDARD REQUIREMENTS

The following information that was included in the Bid Package for this project is a part of this contract.

- 1. Wage Rate# AZ120013 Mod# 1
- 2. HUD 4010 and Civil Rights information included in the bid package.
- 3. Completed LS2, LS3's, LS4's, and LS5's in Labor Standard File.
- 4. Fly Ash Certification.
- 5. Contractor's License # ROC259019 Expiration Date 9/30/13
- 6. Insurance.
- 7. Change Orders.

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

28. SCOPE OF WORK

See attached plans and specifications.



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

TOWN COUNCIL REGULAR MEETING
May 15, 2012- 6:30 pm Town Council Meeting Chambers

Agenda Item # 9.2 Consideration for hiring a Community Development Coordinator - Re-define and Fill a full time position vacancy in the Community Development Department. Review, discussion and possible action.

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

Date submitted: May 9, 2012

Recommendation: Support staff's decision for proceeding with filling said vacancy.

Summary:

A full time position is open in the Community Development Department. The vacancy became available in Nov., 2011. The Community Development Dept. has been staffed by a part time employee who works 24 hours a week and a temporary employee who also handles phone calls for other departments. All other personnel also assist the functions that pertain to this department in order to keep the daily operations flowing at a minimum. The Department handles various planning /zoning codes and building permit questions, permit application processing, code enforcement matters and some community outreach activities. The Department works closely with Yavapai County Building Department as the Town's building plan review and inspection is currently handled by the County. The Department also is expected to provide staff support to the Planning and Zoning Commission and the Board of Adjustment.

Under Council's direction, I have spent quite some time since January to observe and analyze staffing needs for the Community Development Department. It has become apparent that a full time position is needed in order to maintain an effective level of service. I hereby propose to fill the full-time position by down-grading the previous Planner position to a new position with a lower pay level. This new position will handle similar day-to-day activities except for the supervisory responsibility. Its title is "Community Development Coordinator". The position's hiring range is from \$14.42 / hr (\$30,000 annually) to \$18.55 /hr (\$38,584 annually) whereas FY 11-12 budget allowed \$59,000 for the Planner position's salary (the previous Planner was a certified Planner). The proposed FY 12-13 budget (May 4's version) is able to handle the proposed pay range. Further, I believe that the Town may not need a full time planner; however, when necessary, we can avail ourselves to expert consultation services which have been allotted for in the proposed budget. This way we are able to provide quality services to our community without a high price tag.

I plan to begin advertising immediately anticipating the hiring process will take up to 8 weeks to complete. The position will begin at the onset of the new fiscal year. I will be glad to discuss other details with the Council if needed. The Community Development Coordinator position job description is attached.

Attachment: Community Development job description
Town Council Regular Meeting

May 15, 2012

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Community Development Coordinator **(hiring range: \$14.42 / hr – \$18.55 / hr)**

Brief Description:

Under general supervision, the employee performs day-to-day implementation of the Town's general plan, land use and zoning codes, and the building codes. The employee coordinates, plans, and organizes the activities of the Community Development Department, including functions of Planning and Zoning, Building Safety and Permit Administration.

Essential Functions: Essential functions, as defined under the Americans with Disabilities Act, may include the following duties, knowledge, skills and abilities. This list is ILLUSTRATIVE ONLY, and is **not** a comprehensive listing of all functions and tasks performed by incumbents of this classification.

- ⊕ Interprets and applies Town codes, ordinances, regulations, standards, guidelines, policies and procedures pertinent to planning, zoning, land development, land use, assessment of fees, and building design.
- ⊕ Coordinates activities of the Community Development Department staff by interpreting and applying policies and codes concerning permit administration, building safety and land use and zoning.
- ⊕ Serves as a technical advisor on development issues by gathering information, Provides technical assistance regarding the Codes, attending Board, Commission and Council meetings, preparing staff reports and other documents recommending changes to processes, and resolving problems and concerns with customers.
- ⊕ Handles various administrative permits (zoning clearances, building permits, sign permits, etc.). Handles counter services, such as permit fee collection based on established schedules.
- ⊕ Recommends code and procedure changes, where appropriate, to address developer, contractor, engineering and architectural issues in development permitting and processing.
- ⊕ Assesses land use related applications by reading, reviewing, evaluating, and commenting on the content of various proposals and applications.
- ⊕ Coordinates administrative and operational matters, including but not limited to budget preparation.
- ⊕ Performs other related duties as assigned.

Minimum Qualifications:

Knowledge, skills and abilities:

Working knowledge of the principles and practices of community planning and zoning administration; building construction and code enforcement; and public finance as applied to community planning.

Knowledge can be acquired through a combination of college education and 5 years of direct working experience or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

Abilities to:

- ⊕ Understand, interpret and implement codes, such as Town's Code of Ordinance, International Building Codes.
- ⊕ Perform technical research and give reliable advice on development projects.
- ⊕ Establish and maintain cooperative working relationships with those contacted in the course of work, including but not limited to citizens, other employees, elected and appointed officials, and other agency representatives.
- ⊕ Balance a demanding workload and diverse set of projects and priorities.
- ⊕ Prepare clear and concise reports on technical material.

Skills in:

- ⊕ Using computer and related software applications.
- ⊕ Communicating clearly (oral, written and graphic).

Education and Experience:

College education in planning, public administration or a related field and 5 years of relevant working experience in the fields of land use, building, code enforcement or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

Bachelor Degree highly desired.

