

SPECIAL STUDY SESSION MEETING NOTICE
TOWN COUNCIL OF DEWEY-HUMBOLDT
Tuesday, August 14, 2012, 2:00 P.M.

COUNCIL SPECIAL STUDY SESSION 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. Roll Call.

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

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

3.1. Southwest Fair Housing Council Presentation on Free Services. A presentation by Jo Ann Reyes.

3.2. Intent to bid out the Pavement Preservation Project. Discussion and possible direction.

3.3. Old Black Canyon Highway right-of-way acquisition, ownership and maintenance issues. Report and discussion.

4. Special Session. Legal Action can be taken.

4.1. Centennial Monument discussion. Discussion and possible action (continued from July 3, 2012 Council meeting).

4.2. Accountability Contracts review and discussion. Implementing Council decisions on donations to the Little League and the D-H Historical Society.

4.3. Consideration of purchasing current town hall property. [CAARF Requested by CM Repan]

4.4. Discussion, direction and action on Ordinance No. 11-88. [CAARF Requested by CM Wright]

4.5. Discussion, direction and/or action on adopting all rules and procedures necessary or convenient for the conduct of business by the Board of Adjustment. [CAARF Requested by CM Wright]

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5. **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.

6. **Adjourn.**

For Your Information:

Next Town Council Meeting: Tuesday, August 21, 2012, at 6:30 p.m.

Next Planning & Zoning Commission Meeting: Thursday, September 6, 2012, at 6:00 p.m.

Next Town Council Work Session: Tuesday, September 11, 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.

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

Judy Morgan

From: Yvonne Kimball
Sent: Wednesday, August 08, 2012 1:43 PM
To: Judy Morgan
Subject: Aug. 14 meeting - 3.2
Attachments: Pavement Preservation MAG Contract Fall 2012 10-6-11.DOC; Pavement Preservation Cost Estimate 20122013.pdf; D-H Letterhead Pavement Preservation Project Scope 2012-2013 - Copy.doc

H, Judy,

Please accept this as the cover memo for August 14's meeting item 3.2. Attached are the bidding document (for advertisement), cost estimated prepared by staff, and FY 12-13's pavement preservation project scope of work.

Thanks.

Yvonne Kimball

Town Manager
Town of Dewey-Humboldt

TOWN OF DEWEY-HUMBOLDT
2012 Pavement Preservation



**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

**PREPARED BY
TOWN OF DEWEY-HUMBOLDT
2735 South Highway 69, Suite 12
Dewey-Humboldt, Arizona 86329**

October 2012

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ADVERTISEMENT FOR BIDS

Town of Dewey-Humboldt will be accepting bids from eligible bidders for the following activity:
Dewey-Humboldt 2012 Pavement Preservation
2735 South Highway 69, Suite 12
Dewey-Humboldt, Arizona 86329

ACTIVITY DESCRIPTION:

Work includes crack sealing approximately 1.94 miles of 18-22' wide asphalt roadway with no curb and gutter. Work also includes a preservative pavement seal of approximately 2.52 miles of 18-22' wide roadway.

Plans and specifications may be obtained at the following location:

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TOWN OF DEWEY-HUMBOLDT

2735 South Highway 69, Suite 12
Dewey-Humboldt, Arizona 86329

Bona-fide licensed general contractors may secure copies of the proposed Bid Documents from the above, on the following basis:

1. PLANS AND SPECIFICATIONS DEPOSIT of \$0.00 for one (1) set for each prime bidder. PARTIAL SETS are *not* available.

Sealed bids will be accepted Thursday, August 30, 2012, until 2:00 p.m. by the

Dewey-Humboldt Town Clerk
2735 South Highway 69, Suite 12
Dewey-Humboldt, Arizona 86329

Bids will then be publicly opened immediately after the stated time.

Each bid must be accompanied by a bond or certified check in the amount of ten percent (10%) of the bid, made payable to **TOWN OF DEWEY-HUMBOLDT**, as guarantee that if the work is awarded to the bidder, he will, within ten days from the date of such award, enter into proper CONTRACT and bond condition for the faithful performance of the work, otherwise said amount will be forfeited to said TOWN OF DEWEY-HUMBOLDT as liquidated damages. Such check or bid bond will be returned to the respective unsuccessful bidders upon the award of the contract to the successful bidder and will be returned to the successful bidder upon the execution and delivery of the satisfactory surety company bonds and construction contract.

Planholders will be requested to supply the following information on the planholders list: the name of the company, current address, telephone, and fax phone number. Neither the Engineer nor the owner will be responsible for non-receipt of addenda due to incorrect or missing information on the planholders list.

TOWN OF DEWEY-HUMBOLDT will endeavor to insure in every way possible that disadvantaged/minority/women-owned business enterprises plus Section 3 qualified businesses shall have every opportunity to participate in providing professional services, goods and construction contracts without being discriminated against on the grounds of race, religion, sex age or natural origin.

PROPOSAL

TOWN OF DEWEY-HUMBOLDT, ARIZONA

PUBLIC WORKS DEPARTMENT

PROPOSAL to the Town of DEWEY-HUMBOLDT.

In compliance with the Advertisement for Bids, by the Town Engineer, the undersigned Bidder:

Having examined the contract documents, site of work, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the contract documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the inside pages of this form.

Understands that construction of this project shall be in accordance with all applicable Uniform Standard Specifications and Standard Details for Public Works Construction Sponsored and Distributed by the Maricopa Association of Governments except as otherwise required by the Project Plans and Specifications.

Understands that this proposal shall be submitted with a proposal guarantee in the form of a certified check, cashiers check or surety bond for ten (10) per cent of the amount bid.

Agrees that upon receipts of Notice of Award, from the Town of DEWEY-HUMBOLDT, he will execute the contract documents.

Work shall be completed within **14**business days, beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining the necessary material and/or equipment. The Contractor shall acknowledge that due to seasonal change he may be restricted from beginning work until weather and temperatures allow for oil placement. Contract times will be extended around weather limitations.

The Bidder hereby acknowledges receipt of and agrees his proposal on the following Addenda.

NOTICE TO ALL BIDDERS:

Town of Dewey-Humboldt is an equal opportunity employer.

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, (hereinafter called the Principal), and the _____, a corporation duly organized under the laws of the State of _____ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto the _____ of _____ as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the _____ of _____ for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with Arizona Revised Statutes.

WHEREAS, the said Principal is herewith submitting its proposal for Dewey-Humboldt 2011 Pavement Maintenance.

NOW, THEREFORE, if the _____ of _____ shall accept the proposal of the Principal and the Principal shall enter into a contract with the _____ of _____ in accordance with the terms of the proposal and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the Bonds and Certificates of Insurance, if the Principal pays to the _____ of _____ the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this _____ day of _____, A.D., 20__

Principal

Title

Witness:

Surety

Title

Witness:

CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____, 2010, by and between _____, County of _____, and State of Arizona, party of the first part, hereinafter designated the CONTRACTOR, and the Town of DEWEY-HUMBOLDT, a municipal corporation, organized and existing under and by virtue of the State of Arizona, party of the second part, hereinafter designated the OWNER.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said Owner, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I—SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **Dewey-Humboldt 2011 Pavement Maintenance** and to completely and totally construct the same and install the material therein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specification prepared by the Engineers for the Owner, and with such modifications of the same and other documents that may be made by the Owner through the Engineer or his properly authorized agents, as provided herein.

ARTICLE II—CONTRACT DOCUMENTS: The Call for Bids, Plans, Standard Specifications and Details, Special Provisions, Addenda, if any, and Proposal, as accepted by the Mayor and Council, Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III—TIME OF COMPLETION: The Contractor further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the proposal pamphlet.

ARTICLE IV—PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the Owner, through its Engineer, and to his satisfaction, the Owner agrees to pay the said Contractor the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price on the Proposal made a part hereof, and to make such payment within forty-five (45) days after final inspection and acceptance of the work.

ARTICLE V—SUDAN AND IRAN: 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 Agreement shall warrant that they do not have scrutinized business operations in Sudan or Iran.

ARTICLE VI-COMPLIANCE WITH FEDERAL AND STATE LAWS: The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. §34-302, as amended, "Residence Requirements for Employees."

Under provisions of A.R.S. §41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of the Contract and shall subject the Contractor to penalties up to and including termination of the Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that Contractor of Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor’s Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither the Contractor nor any of its Subcontractors shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of the Article must be included in any contract the Contractor enters into with any and all of its Subcontractors who provide services under this Contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

The Contractor hereby agrees to indemnify and save harmless the Town of DEWEY-HUMBOLDT, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents, and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Workmen’s Compensation laws or any other law, bylaw, ordinance, or order or decree.

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 Agreement shall warrant that they do not have scrutinized business operations in Sudan or Iran.

IN WITNESS WHEREOF, four (4) identical counterparts of this contract each of which shall be for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

The Contractor agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of indicated amount(s), as bid in the Proposal.

ATTEST:

(CONTRACTOR—Party of the First Part)
By _____
Name and Title

WITNESS: If Contractor is an Individual

(Corporate Seal)

ATTEST:

Town of DEWEY-HUMBOLDT, a municipal corporation
(Owner—Party of the Second Part)

Town Clerk

By _____
Mayor

APPROVED AS TO FORM:

Town Attorney(s)
By:

CONTRACT PERFORMANCE BOND

**STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of Contract amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, _____(hereinafter called the Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the Town/City of _____, (hereinafter called the Surety) as Surety, are held firmly bound unto the _____ of _____ (hereinafter called the Obligee), in the amount of _____ (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the _____ day of _____, 20____, to construct _____ which contract is hereby referred to and made a part of hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract with or without notice to the Surety, and during the life of any guaranty required under the contract and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20____

AGENCY OF RECORD

PRINCIPAL SEAL

By _____

SURETY

By _____

AGENCY ADDRESS

LABOR AND MATERIALS PAYMENT BOND

**STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, _____(hereinafter called the Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the Town/City of _____, (hereinafter called the Surety) as Surety, are held firmly bound unto the _____ of _____ (hereinafter called the Oblige), in the amount of _____ (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige dated the _____ day of _____, 20____, to construct _____ Project # 2009-003 which contract is hereby referred to and made a part of hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void, otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20____

PRINCIPAL SEAL

AGENCY OF RECORD

By _____

SURETY

AGENCY ADDRESS

By _____

C. All owned, hired or non-owned automotive equipment used in connection with the insured operation.

It is agreed that none of these policies will be canceled or changed so as to affect this certificate until ten (10) days written notice of such cancellation or change has been delivered to the Town of Dewey-Humboldt.

It is further agreed that:

- (1) These policies shall not expire until all work has been completed and the project has been accepted by the Town of Dewey-Humboldt. **(If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to the Town of Dewey-Humboldt not less than five days prior to expiration date.)**

This certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

Date _____ Countersigned by _____

Signature

TS-111 **General Provisions** - Add the following section in its entirety.

TS-111.1 DESCRIPTION:

The work under this Section shall consist of the following:

- Obtaining all permits; Moving all materials and equipment onto the site; Furnishing and erecting construction facilities; Implementing security requirements; Providing onsite sanitary facilities; Arranging for and preparing CONTRACTOR’S work storage area; Developing a detailed construction schedule acceptable to ENGINEER; Provide and install project sign(s), fences, gates, etc.
- Preparation of reports, records and record drawings
- Preparation and processing pay requests, schedules, samples and shop drawings
- Equipment inspection and testing
- Materials testing of soils, concrete and asphalt concrete
- Providing patent and license fees
- Providing construction survey staking
- Paying all permit and temporary license fees
- Installing temporary construction power and wiring
- Protection of the work, property and persons
- Providing insurance and bonds
- Coordination with other contractors under separate contracts with the OWNER
- Provide a temporary land zone for construction facilities or material storage
- Provide guarantees, taxes, and environmental construction requirements
- Schedule conferences and meetings
- Provide traffic control, barricades, warning devices
- Provide surveys, schedules, reports and records preparation
- Notification of property owners and any other incidentals necessary or required to provide a complete project which is not included in other bid items
- Providing water and water meter to site necessary for construction

TS-110.2 METHOD OF MEASUREMENT:

No measurement will be made for this item.

TS-110.3 BASIS OF PAYMENT:

No separate payment will be made for this item. The work listed above will be included in the total project bid cost.

PART TS – 300 STREETS AND RELATED WORK

TS-330 **ASPHALT CHIP SEAL**-add the following:

SINGLE CHIP SEAL

This item shall fully comply with Section 330 of the Uniform Standard Specifications except that the application of the chip seal coat shall not begin before two days after the application of the prime coat.

The emulsified asphalt shall be grade CRS-2P and shall fully comply with Section 713 of the MAG Uniform Standard Specifications.

The stone chips shall fully comply with Section 716 of the Uniform Standard Specifications , High Volume chips except precoating is not required.