Additional Requirements:

Physical Requirements: Exerting up to 20 pounds occasionally, 10 pounds frequently, or negligible amounts constantly AND/OR walking or standing to a significant degree.

Work Environment: Position is subject to an office environment and some outdoor site visits.

License and Certificate: Must possess a valid Arizona Motor Vehicle Operators License.

FLSA Status: Exempt.

Reports to: Town Manager and/or his/her designee for the Community Development Department.

Developed: May 2012.

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**TOWN OF DEWEY-HUMBOLDT
PLANNING & ZONING ADVISORY COMMISSION
REGULAR MEETING MINUTES
MAY 3, 2012, 6:00 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT PLANNING AND ZONING COMMISSION WAS HELD ON THURSDAY, MAY 3, 2012, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. CHAIR BOB BOWMAN PRESIDED.

1. **Call To Order.** The meeting was called to order at 6:10PM. Chair Bob Bowman presided.

2. **Opening Ceremonies.**

2.1. **Pledge of Allegiance.** Made.

3. **Roll Call.** Commissioners Chris Berry, Andy Peters, Mel Scarbrough, Vice Chair Arlene Alen and Chair Bob Bowman were present. Commissioners Glen Allen and Claire Clark absent.

4. **Disclosure of Ex Parte Contacts.** None.

5. **Announcements Regarding Current Events.** None.

6. **Consent Agenda.**

6.1. **Minutes.** Minutes from the February 9, 2012 Meeting.

Andy Peters made a motion to approve the April 5, 2012 meeting minutes as written; seconded by Vice Chair Arlene Alen. The vote passed unanimously.

February 9, 2012 meeting minutes were postponed as Commissioner Andy Peters was not present at that meeting so there was not a quorum to vote. Upon Commissioner Berry's arrival, Vice Chair Alen made a motion to approve the February 9, 2012 meeting minutes; seconded by Commissioner Scarbrough. The vote passed in favor with Commissioner Peters abstaining.

7. **Discussion Agenda – Unfinished Business.** None.

8. **Discussion Agenda – New Business.**

8.1. **Discussion of whether the Commission should meet more often.**

Commissioner Chris Berry arrived at 6:10PM.

There was discussion. All Commissioners agreed that as long as they can get items accomplished during their regular monthly meetings, having lengthy meetings when necessary, there is no need to schedule additional standing meetings; may be necessary to schedule a work session when the workload is heavy; and cancel or postpone meetings when there is nothing on the agenda.

Chair Bowman made a motion to hold one meeting per month unless a special item is brought to the Commission's attention that requires immediate action or an item cannot be concluded at a regular meeting; seconded by Commissioner Peters. The vote passed unanimously.

8.2. Discussion on implementation plan for Council's Priority List (Illegal Lot Divisions – Establish enforcement policies; Accessory Dwelling Units; Historic Buildings)

Vice-Chair Alen stated depending on what Staff could take on for research should determine what is handled first. Commissioner Peters stated the discussion among the Town Council during the Joint Meeting indicated that both the illegal lot division and accessory dwelling units were problematic; if Staff is unable to research the top two items, then ask Staff which one of the top three they can support.

Commissioner Berry stated the illegal lot division and accessory dwelling units seem to have the most legal ramifications, negative connotations and need to be dealt with as they are highest on the priority list. He suggested getting a clear idea of why these two items arose in the first place, an historical report, what the Town is facing, what needs to be addressed, get a clear reading of the current law pertaining to these items, and options to rectify the situation with more than one alternative, if possible. All members of the Commission were in agreement.

Chair Bowman stated these items have been discussed previously at Planning & Zoning, but Council wants the Commission to do more work on these items. Chair Bowman will work with Staff and the Mayor on these items and have the information distributed before the meeting so the Commission can prepare. Commissioner Scarbrough asked if the Town Council has to approve the information gathered. Chair Bowman confirmed and stated the Planning & Zoning Commission is advisory and submits recommendations to the Town Council to make policy.

Chair Bowman made a motion to discuss at next month's Planning & Zoning meeting illegal lot division, enforcement policies and accessory dwelling units with research prepared one week ahead of time; seconded by Commissioner Berry. The vote passed unanimously.

9. Public Hearing Agenda. None.

10. Commissioners' Forum.

Chair Bowman has heard comments from the public that since the Planning & Zoning meeting has changed from 6:30PM to 6:00PM there is confusion about what time the meeting is scheduled. There was discussion and the Commission agreed to keep the meeting scheduled at 6:00PM.

Commissioner Peters asked where the Commission stands relative to conferences and training and stated the Mayor encouraged the Commission to attend any possible training if there is funding. Chair Bowman recommended a larger budget for training. This item to be discussed when budget information is available.

Commissioner Berry suggested putting Discharge of Firearms on a future agenda. At the previous meeting Staff was to get an opinion from the Attorney. Commissioner Peters stated he did some preliminary research and found incorporated areas within Arizona do not permit the discharge of firearms whether live ammunition or not. There was discussion about re-enactments;

creating a written policy, ordinance, etc. Vice Chair Alen suggested Staff gather research from neighboring towns to see how they handle it.

11. Comments from the Public. None.

12. Town Planner's Report. Chair Bowman stated Steve Mauk from Yavapai County Planning Department and Richard Parker from Prescott Valley Planning Department would be here to discuss roles and responsibilities of Planning & Zoning, Staff and Council and asked everyone to attend.

13. Adjourn. The meeting was adjourned at 6:45PM.

Robert Bowman, Chairman

ATTEST:

Mandi Garfield, Administrative Assistant