Material testing shall be per Section 330.2.3 Material Testing

Payment for this item will be made at the contract unit price per square yard for all labor equipment and materials including the prime coat, Liquid Asphalt for Chip Seal (CRS-2P), and for Stone Chips, complete.

TS- 330.2 MATERIALS:

TS_330.2.1 Asphalt Binder – CRS-2P:

TABLE 2		
ASPHALT BINDER APPLICATION RATE		
Surface	First layer	Second layer
Unpaved surface (AB, Select, etc.)	0.45 gal/sy CRS-2P	0.45 gal/sy CRS-2P

TS-330.2.2 Aggregate: The cover material shall meet the requirements of Section 716

High volume aggregate chips shall be in accordance with Section 716.

The aggregate chip application rate for the cover material is estimated according to Table 4, unless otherwise specified by the Engineer:

TABLE 4		
AGGREGATE CHIP APPLICATION RATE		
Surface	First layer	Second layer
Unpaved surface (AB, Select, native, stabilized millings etc.)	30 lbs/sy	30 lbs/sy

If moist chips are used, the total moisture content shall not exceed 1.5%.

It is the responsibility of the Contractor to determine that the asphalt binder is compatible with the aggregate.

Certified weigh tickets for aggregate are required.

TS-330.2.3 Material Testing: Contractor is responsible for Quality Control of materials used. Testing done by the Engineer will be for assurance that materials used conform to the specifications and shall not be considered part of the Contractor’s quality control.

Asphalt Binder: Provisions for properly sampling from distributor trucks or on-site bulk storage units shall be made by the Contractor. Sampling shall be done by Contractor and witnessed by the Engineer in accordance with the latest edition of ASTM D-140, “Standard Methods of Sampling Bituminous Materials”. Testing will be done by the Engineer in accordance with the latest edition of ASTM or AASHTO.

The minimum amount of asphalt binder sampling and testing shall be once per 500 tons of binder. Material found in non-compliance will be rejected and removed from the job site. No payment will be made for rejected material. The project shall not resume until the new material is tested and found in compliance. No lost time will be considered as a result of material being found in non-compliance.

Cover Material: Cover material will be sampled and tested by the Engineer in accordance with the latest edition of ASTM C-136, “Sieve Analysis of Fine and Coarse Aggregates”. The Engineer will sample aggregate cover material for acceptance at the point of placement. Material used for the analysis shall be that which is collected in the collection apparatus, placed on the pavement, when verifying spread rate.

The minimum amount of cover material sampling and testing shall be once per day. Material found in non-compliance will be rejected. No payment will be made for rejected material. The area represented by the test shall be the area covered the day the sample was taken. No lost time will be considered as a result of material being found in non-compliance.

Moisture Content: Moisture content will be sampled and tested by the Engineer in accordance with the latest edition of ASTM C-566, "Total Evaporable Moisture Content of Aggregate by Drying". Aggregate exceeding the moisture content will be rejected. The operation will cease until Contractor can show the moisture content is at an acceptable limit.

TS-330.3 TIME OF APPLICATION AND WEATHER CONDITIONS:

The chip seal shall not be applied unless the pavement temperature or ground surface temperature of the area to be chipped, measured in the shaded area, is at least 70° F and rising.

TS-330.4 CONSTRUCTION METHODS:

TS-330.4.1 Preparation of Surfaces: Contractor shall remove and dispose of raised pavement markers (if any) prior to the placement of the chip seal. Removal shall be by chipping, grinding, or other method approved by the Engineer.

When necessary, cleaning of the existing pavement surface shall be supplemented by hand brooms or other methods, approved by the Engineer, to assure a good bond between the asphalt binder chip seal and the pavement surface. Power brooms or pick up brooms alone may not be adequate to thoroughly clean the surface. Contractor shall have a water truck present and operating at all times, when operating power brooms, to keep dust levels down to the satisfaction of the Engineer. If water is used, the pavement shall be dry before applying the asphalt binder, when using non-emulsified asphalt binder. Contractor shall conduct all sweeping operations in the same direction as traffic flow.

A Tack Coat is not required prior to chip sealing.

Excess chips shall be swept from the surface prior to the application of the second chip layer. Allow 24 hours prior to sweeping.

Actual pavement dimensions may vary from those shown on plans or on the road list. Contractor shall clean, chip, and fog seal all existing pavement.

TS-330.4.2 Application of Bituminous Material: The bituminous material shall be applied the same day the pavement is cleaned.

TS-330.4.3 Application of Cover Material: The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the aggregate to the front, and a spreading hopper equipped with a full width distribution auger and spread roll. The spreader shall be in good mechanical condition and be capable of applying the cover material uniformly across the spread at the specified rate.

Trucks for hauling cover material shall be tailgate discharge and shall be equipped with a device to lock onto the hitch at the rear of the cover material spreader.

Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed, which results in aggregate spillage while dumping into the receiving hopper.

330.4.4 Rolling: In residential areas, rollers shall be skirted so that any cover material that should stick to the tires during rolling will be thrown back down to the pavement instead of outward into neighboring property.

Three operational pneumatic-tired rollers, with operators shall be provided to accomplish the required embedment of the cover material. If Contractor is working at more than one location, there shall be a minimum of three rollers, with operators at each location.

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the cover material spreader. Four complete passes with rollers shall be made and all rolling completed within one hour after the application of the cover material. If the spreading is stopped for an extended period, the cover material spreader shall be moved ahead or off to the side so that all cover material can be immediately rolled.

TS-330.4.5 **Joints:** Paper shall be used at the beginning and end of the chip seal section to make a smooth, straight, clean transition. Paper shall also be used at concrete bridge decks.

TS-330.4.6 **Surplus Aggregate Removal:** Contractor is responsible for locating and acquiring areas to stockpile materials and equipment needed for construction. Contractor shall obtain a letter of release from the property owner prior to stockpiling/equipment storage. The cost of material stockpiling, equipment storage and cleanup is incidental to the project. Contractor shall conduct all sweeping operations in the same direction as traffic flow.

Before final acceptance by the County, all private or public property and grounds occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures and equipment. All parts of the work area shall be left in a condition equal to, or better than, it was prior to the start of the project.

Cleanup shall also include the daily removal of chip seal materials from manhole covers, valve covers, fire hydrant markers, gutters, curbs, sidewalks, etc. in the project area.

Contractor shall keep driveways and sidewalks clean of any loose chips, in residential areas, on a daily basis during construction and daily for one week after the application of the fog seal. Air powered blowers are not allowed.

TS-330.4.7 **Distributing Equipment:** In addition to the requirements of MAG section 330.4.7 distributor trucks shall comply with the requirements of Section 404-3.02 (A) of the Arizona Department of Transportation Standard Specifications for Road and Bridge Constructions, current edition.

TS-330.4.8 **Performance:** The completed chip seal shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a skid resistant surface texture. Prior to fog seal, areas of the chip seal mat where the old road surface is exposed, or areas where asphalt binder lies uncovered by chips, shall be filled in by the Contractor with asphalt binder and cover material and rolled.

TS-330.4.9 **Fog Seal Coat:** The fog seal coat is required when the top layer is constructed using uncoated aggregate chips, fog seal coat is not required when the top layer is constructed using pre-coated aggregate chips. Fog seal coat shall be constructed in accordance **with Section 333**, except as modified below:

Within 48 hours after application of the final layer of uncoated chips, surface shall receive a fog seal coat. The estimated application rate is 0.10 gal/square yard or less. The exact rate of application shall be determined by the Engineer.

TS-330.4.9.1 **Emulsified Asphalt:** Emulsified Asphalt shall be grade SS-1h, as specified in Section 713, diluted in proportions of 50% water and 50% emulsified asphalt.

TS-330.7 **PAYMENT:** Payment shall be in accordance with Section 330.7 except as modified below:

Chip seal will be paid at the contract price per square yard which shall include all labor materials and equipment.

PART TS – 333 Fog Seal Coats

TS-333.6 Application of asphalt emulsion: Replace the second to the last sentence of the first paragraph with the sentences:

Application rate shall be between 0.08 and 0.12 gallons per square yard. The rates of application may vary because of different conditions within the project limits.

TS-337 **ASPHALT CRACK SEAL**-add the following:

TS-337.1 Crack sealing should consist of bituminous crack sealant per specification.

TS-337.2 Materials:

Crack sealant shall be **PolyFlex 2** sealant manufactured by CRAFCO or approved equal.

TS-337.5 Preparation of Surfaces:

Immediately before applying the sealant, cracks shall be cleaned of dirt and loose material by means of Compressed air, hand brooms with debris being swept to the shoulder of road. Cracks shall be clean to a minimum depth of .25-inches as possible. Cracks shall be filled flush with surrounding Pavement upon curing.

Pedestrian and Vehicle Protection:

Contractor shall protect pedestrian and vehicles from applied product until product has had sufficient time to cure.

TS-337.9 Measurement and payment:

Crack seal shall be measured and paid for by the gallon complete and in place as specified in the bid Schedule.

PART TS – 400 RIGHT-OF-WAY AND TRAFFIC CONTROL

TS-401 **Traffic Control** – Delete MAG Section 401 in its entirety. Add the following:

Section 401 Construction Traffic Control

TS-401.1 Description

This item shall consist of traffic control devices, flagmen and/or pilot cars. All traffic control devices, the application of traffic control measures and traffic regulations in these specifications are to supplement and are not intended to delete any of the provisions of the Contracting Agency's Traffic Barricade Manual or any agency supplement to the manual of Uniform Traffic Control Devices. The CONTRACTOR shall submit to the Engineer for approval a traffic control plan and schedule prior to commencing the construction.

TS-401.2 Materials

All materials for traffic control devices and flagmen equipment for construction projects shall meet the Engineer's approval and conform to Part IV of the most current edition of the Manual of Uniform Traffic Control Devices.

TS-401.3 Construction Methods

Traffic control devices shall consist of providing, erecting and maintaining necessary and adequate traffic control devices for the protection of the Work, the workmen, and the traveling public in conformance with industry standards and the approved plan.

TS-401.3.1 Temporary control devices shall be used to guide traffic through construction areas. They include traffic cones to channelize traffic, portable barricades for warning, vertical panel channelizing devices to divert traffic and lighting devices between the hours of sunset and sunrise.

TS-401.3.2 Advance warning devices shall be used to alert the motorist of an obstruction in the roadway. They include diamond shaped signs, flags and flasher type high level warning devices mounted eight (8) feet above the roadway.

Traffic maintenance and control through the construction area for the duration of the project is the responsibility of the CONTRACTOR. The CONTRACTOR shall keep the road open and in an acceptable condition for traffic (local only if an alternate route is available) while the improvements are being made, unless a road closure is approved by the Engineer in advance. Twenty-four hour advance notification shall be given to the Engineer, all emergency services and schools prior to any partial or complete road closure. If the street is to remain open to traffic, the CONTRACTOR shall arrange his work so that only one side of the road is denied to traffic for any one time. During the hours of construction inactivity, two-way traffic shall be provided for. The contractor shall also provide and maintain in a safe condition temporary approaches or crossings and intersections with trails, streets, businesses, parking lots and garages at all times. Temporary ramps, when required, shall be constructed of asphalt and shall meet ADA requirements.

TS-401.3.3 Traffic Regulations

Local roads within Youngtown can be reduced, when construction requires, during the times indicated below:

A minimum of one lane with flagmen shall be maintained at all times during construction. During non-work hours a minimum of two lanes (one for each way) shall be maintained. Detours through side streets are allowed during working hours per the Town approved traffic control plan.

Contractor shall be responsible for creating a traffic control plan and obtaining an encroachment permit from ADOT to perform work at or near Highway 69 right-of-way.

Police Officer Requirements

The Contractor shall provide one off-duty police officer at the intersection of Kachina Road and Highway 69 as required by ADOT and when deemed necessary by the Town, from 6:00 a.m. to 7:00 p.m. weekdays, and during working hours nights and weekends when traffic is restricted (as described in the Traffic Barricade Manual).

When construction activities do not restrict traffic through the intersections, police officer hours may be reduced or suspended at the direction of the Engineer. Preference shall be given to using local police and sheriff department forces when available.

Local Access Requirements

The Contractor shall maintain local access to all side streets, access roads driveways, alleys, and parking lots at all times and shall notify resident 72 hours in advance of any restrictions, which will affect their access. The Contractor shall restore the access as soon as possible. If the primary access cannot be restored in a timely manner, the Contractor shall provide an alternative that shall be pre-determined with the residents prior to imposing restrictions. Any local street restrictions imposed shall be such that local area traffic circulation is maintained.

Business Access Requirements

Access shall be maintained to adjacent businesses at all times during their hours of operation. Access may be maintained by such measures as constructing driveways in half section, or by providing bridging over new concrete. Properties with multiple driveway access shall not have more than one driveway access restricted at any given time. While the one driveway is restricted, access to the other adjacent driveways shall be maintained and unrestricted. Each individual driveway access restriction shall be no more than fourteen (14) days prior to imposing restrictions.

Pedestrian Access Requirements

The Contractor shall ensure that all sidewalks on this project remain in compliance with the Americans with Disabilities Act (ADA) Standards. All open pedestrian walkway areas, paved or unpaved, shall be maintained and safely usable at all times. Such measures as backfilling or ramping to existing sidewalks, or providing alternate sidewalk areas adjacent to existing sidewalks may be used. In high pedestrian use areas, the Engineer may request temporary hard-surface walkways, such as plywood sheets to be installed at no additional cost to the Town.

Special Sign Requirements

The Contractor shall provide, erect, and maintain advance notification; informational; and directional access signs (for businesses, churches, hospitals, etc.) that may be required by the Engineer. The cost shall be included in the bid item for Traffic Control Devices.

Bus Stops

The Contractor shall maintain all existing bus stop locations on this project in a safe manner, or provide alternate bus stop locations and related directional signage as required by the Engineer.

Flagging of Traffic

Flagging of traffic will be permitted during work hours.

Traffic Control Plan

The Contractor shall submit a traffic control plan for approval, showing placement of all traffic control devices, including all conflict signs to be covered/removed or relocated, or other features that may conflict with the placement of temporary signage. This plan shall be submitted to the Engineer at the Pre-Construction meeting or before and to ADOT for work impacting Highway 69 prior to beginning work. The Contractor shall allow the Engineer two (2) calendar days for review and approval of an acceptable plan.

Temporary Traffic Control Zone and Safety

At the Pre-Construction meeting, the Contractor shall designate an employee, other than the Project Superintendent, who is knowledgeable in the principles and methods of proper traffic control and safety. This employee shall be available on the project side during all periods of construction to coordinate and maintain safe, acceptable, and effective temporary barricading whenever construction affects traffic. This person shall be the point of contact for the Engineer, and fully responsible for the Contractor's traffic control setup.

TS-401.3.4 Sequence of Construction

The sequence of construction shall conform to the requirements of the Special Traffic Regulations. The project shall follow a phasing plan approved by the Engineer. All land shall be maintained on a paved surface or compacted all weather surfaces.

TS-401.4 Method of Measurement

No measurement will be done for individual traffic control devices and signing. The lump sum amount for traffic control and signing, if listed in the Bid Schedule, shall be prorated over the length of the project and a portion of the lump sum paid accordingly on the partial pay estimates.

Whenever review by the Engineer determines that traffic maintenance and control is insufficient or deficient with the approved plan, a written list of deficiencies shall be provided to the CONTRACTOR. Deficiencies not corrected within 24 hours will result in a deduction from the CONTRACTOR's pay estimate based on current market prices for the deficient devices and flagmen, as appropriate. The deduction will continue until corrections have been made and verified by the Engineer. The CONTRACTOR will be provided with a written itemization of deductions.

TS-401.5

Basis of Payment

Payment shall be made at the contract unit price, if listed in the Bid Schedule, for traffic control. This price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the item.

Payment will be made under:

Construction Traffic Control

Lump Sum (LS)

APPENDIX A
(Project Diagram)

APPENDIX B
(Testing Guidelines)

**2012/2013
Pavement Preservation cost estimate**

Item No.	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	LS		\$3,000.00
2	Geotechnical Testing	1	LS		\$2,000.00
3	Allowance for Extra work	1	LS		\$3,000.00
4	storm water pollution Prevention	1	LS		\$1,000.00
5	Traffic Control	1	LS		\$5,000.00
6	Crack Seal Per Specifications	1200	Gal	\$10.00	\$12,000.00
7	Fog Seal Per Mag Section 333	20232	Sy	\$0.40	\$ 11,710.40
8	Double Yellow Centerline stripe	8989	LF	\$0.21	\$ 1,888.00
9					
10					
11					
12	TOTAL				\$39,598.40



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

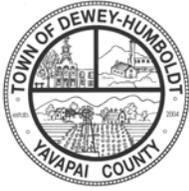
Recommended roads for Fog Coating Fall of 2012

- 1) Old Black Canyon Highway –from McCabe to EDD’s Sand Trail –
.26 Miles/1355LF/3011 SY
- 2) Dewey Road –from Kachina to the Private transition –
.68 Miles/3570LF/7934 SY
- 3) Kachina Place –from intersection of Horseshoe Lane to Pony Lane –
.25 Miles/1240LF/2756 SY
- 4) Meadow Road – from Foothills Drive to Dirt transition –
.6 Miles/3140 LF/6978 SY
- 5) Pony Place –from Kachina Pl. to Horseshoe Ln. –
.2 Miles/1039LF/2309 SY
- 6) Quarter Horse Ln. –from Foothills Dr. to Sierra Rd. –
.53 Miles/2803LF/6288 SY

Recommended roads for Crack Sealing

- 1) Main Street from Highway 69 to End - .4 Miles
- 2) Old Black Canyon Highway from McCabe to EDD’s Sand Trail – .26 Miles
- 3) Dewey Road from Kachina Pl. to the private transition – .68 miles
- 5) Meadow Road - .6 Miles

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

TOWN COUNCIL SPECIAL STUDY SESSION MEETING
August 14, 2012– 2:00 pm Town Council Meeting Chambers

Agenda Item # 4.1. Centennial Monuments Discussion. Legal action can be taken.

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

Date submitted: August 8, 2012

Summary:

This is to continue July 3's Council discussion which was initiated by Dewey-Humboldt Historical Society's request of partnering with the Town for a centennial monument.

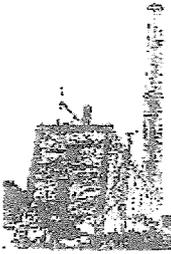
The original attachments are enclosed. Additionally, some sample monuments are enclosed for your consideration.

Staff seeks Council's directions on:

Whether the Town is interested in partnering with D-H Historical Society;

If yes, directions on messages and start discussions how to handle the other two plaques;

If no, discussions on how to handle all three plaques



Dewey-Humboldt Historical Society

Centennial Monument placement; Humboldt Station
May 3, 2012

Mr. Mark McBrady

This is a follow-up of our discussion in February about placing a Centennial monument in Humboldt Station.

We agreed that a better location for the monument would be the isolated "square" north of the main lot area rather than in the NW corner of the lot as we had first discussed.

Bob Mattheis, a retired builder, has modified the original structural design to more efficiently allow for a tablet on both faces of the monument. The dimensions change a little from the original. The footer will extend 16 inches below ground level, and the monument will be 44 inches above ground, 40 inches wide and 8 inches thick with space for a stone tablet on each face.

Bob estimates the structural materials will cost about \$220. This is close to the expected cost when the monument idea was originally proposed and accepted. I have attached a copy of Bob's work.

Here is what the Society proposes be done ;

1. Bob and I, with other help, will, on behalf of the Society, purchase the necessary material, will arrange for or do the building and will mount the 2 tablets if the Town Council has selected a message and can have one tablet engraved by the time of construction and mounting of the Society's completed tablet in the monument. We would then present a bill for half of the cost of materials each to the Town and to the Society for reimbursement. By placing 2 tablets on a single monument the cost per tablet is reduced to half of the original budgeted amount.
2. We suggest an appropriate message for the town to use for their tablet on this site. A copy is attached. I am checking with the Centennial committee to get their ok to use the Centennial seal on the tablet. I have checked with Ken at *Set in Stone* and he said that engraving the map part of the proposed message would not be a problem.
3. We propose that a small separate holder for a one-page flyer be placed near the monument and that the Society prepare and supply a flyer that elaborates interesting historical details beyond the limited message that is inscribed on the Town's tablet. A draft of the proposed flyer is attached.
4. Action steps:
 - a. Town Council approve the process outlined above;

b. Town Council approve the message for the stone, authorize and pay Set in Stone for the engraving, (as was planned for in the original monument decision).

c. McBrady approve the exact spot and facing of the monument on the selected location.

d. The DHHS monument committee set an appropriate date, erect the monument and the Society, in conjunction with town Council, plan an unveiling ceremony as another Centennial celebration event.

If the Council is open for another suggested monument location and message, for another of the town's tablets, we have developed an idea appropriate for use on town property near the old "Cherry Station" location. Let us know if the Council is interested in further cooperation with the monument effort.

We look forward to hearing your decisions on these matters.

Sincerely,

Gerald Hoyer

Monument Committee, for DHHS

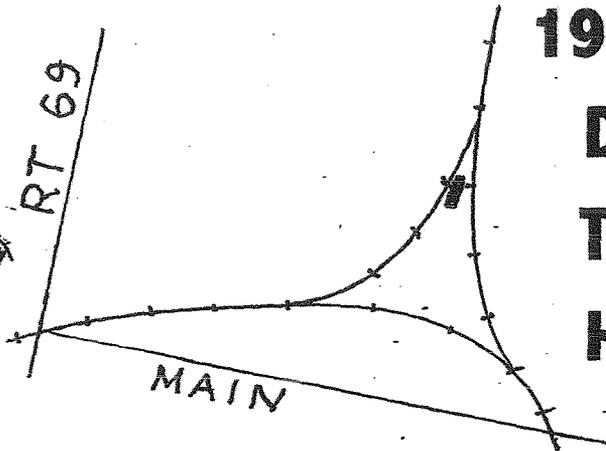
CC Society Board Chair

HUMBOLDT STATION

A HUB OF INDUSTRY

1860s AGUA FRIA MILL

1899 VAL VERDE - TOWN & MILL



1905

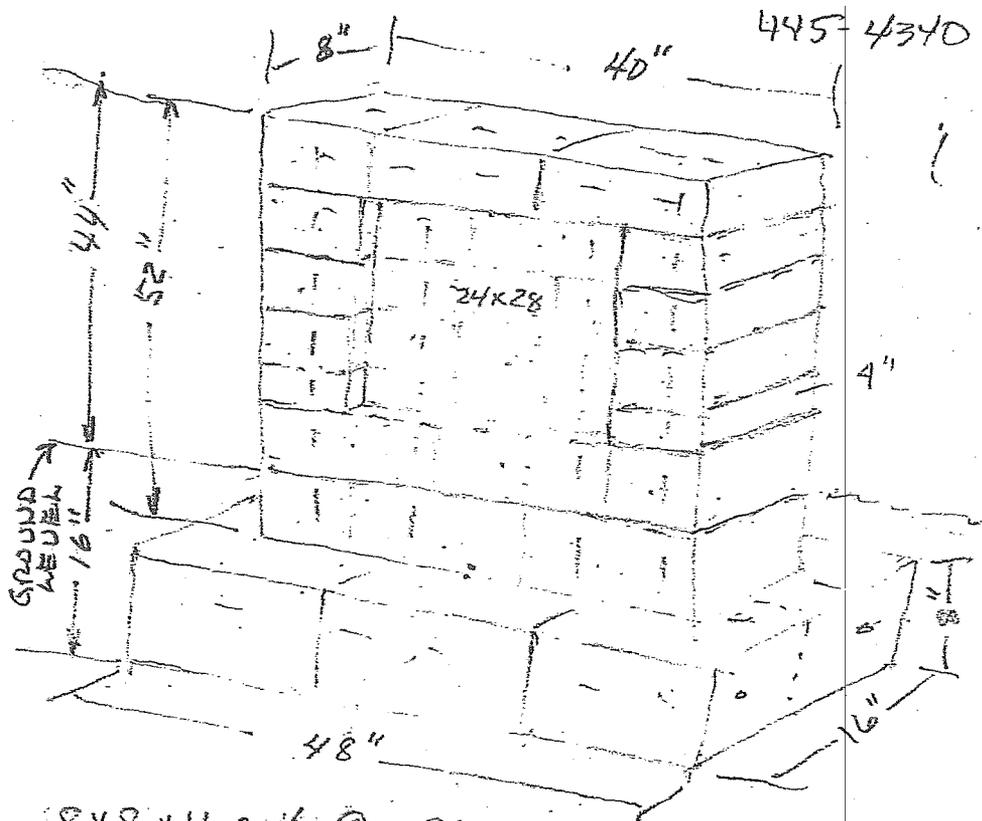
DEPOT BUILT,
TOWN RENAMED
HUMBOLDT

1916-17 PEAK SMELTER YEARS

1934-68 MAIN IRON KING YEARS

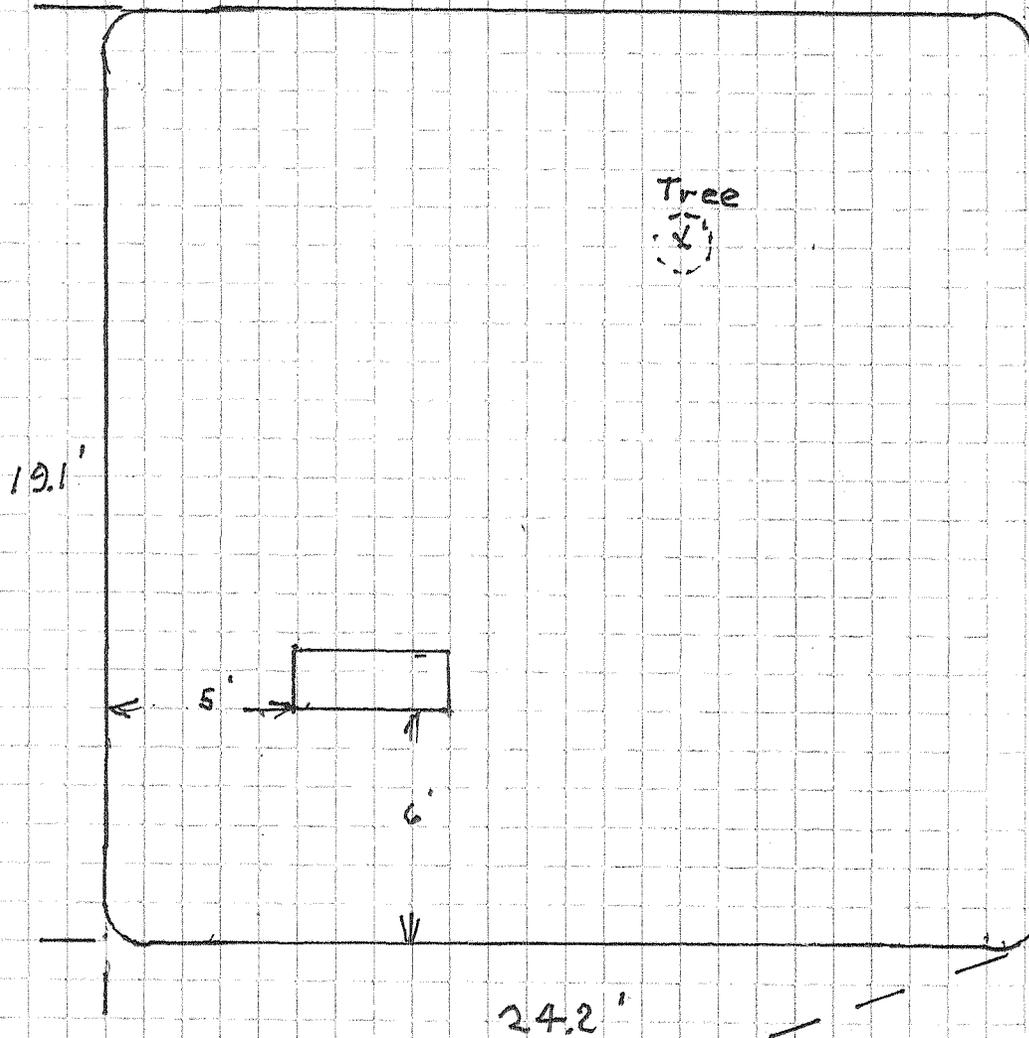
2012 HUMBOLDT LOOKS AHEAD

seat



8x8x16 = 1 @	.95	
8x8x8 = 9 @	.92	6.00
6x8x16 = 3 @	.92	9.00
6x8x8 = 3 @	.84	3.00
4x8x8 = 2 @	.80	3.00
4x6x16 = 1 @	.82	2.00
4x6x8 = 1 @	.70	1.00
3/16 x 10 REBAR = 40' @		1.00
		40.00
MORTAR = 4 BAGS @	6.00	24.00
STUCCO =	BAGS @	
CONCRETE = 18 BAGS @	6.00	108.00
THIN SET =	BAGS @	12.00
4x4 FOAM =		
		<u>228.00</u>

Centennial Monument Location, Humboldt Station, AZ



Property owner's approval;

Mark M Brady
signature

6-22-12
date

land owner retains right
to remove monument if
needed for future development
needs or at his discretion.

agent for DMHS

Sarah Hays
Jan 21 2012

402-08-079B
— approx. parcel line
402-08-079B

curb-
adjacent area

Scale 1" = 5'

dimensions are outside;
area curbed on all sides by 6" concrete



Draft for review

The town of Dewey-Humboldt today represents a combining of the lives and experiences of many who lived and worked in the valley of the Agua Fria over hundreds of years. Native Americans lived in the valley at least as far back as 1200 AD, farmed the land and built stone houses the remains of which can still be found today.

About three-quarters of a mile to the south east, the Agua Fria River, fed by the wet portion of the current climatic cycle, flowed continuously and, where it cut through a narrow channel, it provided a site suitable for a water-powered mill. This asset was recognized by the white settlers who began entering the area in the 1860s.

In the late 1860s, Levi Bashford established a small mill on the site - known as the Bashford or the Agua Fria Mill. It processed ore from mines in the lower foothills of the Bradshaw Mountains that dominate the skyline five miles to the west. Those mines, along with others in the state, produced significant amounts of silver. From 1881-85 Arizona mines produced as much as 43 percent of the silver purchased annually for coinage at the San Francisco mint.

The Santa Fe Railway was completed from Prescott to Phoenix in 1895. By 1898, the Prescott and Eastern Railroad, a division of the Santa Fe, had completed the railroad south from Cherry Creek (Dewey; north of Humboldt) past Humboldt (which was not on the main line), to Huron and Mayer with depots at each of the three main-line stations.

In 1899, the Val Verde Smelting Company acquired the Agua Fria Mill site and built a large smelter and a company town, Val Verde. The Val Verde Company convinced the P & E Railway to build a branch spur into the town. The smelter, the town and the railroad spur were completed in year 1899. This began a new industrial era; ore that formerly had been shipped to El Paso, San Francisco or Colorado for processing now came to the mill at Val Verde. The smelter was soon overwhelmed with ore and plans were made to double the smelter's capacity. The plans were interrupted by a fire that destroyed the smelter in September of 1904.

A newly-formed Arizona Smelting Company built a new, larger and more efficient smelter and moved the town site a half mile from the smelter site. The railroad facilities on the spur were expanded and included a wye that

Draft for review

allowed train access to the smelter from either direction on the main line. A depot, Humboldt Station, was built inside the wye by the end of 1905. The depot, together with stores built along the branches of the wye, created a town business-center.

The railroad facilities were capable of holding 106 railroad cars and included 29 switches that directed traffic through the town and to the various smelter buildings. The new community was named Humboldt and had more than 1000 residents.

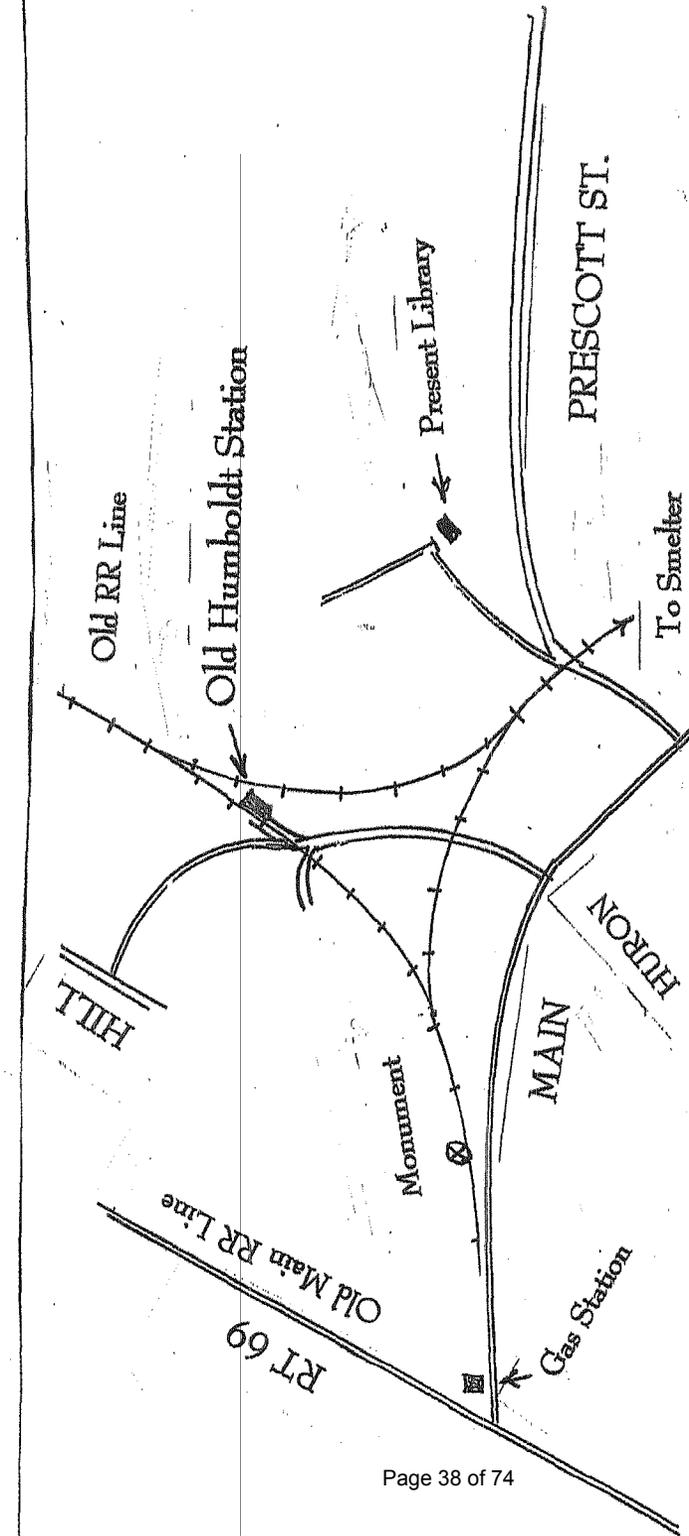
The community thrived for several years but the smelting industry was beset by business fluctuations related to the need for metal. The smelter closed in 1907 and again in 1911. But during the WW1 years it processed large amounts of ore; 1,000 tons per day. The railroad yards handled 559 cars of freight in a month in 1917. More than 2,000,000 pounds of pure copper left the smelter per month.

After the war years smelter demand decreased and the community suffered. Population decreased by about 25 percent by 1920 and by 50 percent by 1930. Some of the smelter was removed in 1927 and most of what remained was dismantled by 1937.

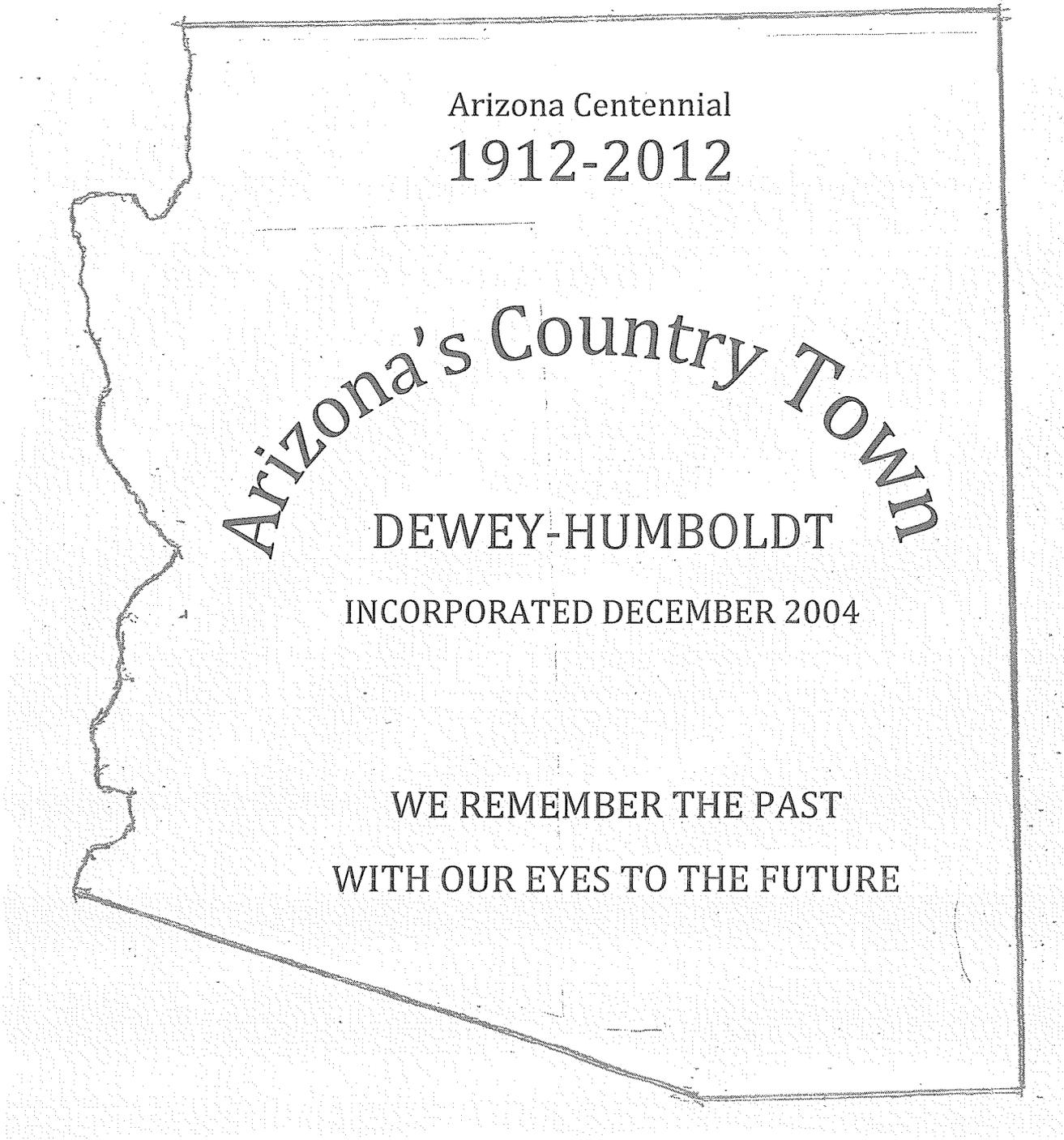
Ore from remaining mines in the area, including near-by Iron King, was sent to other smelters. Most of the intricate railroad network was removed from Humboldt in the 1930s and 40s.

A new mining surge began in 1934 with the Iron King Mine and peaked with demand for lead and zinc during WW2. Iron King produced \$160,000,000 worth of ore, most of it after 1936.

The Iron King mine was exhausted in 1968 and there was little remaining in the town of Humboldt. The last of the original smelter smokestacks, one of the tallest in the southwest, was removed in 1955. The smelter smokestack that still remains was built after the original smelter construction, in 1905-07. The railroad mainline was removed in 1974. Remains of the railroad grade and the location of the wye can be recognized today.



Below three samples were suggested by a Town resident



Arizona Centennial
1912-2012

Arizona's Country Town

DEWEY-HUMBOLDT

INCORPORATED DECEMBER 2004

WE REMEMBER THE PAST
WITH OUR EYES TO THE FUTURE

ARIZONA CENTENNIAL

1912 - 2012

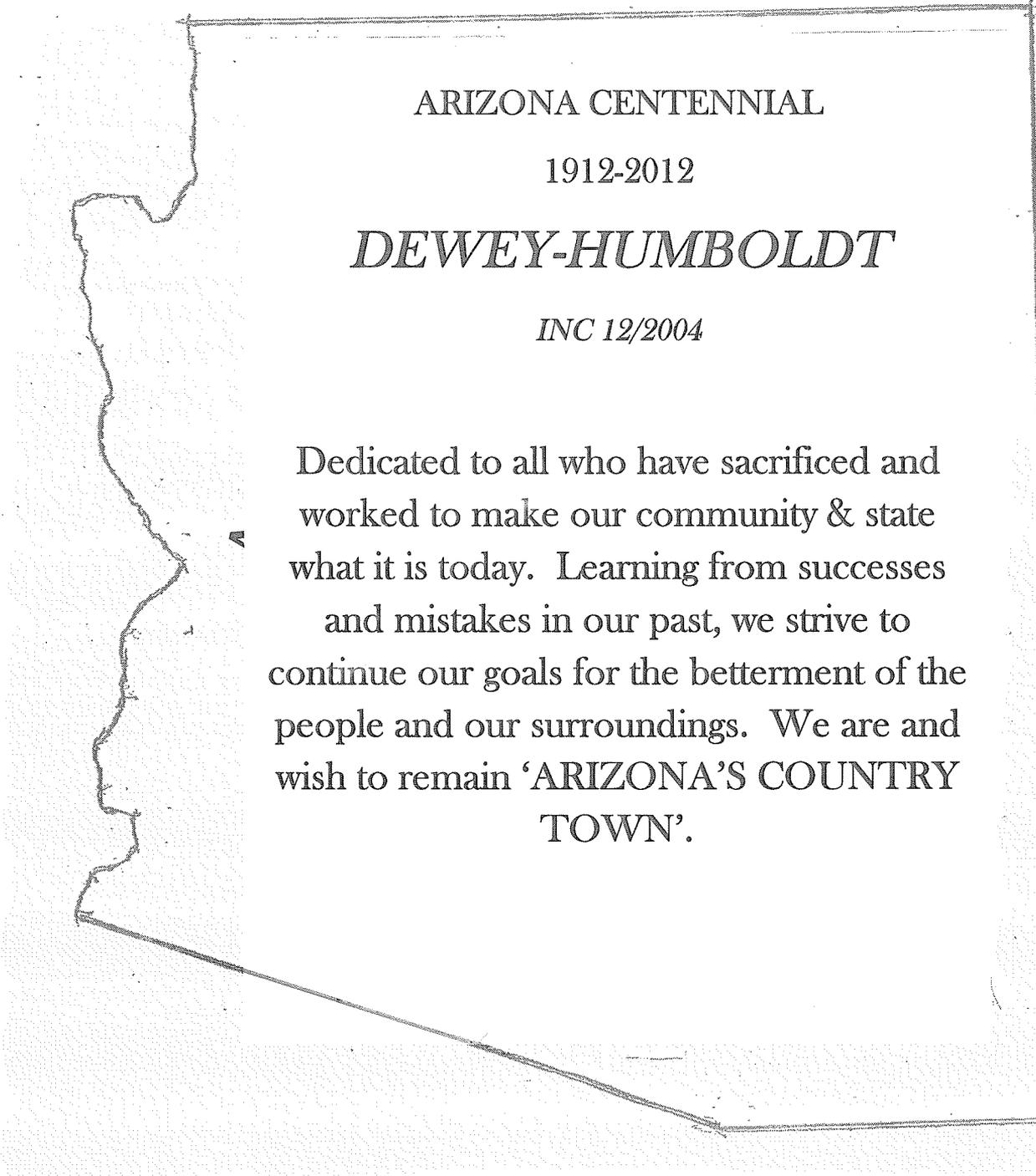
TOWN OF
DEWEY - HUMBOLDT

INC 12/2004

YAVAPAI COUNTY

*We celebrate our one-hundred years of
statehood with visions of progress through
preservation of our natural resources
while maintaining our sense of community.*

A PLACE TO CALL HOME



ARIZONA CENTENNIAL

1912-2012

DEWEY-HUMBOLDT

INC 12/2004

Dedicated to all who have sacrificed and worked to make our community & state what it is today. Learning from successes and mistakes in our past, we strive to continue our goals for the betterment of the people and our surroundings. We are and wish to remain 'ARIZONA'S COUNTRY TOWN'.

Humboldt Cemetery – centennial monument (4 ft x 5ft)





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

TOWN COUNCIL SPECIAL STUDY SESSION MEETING
August 14, 2012– 2:00 pm Town Council Meeting Chambers

Agenda Item # 4.2. Accountability Contracts review and discussion. Legal action can be taken.

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

Date submitted: August 8, 2012

Summary:

During May's budget meetings, the Council decided to discontinue the strategic Partnership grant program. In lieu of the grant program, at June 11's budget meeting, the Council decided to make two donations to two civic organizations: D-H Little League and D-H Historical Society. Donation amounts are:

(Up to) \$2700 for Dewey-Humboldt Little League to help them pay for baseball field lease; (up to) \$7200 for Dewey-Humboldt Historical Society's museum building 12-month rent (monthly rent is \$600).

Since the donations are public funds, they need to be handled properly. The Town attorneys developed the "accountability agreement" whose purpose is to specify the responsibilities of a non-profit organization receiving an appropriation from Dewey-Humboldt to provide a service in Dewey-Humboldt.

Staff filled out the forms based on the information we gathered. The attorneys have reviewed the materials. We seek your direction on the form. Please be sure to review the yellow highlighted parts.

ACCOUNTABILITY CONTRACT

This Agreement is entered into the day of , 2012 by and between the Town of Dewey-Humboldt, Arizona, an Arizona municipal corporation (hereinafter referred to as “Dewey-Humboldt”) and Dewey-Humboldt Little League (hereinafter referred to as “Contractor”).

It is the finding of the Dewey-Humboldt Council that Contractor is offering services that benefit the Dewey-Humboldt community and Dewey-Humboldt should receive public funds in support of its facility, services and operations.

Now, therefore, in consideration of the mutual covenants between the parties, it is agreed as follows:

1. **DURATION OF AGREEMENT:** The duration of the Agreement shall be from July 1, 2012 until June 30, 2013.
2. **SCOPE OF WORK:** Contractor agrees to use funds received from Dewey-Humboldt to provide free baseball field uses for D-H Little League members by using the funds from Dewey-Humboldt to pay for or reimburse Contractor for field lease fees for the period of March 12- July 12, 2013 (“Services”) meeting the criteria set forth in **Exhibit A** of this Agreement. Contractor also agrees to maintain accurate financial records to enable Dewey-Humboldt to verify that the funds provided under this Agreement are expended in accordance with this Contract. Contractor shall be responsible for compliance with all applicable federal, state and local laws and regulations.
3. **COMPENSATION:** Dewey-Humboldt shall compensate Contractor for the Services in the amount of up to \$2700. Such funds shall only be used for the purposes set forth in **Exhibit A**.
4. **REPORTING:** At the completion of the Services, Contractor shall submit to Dewey-Humboldt an itemized report setting forth how the funds received from Dewey-Humboldt were expended.
5. **INSPECTION:** Within five (5) days of receipt of a written request from Dewey-Humboldt, Contractor agrees to open for inspection and to make available all financial records relating to the Services.
6. **CONTRACT NONCOMPLIANCE:** If Dewey-Humboldt, in its sole discretion, determines Contractor is in breach of this Agreement, Dewey-Humboldt shall give written notice to Contractor of the specific area of noncompliance. Contractor shall comply within 30 calendar days of the date of notice.

7. **TERMINATION FOR CAUSE:** If Contractor does not comply within 30 calendar days from the date of the notice of breach, Dewey-Humboldt may terminate this Agreement. Contractor shall immediately return to Dewey-Humboldt all funds not spent for the services described in **Exhibit A**.
8. **TERMINATION PURSUANT TO A.R.S. § 38-511:** Dewey-Humboldt may terminate this Agreement pursuant to A.R.S. § 38-511.
9. **INDEMNIFICATION:** Contractor agrees to hold harmless and indemnify Dewey-Humboldt from any loss, damage, liability, cost, charge or expense, whether direct or indirect, including reasonable attorney's fees, and whether to any person or property to which Dewey-Humboldt, its agents, employees or said parties may be subject to related to the Services, including, but not limited to, actions for bodily injury, illness, death or property damage.
10. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and not an agent or employee of Dewey-Humboldt. Contractor shall supervise and direct the Services using Contractor's best skill and attention. Contractor shall be solely responsible for all staffing, curriculum, scheduling, supplies, equipment for and transportation of participants to events for Services. Contractor shall be responsible to its employees, volunteers, Dewey-Humboldt employees and other persons performing any services related to the Services as set forth in this Agreement.
11. **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended except through an appropriate writing signed by both parties.
12. **ASSIGNMENT PROHIBITED:** Contractor shall not assign any rights acquired hereby, without first obtaining the written consent of Dewey-Humboldt.
13. **INSURANCE:** Contractor agrees that it will carry the following insurance coverage during the term of this Agreement:

General Liability Insurance: \$1,000,000.00 per occurrence.

Contractor shall submit certificates of insurance acceptable to Dewey-Humboldt and warrants that such coverage(s) shall be maintained in full force and effect until Contractor is released from this Contract. Further, Dewey-Humboldt shall be named as an additional insured with respect to the services to be performed under this Contract.
14. **NO DISCRIMINATION:** Neither Contractor nor its employees or agents will discriminate on the basis of race, religion, handicap, gender or national origin in providing the Services.
15. **SUDAN AND IRAN:** 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.

16. **IMMIGRATION LAW 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 services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. 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.
17. **NOTICES:** All notice provided for herein shall be hand delivered, delivered by overnight courier (e.g., Federal Express) or sent by certified or registered mail, return receipt requested, addressed to all parties hereto at the address designated for each party beside its signature or at such other address as the party who is to receive such notice may designate in writing. Notice shall be deemed completed upon: (i) such hand delivery or courier delivery or (ii) three (3) days after the deposit of same in a letter box or other means provided for the posting of mail, addressed to the party and with the proper amount of postage affixed thereto. Except as otherwise herein provided, actual receipt of notice shall not be required to effect notice hereunder.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names,

For Contractor (D-H Little League)

For Dewey-Humboldt

(Signature)

Mayor

Title

Attest:

Town Clerk

Approved as to Form:

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

EXHIBIT A
SCOPE OF WORK

The Contractor agrees to use the funds received from Dewey-Humboldt only for the following services:

Town of Dewey-Humboldt wishes to support Contractor's community services program by making a donation of up to \$2700 to defray the cost of Contractor's baseball field rental fees. In addition to complying with all federal, state and local laws, regulations, and codes and other provisions of this Agreement, Contractor agrees to use the funds to provide free baseball field use for D-H Little League members.

Notes:

1. Payments to Contractor will not be made until this Agreement is fully executed and Contractor has provided Dewey-Humboldt with proof of insurance coverage as set forth in Paragraph 13 of this Agreement.
2. Payment will be in the form of a one-time, lump sum, disbursement upon receipt by Dewey-Humboldt of a written invoice specifying the amount of reimbursement for rental fees of up to \$2700..
3. Payments will be mailed to:

Dewey-Humboldt Little League
P.O. Box 99
Dewey, Arizona 86327.



INVOICE

1069
Revised

The Humboldt Schools.
Motivating achievement since 1906.

6411 N. Robert Road
Prescott Valley, AZ 86314
Phone 928-759-4000 • Fax 928-759-4020

DATE: 3/12/2012
Revised 4/5/12

BILL TO:
Dewey Humboldt Little League
c/o Dale Poole
6281 Old McDonald Dr
Prescott Valley, AZ 86314

FOR: Facility Use of: HES Baseball Field
BMMS Softball Field
BMMS Baseball Field

CONTACT PERSON	CONTACT NUMBER	EXT.	BILL DATE
Beth Turner	(928) 759-4002		3/12/2012

QTY.	DESCRIPTION	AMOUNT
	Humboldt Elementary Baseball Field 3/5/12 - 5/31/12 <i>515 - 131 HES \$750</i>	\$1,000.00
	Bradshaw Mountain Middle School Softball Field 3/5/12 - 7/12/12 <i>515 - 120 BMMS \$750</i>	1,000.00
	Bradshaw Mountain Middle School Baseball Field 3/5-7/15/12 Mon & Fri 4:30pm - 6:30pm (32 days x 2.0 hrs x \$8.00) <i>515 - 120 BMMS \$720</i>	512.00
	3/10 - 7/12/12 Saturday 10:00am - 12:00pm (13 days x 2 hrs x \$8.00)	208.00
	Open & Close fee - one time waiver for Spring 2012	0.00
	Key Deposit of \$500 - one time waiver for Spring 2012	0.00
	Use of Concession Stand (\$50 per use) - one time waiver for Spring 2012	0.00
	Free Storage at BMMS Softball field - one time waiver for Spring 2012	0.00
	Adjustment per meeting 4/2/12	-500.00
Thank you for your business! Have a great day!		
Please note, the \$8.00 per hour reasonable use fee (RUF) was approved by the HUSD board in December 2010 for the school year 2011-2012.		
TOTAL		\$2,220.00

pd. # 1009

Thank's



**P.O. Box 730
Humboldt, Az 86329
928-632-0124
928-632-0127 Fax
info@tshirtantics.com
www.tshirtantics.com**

Invoice

Date	Invoice #
6/12/2012	1709

Bill To
Dewey/Humboldt Little League

Ship To

P.O. No.	Terms	Ship Date
		6/12/2012

Description	Quantity	Rate	Amount
Gildan 100% Cotton Tees Red 1M 3L 3XL	7	11.00	77.00T
Gildan 100% Cotton Tees 2XL Red	3	14.00	42.00T
Yupoong Flex Fit Hat	9	13.50	121.50T
YP TWILL CAP	44	10.00	440.00T
Visor	12	10.00	120.00T
Visor	14	10.00	140.00T
Additions			
Gildan 100% Cotton Tees Red 1L 1XL	2	11.00	22.00T
Yupoong Flex Fit Hat	1	13.50	13.50T
Sales Tax		7.35%	71.74

Total	\$1,047.74
Payments/Credits	\$0.00
Job Total Balance	\$1,047.74
Customer Total Balance	\$1,047.74

CERTIFICATE OF LIABILITY INSURANCE

DATE **3/07/12**

Keystone Risk Managers, LLC
1995 Point Township Drive
Northumberland, PA 17867

CERTIFICATE # **4031005-1**

4 03 10

ADDITIONAL NAMED INSURED:

DEWEY-HUMBOLDT LL
DALE POOLE
6281 OLD MCDONALD DR

PRESCOTT VALLEY AZ 86314

INSURERS AFFORDING COVERAGE:

INSURER A:	LEXINGTON INSURANCE COMPANY
INSURER B: (Non-Liability)	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
INSURER C:	CHARTIS SPECIALTY INSURANCE COMPANY

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS	
A	X	GENERAL LIABILITY	9472464	1/23/2012	1/01/2013	EACH OCCURRENCE	\$1,000,000
		X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
		X INCL. PARTICIPANTS				Property Damage Deductible: \$250	
		X SEXUAL ABUSE				PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		MEDICAL PAYMENTS				SEXUAL ABUSE OCCURRENCE	\$1,000,000
						SEXUAL ABUSE AGGREGATE ANY ONE PERSON	\$2,000,000
A	X	DIRECTORS & OFFICERS	24214367	1/01/2012	1/01/2013	EACH LOSS	\$1,000,000
						AGGREGATE	\$1,000,000
A	X	CRIME COVERAGE	010008411	1/01/2012	1/01/2013	EACH LOSS	\$35,000
			Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE
B	X	SPORTS EXCESS ACCIDENT	SR09105434	1/01/2012	1/01/2013	As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless performed by the above named Little League and
2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

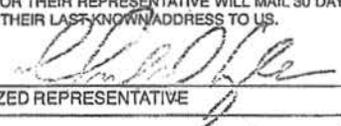
1. MAYER UNIFIED SCHOOL DISTRICT 2. HUMBOLDT UNIFIED SCHOOL DISTRICT 3. TOWN OF PRESCOTT VALLEY

INSURED

Little League Baseball Risk Purchasing Group, Inc.
539 U.S. RT. 15 HIGHWAY
South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.


 AUTHORIZED REPRESENTATIVE

ACCOUNTABILITY CONTRACT

This Agreement is entered into the __ day of _____, 20__ by and between the Town of Dewey-Humboldt, Arizona, an Arizona municipal corporation (hereinafter referred to as “Dewey-Humboldt”) and Dewey Humboldt Historical Society (hereinafter referred to as “Contractor”).

It is the finding of the Dewey-Humboldt Town Council that Contractor is offering services that benefit the Dewey-Humboldt community and Dewey-Humboldt should receive public funds in support of its facility, services and operations.

Now, therefore, in consideration of the mutual covenants between the parties, it is agreed as follows:

1. **DURATION OF AGREEMENT:** The duration of the Agreement shall be from July 1, 2012 until June 30, 2013.
2. **SCOPE OF WORK:** Contractor agrees to use funds received from Dewey-Humboldt to provide reimbursement of up to one year’s (12 months) lease payments for the museum building located at 12925 E. Main St., Humboldt, AZ in order to assist the Society in opening and operating a museum (“Services”), meeting the criteria set forth in **Exhibit A** of this Agreement. Contractor also agrees to maintain accurate financial records to enable Dewey-Humboldt to verify that the funds provided under this Agreement are expended in accordance with this Contract. Contractor shall be responsible for compliance with all applicable federal, state and local laws and regulations.
3. **COMPENSATION:** Dewey-Humboldt shall compensate Contractor for the Services in the amount of up to \$7200. Such funds shall only be used for the purposes set forth in **Exhibit A.**
4. **REPORTING:** At the completion of the Services, Contractor shall submit to Dewey-Humboldt an itemized report setting forth how the funds received from Dewey-Humboldt were expended.
5. **INSPECTION:** Within five (5) days of receipt of a written request from Dewey-Humboldt, Contractor agrees to open for inspection and to make available all financial records relating to the Services.
6. **CONTRACT NONCOMPLIANCE:** If Dewey-Humboldt, in its sole discretion, determines Contractor is in breach of this Agreement, Dewey-Humboldt shall give written notice to Contractor of the specific area of noncompliance. Contractor shall comply within 30 calendar days of the date of notice.

7. **TERMINATION FOR CAUSE:** If Contractor does not comply within 30 calendar days from the date of the notice of breach, Dewey-Humboldt may terminate this Agreement. Contractor shall immediately return to Dewey-Humboldt all funds not spent for the services described in **Exhibit A**.
8. **TERMINATION PURSUANT TO A.R.S. § 38-511:** Dewey-Humboldt may terminate this Agreement pursuant to A.R.S. § 38-511.
9. **INDEMNIFICATION:** Contractor agrees to hold harmless and indemnify Dewey-Humboldt from any loss, damage, liability, cost, charge or expense, whether direct or indirect, including reasonable attorney's fees, and whether to any person or property to which Dewey-Humboldt, its agents, employees or said parties may be subject to related to the Services, including, but not limited to, actions for bodily injury, illness, death or property damage.
10. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and not an agent or employee of Dewey-Humboldt. Contractor shall supervise and direct the Services using Contractor's best skill and attention. Contractor shall be solely responsible for all staffing, curriculum, scheduling, supplies, equipment for and transportation of participants to events for Services. Contractor shall be responsible to its employees, volunteers, Dewey-Humboldt employees and other persons performing any services related to the Services as set forth in this Agreement.
11. **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended except through an appropriate writing signed by both parties.
12. **ASSIGNMENT PROHIBITED:** Contractor shall not assign any rights acquired hereby, without first obtaining the written consent of Dewey-Humboldt.
13. **INSURANCE:** Contractor agrees that it will carry the following insurance coverage during the term of this Agreement:

General Liability Insurance: \$1,000,000.00 per occurrence.

Contractor shall submit certificates of insurance acceptable to Dewey-Humboldt and warrants that such coverage(s) shall be maintained in full force and effect until Contractor is released from this Contract. Further, Dewey-Humboldt shall be named as an additional insured with respect to the services to be performed under this Contract.
14. **NO DISCRIMINATION:** Neither Contractor nor its employees or agents will discriminate on the basis of race, religion, handicap, gender or national origin in providing the Services.
15. **SUDAN AND IRAN:** 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.

16. **IMMIGRATION LAW 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 services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. 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.
17. **NOTICES:** All notice provided for herein shall be hand delivered, delivered by overnight courier (e.g., Federal Express) or sent by certified or registered mail, return receipt requested, addressed to all parties hereto at the address designated for each party beside its signature or at such other address as the party who is to receive such notice may designate in writing. Notice shall be deemed completed upon: (i) such hand delivery or courier delivery or (ii) three (3) days after the deposit of same in a letter box or other means provided for the posting of mail, addressed to the party and with the proper amount of postage affixed thereto. Except as otherwise herein provided, actual receipt of notice shall not be required to effect notice hereunder.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names,

For Contractor (D-H Historical Society)

For Dewey-Humboldt

(Signature)

Mayor

Title

Attest:

Town Clerk

Approved as to Form:

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

EXHIBIT A
SCOPE OF WORK

The Contractor agrees to use the funds received from Dewey-Humboldt only for the following services:

The Town of Dewey-Humboldt wishes to support Contractor's effort to open and operate a museum for history preservation and educational purposes in old town Humboldt (part of the Town of Dewey-Humboldt) by providing funds to reimburse Contractor's museum building lease up to a year commencing on July 1, 2012 and ending on June 30, 2013. In addition to complying with all federal, state and local laws, regulations, and codes and other provisions of this Agreement, Contractor agrees to:

1. Open and operate the Museum at the current location for which the Town is providing the lease reimbursement funds.
2. The Museum shall be opened to the general public beginning no later than December 31, 2012.
3. The Museum shall be open to the public for at least 6 hours per day and at least three days per week.
4. Admission shall be free to all D-H residents. The Museum may charge an entrance fee to non-Dewey-Humboldt residents at its discretion.

Notes:

1. No disbursement will be paid to Contractor until this Agreement is fully executed and proof of insurance coverage as set forth in Paragraph 13 has been provided to Dewey-Humboldt.
2. In order to obtain disbursement, Contractor shall provide Dewey-Humboldt with a written invoice.
3. Payment is to be disbursed monthly in the amount of \$600 for up to 12 months on or before the 15th upon written request by Contractor and approval by the Town Manager. Payment will be mailed to:

D-H Historical Society
PO Box 85, Humboldt, AZ 86329

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement"), is made and shall be effective the 5th Day of July, 2012 (the "Effective Date"), by and between Gateway Baptist Inc., an Arizona corporation (hereinafter referred to as "Gateway" or "Owner/Landlord"), and Dewey-Humboldt Historical Society., an Arizona corporation (hereinafter referred to as "DHHS" or "Tenant"):

1. The Premises and Lease Term:

The Owner/Landlord does hereby lease and rent unto the Tenant, and the Tenant does hereby take, as Tenant, under said Owner/Landlord, a building located at 12925 Main Street, Humboldt, Arizona 86329 (the full legal description of the Premises being attached hereto as, Exhibit "A" and hereinafter referred to as, the "Premises"), for a term of Twelve (12) Months, commencing on the 5th Day of July, 2012, and terminating on the 4th Day of July, 2013 (the "Lease Term"), subject to the terms as recited below.

2. Rental:

A. In consideration of said Lease, Tenant agrees to pay rent to the Landlord the sum of Six Hundred and 00/100 (\$600.00) dollars per month for the Lease Term (the "Base Rental Amount").

B. In addition to the Base Rental Amount recited in item 2.A. above, the Tenant shall pay the Owner/Landlord a sum equal to:

- 1. All real and/or personal property taxes due each year on the premises, if any; and,
- 2. Any and all fire and extended insurance premiums incurred by Owner/Landlord insuring the Premises, said sums to be designated as "Additional Rent".

It is the intent of the parties that the lease portion of this Agreement constitutes a triple net lease and the Tenant shall remit the required Additional Rent within ten (10) days after receipt of demand for payment from Owner/Landlord. In addition to the Base Rent and Additional Rent due to Owner/Landlord hereunder, the Tenant shall also be solely responsible for any and all utility charges related to occupancy, including but not limited to, utility charges for electrical, natural gas, water and/or sewer service to the Premises.

3. Breach, Default and Abandonment by Tenant :

A. If this Lease is breached by Tenant for nonpayment of any Base Rental Amount; any Additional Rental Amount or otherwise, Owner/Landlord may accept said rent due or any part of the same with reservation or without knowledge of Tenant's default and in doing so, Owner/Landlord does not condone said default by acceptance; does not waive any right arising from said breach; and is not stopped from terminating this Agreement due to said breach. Receipt by Owner/Landlord or Owner/Landlord's representatives of any rent in arrears after institution of

suit for possession or cancellation of this Lease will not be considered as waiver of any rights of Landlord. Any Base Rental Amount; any Additional Rental Amount; or, any other charges due and payable, under the terms of this Agreement, received by Owner/Landlord more than ten (10) days after the date when due or failure by Tenant to comply with any other term of condition hereof shall, at the option of Owner/Landlord, forthwith terminate this tenancy and forfeit all rights of Tenant under this Agreement and Owner/Owner/Landlord may re-enter and take possession without notice or demand. Written notice of Tenant's failure to pay any rent when due is hereby specifically waived by Tenant.

B. Should Tenant abandon, vacate, or surrender the Premises, at any time during the Lease Term; or, should the Tenant be dispossessed by process of law, or otherwise, or, should the Tenant be voluntarily and/ or involuntarily adjudicated bankrupt, the Owner/Landlord shall be and is hereby authorized to immediately take possession of the Premises and any personal property belonging to the Tenant and left on the Premises shall, at the option of the Owner/ Tenant, shall be deemed abandoned and title thereto shall pass to Owner/Landlord.

4. Assignment or Subletting of the Premises: Tenant may neither assign its rights and/or its obligations under the terms of this Lease, nor sublet the Premises, or any part thereof, without Owner/Landlord's prior written consent, which consent the Owner/Tenant may withhold for any reason. Should Tenant desire to assign its rights and/or obligations under the terms of this Lease or should Tenant desire to sub-lease all or any portion of the leased premises, the Tenant shall first by written notice to Landlord, said notice to be received by Landlord not less than forty-five (45) days prior to the desired date of assignment and/or sub-lease, of Tenants desire to assignment (or sub-lease).

5. Condition of Premises and Maintenance:

A. Tenant acknowledges that it is accepting the Premises in an "AS-IS/WHERE-IS" condition, without any warranty, either expressed or implied, as to condition or suitability of use.

Tenant shall be solely responsible for any and all structural, ordinary and/or necessary maintenance and damage to the Premises during the Lease Term. The Tenant shall be also solely responsible for maintaining the lawn, landscaping and exterior maintenance of the Premises.

The Tenant shall further be solely responsible for the periodic servicing of all heating and/or air conditioning (HVAC) units during the Lease Term and repair and/or replacement, as necessary.

The Tenant covenants and agrees that it shall not store at nor dispose of any hazardous materials on or about the Premises; however, nothing herein shall be interpreted as prohibiting the storing and usage of necessary maintenance and cleaning supplies.

B. The Tenant covenants and agrees that it shall not in any manner damage or affix items to the main room wooden walls. Any and all repairs to said walls that have been damaged during tenant's occupancy will be repaired at Tenants expense.

C. The parties understand that the Tenant will be solely responsible for the completion of any and all remodeling and renovation (the "Build-Out") to the Premises required for the use and occupancy by the Tenant. Prior to commencement of the Build-Out, Tenant shall first provide Gateway a complete set of the plans and specifications for the proposed Build-Out to be approved by Gateway. Gateway shall review said plans and specifications and indicate within ten (10) days of receipt thereof, its approval or disapproval thereof. Should Gateway disapprove the plans and/or specifications, or any part thereof, submitted by the Tenant, then Tenant shall correct all or that portion of the plans and/or specifications disapproved by Gateway, prior to commencement of the Build-Out. Upon completion of the Build-out, the Tenant shall provide Gateway executed lien waivers from any and all contractor(s), sub-contractor(s), mechanic(s) and material men, which supplied goods or services for the Build-Out indicating all payments for goods or services have been paid in full.

6. Insurance and Taxes: The Tenant agrees to maintain liability insurance on the Premises, naming the Owner/Landlord as an additional insured, in an amount of not less than one million and 00/100 (\$1,000,000.00) per occurrence. The Tenant shall also be responsible for securing adequate insurance on its contents and shall hold Owner/Landlord harmless for any costs incurred as a result of damage to its personal property, leasehold improvements, inventory and/or liability within the Leased Premises during the lease period. The Owner/Landlord shall maintain necessary hazard insurance on the Leased Premises.

The Tenant shall be responsible for any personal property and/or business tax assessed against Tenant on the personal property of the Tenant, including but not limited to the inventory, equipment, and leasehold improvements of the Tenant.

7. Utilities: The Tenant shall be solely responsible for any and all utilities required to the Leased premises, including but not limited to electric, gas, water and trash services, and shall ensure all utility liabilities, with the respective utility companies, are in its name.

8. Tenant's Improvements: Should DHHS default as herein above recited, all improvements placed on the Premises by Tenant or others shall become the property of Gateway upon termination and/or expiration of the lease term.

9. Holding Over: The parties agree that any holding over of possession by Tenant, upon the expiration or termination of this Lease, without Owner/Landlord's written consent, shall be a tenancy at will, which may be terminated by Owner/Landlord, without notice. Should Tenant hold over possession, upon the expiration or termination of this Lease, the Tenant covenants and agrees that it shall be obligated to pay Owner/Landlord, monthly in advance, an amount equal to two hundred (200%) per cent of the monthly rental obligation existing for the month immediately preceding the holdover period. Under no circumstances, may the Tenant remain in the Premises for more than ninety (90) days after the expiration or termination of the Lease.

10. Sale of Property: The Owner/Landlord retains the right to list or sale the Premises any time during the course of this written rental agreement. Tenant will be offered the first right of refusal.

11. Attorneys Fees, Cost and Choice of Jurisdiction: If suit is brought by Owner/Landlord for any detainer of the Premises, for the recovery of any rent due under the provisions of this Lease or for any obligation of Tenant arising under this Lease or by law, then Tenant hereby agrees to pay Owner/Landlord all the costs in connection therewith, including, but not limited to, reasonable attorney's fees, whether or not the action or actions proceed to judgment. The Tenant understands, consents and agrees that the terms of this Agreement and all rights and obligations of the parties herein shall be governed according to and controlled by the statutes and laws of the State of Arizona and the Tenant further understands, consents and agrees that Owner/Landlord shall have the sole option and right to bring suit, in the State of Arizona, for the enforcement of this Agreement.

12. Authority to Execute Rental: The Tenant covenants and affirms that this Agreement has been duly approved by the membership of the Tenant in a meeting called for that purpose and the signatory of the undersigned Kevin Leonard, as Dewey-Humboldt Historical Society President; has been duly authorized to execute this Agreement on behalf of Tenant (a copy of minutes of said meeting are attached hereto as, Exhibit "B").

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"Tenant"

Dewey-Humboldt Historical Society,
an Arizona corporation

By: 
Kevin Leonard, President DHHS

"Owner/Landlord"

Gateway Baptist, Inc.
an Arizona corporation

By: 
Steve Lain, Pastor, President

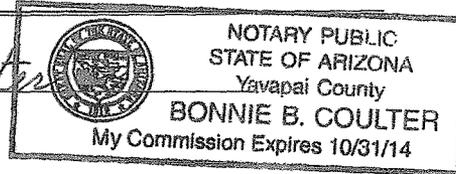
State of Arizona
Yavapai County _____

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Steve Lain, Pastor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Pastor / President of Gateway Baptist, Inc., an Arizona corporation, the within named bargainor and that he as such President, executed the within instrument for the purposes therein contained by signing the name of Gateway Baptist, Inc., by himself, as President.

Witness my hand and official seal at Humboldt, Az, this 10th day of July, 2012.

My commission expires: 10-31-14

Notary Public Bonnie B Coulter



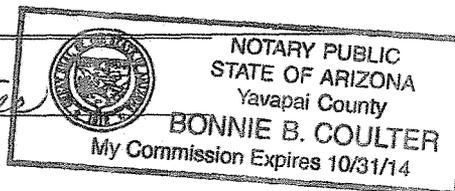
State of Arizona
Yavapai County _____

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Kevin Leonard, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President, of the Dewey-Humboldt Historical Society, the within named bargainor and that he as such President, executed the within instrument for the purposes therein contained by signing the name of the Dewey-Humboldt Historical Society, by himself as President .

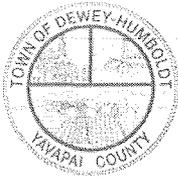
Witness my hand and official seal at Humboldt, Az, this 10th day of July 2012.

My commission expires: 10-31-14

Notary Public Bonnie B Coulter



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

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: Next Possible

Date of Request: 7/12/2012

Type of Action: Routine/Consent Regular

Requesting: Action Report Only

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

Discuss possibility of purchasing present location, Town Hall building.

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

Alleviate yearly lease payment (\$36,240?) and start building equity in a hard asset for the town.

Staff Recommendation(s): _____

Budgeted Amount: N/A

List All Attachments: Yavapai County Plot Plan Sketch

Type of Presentation: Verbal/graphic

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

Contact Person: CM REPAN

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

WAPAI COUNTY COORDINATED PERMIT PROCESS
PLOT PLAN SKETCH

111514 LOT 60V

Atty. and E.P.A. Warning

S.R. HIGHWAY

Zoning **CR-1**
 Stories **2**
 Height **25'**
 Slope **%**

Grid for parcels in excess of 2 acres or with dimensions over 300 feet

Verify that this Plot Plan indicates all structures (including fences, walls and pads), correct property and lot dimensions, setback distances, legal access and easements, road cuts, walls and/or any water crossings (using koshes, etc.) on or within 50', 100' and 200' respectively of the property. Use of solder exceeding 0.2% is prohibited for use in potable water systems.

Mark M. [Signature] 4-23-2001

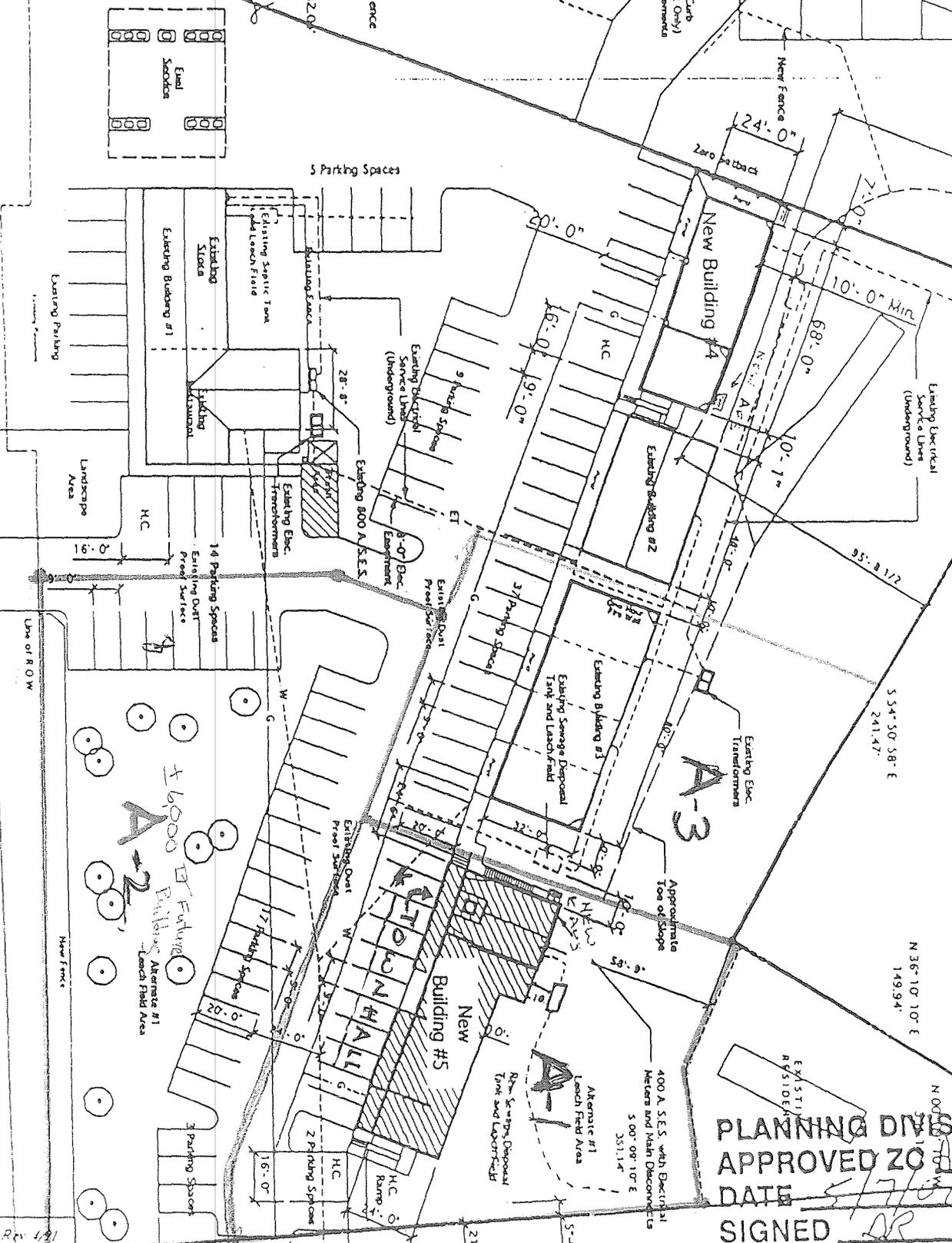
City Council Special Study Session

MAIN STREET

SITE PLAN
 August 14, 2002
 No. 402-8-911

Page 62 of 74

DOCUMENT #
 SECTION 15
 TOWNSHIP 13
 RANGE 1E
 ASSESSOR'S PARCEL NUMBER
 100-08-0412



PLANNING DIVISION
 APPROVED 2001-191
 DATE 5/7/01
 SIGNED DR

MUST BE DRAWN TO SCALE IN BLACK INK ONLY

**YAVAPAI COUNTY COORDINATED PERMIT PROCESS
PLOT PLAN SKETCH**



Affidavit and E.P.A. Warning

I certify that this Plot Plan indicates all structures (including fences, walls and pads), correct property and building dimensions; setback distances; legal access and easements; road cuts, wells and/or any water course (including ditches, etc.) on or within 50', 100' and 200' respectively of the property. Use of solder exceeding 0.2 of 1% lead is prohibited for use in potable water systems.

Zoning: _____
 Stories: _____
 Height: _____
 Slope: _____ %

Grid for parcels in excess of 2 acres or with dimensions over 300 feet.

Signature _____

Date _____

STATE HIGHWAY 69



SITE PLAN

Line of C-2 Zoning - Variance
 Line of Existing R-10 Zoning

HALW STREET

FORMER CONNECTING DRIVEWAY (UNDEVELOPED)

7.66 acres
 Recycle B
 Bins

PROPOSED: R-10 TO C-2 (ZONING MAP CHANGE)
 ZERO SETBACK WHEN CONTIGUOUS TO C-2 ZONING.
 FRONT - 20' WHEN CONTIGUOUS TO RESIDENTIAL ZONING.
 SIDE - 5' WHEN CONTIGUOUS TO RESIDENTIAL ZONING.
 REAR - 5' WHEN CONTIGUOUS TO RESIDENTIAL ZONING.
 ALL SPACES SHALL MEET OR EXCEED THE REQUIREMENTS OF THE SIGN CODE AS PER THE YAVAPAI COUNTY PLANNING AND ZONING ORDINANCE.
 ALL EXTERIOR LIGHTING SHALL MEET OR EXCEED THE REQUIREMENTS OF THE SIGN CODE AS PER THE YAVAPAI COUNTY PLANNING AND ZONING ORDINANCE.
 ALL BUILDING CONSTRUCTION SHALL MEET OR EXCEED THE REQUIREMENTS OF THE YAVAPAI COUNTY PLANNING AND ZONING ORDINANCE AND ALL OTHER CODES, ORDINANCES AND REQUIREMENTS OF GOVERNMENTAL AGENCIES HAVING JURISDICTION.

PROJECT INFORMATION:
 OWNER: HUMBOLDT STATION INC.
 5485 ORVY DRIVE
 SUITE 111, ARIZONA
 85503
 PROJECT LOCATION: HUMBOLDT STATION
 2735 SOUTH HIGHWAY 69
 HUMBOLDT, ARIZONA 85509
 PARCEL NO. 1: 402-08-411
 PARCEL NO. 2: 402-09-241, 244
 PARCEL NO. 3: 412-04-005
 PARCEL NO. 4: 412-04-006
 ZONING: C-2 AND R-10

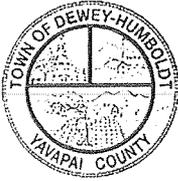
POST OFFICE: 2,608 SQ. FT.
 TOTAL AREA: 2,608 SQ. FT.
 TOTAL GROSS FLOOR AREA: 2,609 - 0'00" = 3.3
 TOTAL PARKING SPACES: 13
 TOTAL PARKING SPACES SHOWN: 13
 ALL PARKING SPACES SHALL BE A MINIMUM OF 9'-0" x 20'-0"

MASTER PLAN FOR
HUMBOLDT STATION COMMERCIAL CENTER
 2735 SOUTH HIGHWAY 69
 HUMBOLDT, ARIZONA

DOCUMENT #	SECTION	TOWNSHIP	RANGE	ASSESSOR'S PARCEL NUMBER

PB 15 Rev. 4/91

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

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: August 14, 2012

Date of Request: August 1, 2012

Type of Action: Routine/Consent Regular

Requesting: Action Report Only

Agenda Item Text (a brief description for placement on the agenda; please be exact):
Discussion, direction and action on Ordinance No. 11-88.

Purpose and Background Information (Detail of requested action). Council passed this ordinance in August, 2011. Because of the format of it, it was not put into the Code of Ordinances but instead put into the Policies and Procedures Manual. This item is to determine if that is how we want it handled or to change the ordinance.

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: Email to Town Clerk, Copy of Ordinance

Type of Presentation: Oral

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

Contact Person: CM Wright *Nancy*

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

From: CM NWright
Sent: Sunday, July 22, 2012 3:12 PM
To: Judy Morgan
Cc: Yvonne Kimball
Subject: Ordinance No. 11-88

I could not find Ordinance No. 11-88 as having been made a part of our Code of Ordinances. It was passed in August of 2011. I'm puzzled as to why, since ordinance No. 11-89 which was passed in October, 2011 has been posted.

Thanks for your help.

CM Wright

Monday, July 23, 2012 9:13 AM

Hello CM Wright,

The Ordinance (11-88) was sent over for codification January 2012. Sections 30.020, 30.032, 30.060, 30.061, 30.062, 30.063, 30.064, and 30.065 were extinguished in the code, as spelled out in the ordinance. Exhibit A – Code of Ethics was not codified as the codifier made this comment:

” Regarding the ethics policy: we did not incorporate this into the code because what we received as Exhibit A is a document that lays out the policy and is meant to be signed by employees to verify that they have been made aware of such a policy. Documents of that sort are not normally codified.”

It was suggested we could put this in the Public Body Rules of Policies and Procedures Manual, so this is what was done. For whatever reason they did not include this ordinance in the Parallel Reference. I will have that done with the next codification.

Town Clerk
Town of Dewey-Humboldt
P.O. Box 69 ▪ 2735 S. Hwy. 69 ▪ Humboldt, AZ 86329
Phone: 928-632-7362 ▪ Fax: 928-632-7365

ORDINANCE Nº 11-01

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, COUNTY OF YAVAPAI, ARIZONA, AMENDING THE CODE OF DEWEY-HUMBOLDT, CHAPTER 30 TOWN COUNCIL AND OFFICIALS, BY EXTINGUISHING SECTIONS §30.020 TOWN COUNCIL PERSONAL CODE OF CONDUCT; §30.021 CODE OF TEAMWORK AND COOPERATION; LEGAL AND ETHICAL STANDARDS §30.060 PREAMBLE; §30.061 CODE OF ETHICS; §30.062 PUBLIC INTEREST; §30.063 CONDUCT; §30.064 CONFLICT OF INTEREST; AND §30.065 COMPLIANCE AND ENFORCEMENT WITH ALL RULES, HEREBY MADE REDUNDANT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the Mayor and Council find it in the best interest of the Town to establish ethical standards of conduct for public officials acting in their official public capacity.

Now, Therefore, Be it ordained by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, as follows:

Section 1. Adoption

That certain document known as the Code of Ethics, attached hereto as Exhibit A, is hereby adopted by the Town of Dewey-Humboldt, and each and all of the conditions and terms of the Code of Ethics are hereby referred to, adopted, and made part hereof as through fully set forth herein.

Section II. Extinguishment.

Town Code Sections §30.020 Town Council Personal Code of Conduct; §30.021 Code of Teamwork and Cooperation; Legal and Ethical Standards §30.060 Preamble; §30.061 Code of Ethics; §30.062 Public Interest; §30.063 Conduct; §30.064 Conflict of Interest; and §30.065 Compliance and Enforcement with all Rules are hereby extinguished in their entirety and are made of no further force or effect, replaced by this Code of Ethics.

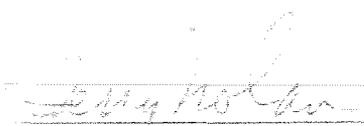
Section III Severability.

The provisions of this ordinance and the code it incorporates are hereby declared to be severable, and if any section, sentence, clause, or phrase of this ordinance shall, for any reason, be held to be invalid or unconstitutional, such decisions shall not affect the remaining sections, sentences, clauses, or phrases of this ordinance, but they shall remain in effect, it being the legislative intent that this ordinance shall stand notwithstanding the validity of any part thereof.

Section IV. Effective Date.

That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force August 16, 2011 and shall be codified as of October 1, 2011.

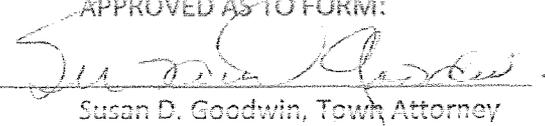
PASSED AND ADOPTED by the Mayor and Common Council of the Town of Dewey-Humboldt, Yavapai County, Arizona, this 9th day of August, 2011.



Terry Noian, Mayor

ATTEST:


Jody Morgan, Town Clerk

APPROVED AS TO FORM:


Susan D. Goodwin, Town Attorney

3:\Users\Terry\ORDS & RES\Ordinances\2011 Ordinances\Ordinance 11-88 Code of Ethics.docx

EXHIBIT A





Town of Dewey-Humboldt

Adopted August 16, 2011

Town Of Dewey-Humboldt Code of Ethics

Ethics is defined here as the rules or standards governing those persons functioning as representatives of the Town of Dewey-Humboldt. These rules and standards are based upon a set of values judged to be moral to the extent that they enhance society and an individual's relationship to others.

A representative of the Town of Dewey-Humboldt is defined here as a public official, elected or appointed, salaried or unpaid, including the mayor, Town council members, any board or commission member and staff.

The purpose of this code is to establish ethical standards of conduct for these public officials acting in their official public capacity.

I. Responsibilities of Public Office

By oath of office each representative is responsible to uphold the Constitution of the United States, the Constitution of the State of Arizona, and the ordinances and regulations of the Town of Dewey-Humboldt. The public official shall perform his or her obligations in a manner that is impartial and responsible to all people.

The public official shall not use his position for personal or monetary gain.

The public official shall not disclose confidential information concerning the property, government, or affairs of the Town of Dewey-Humboldt without proper legal authorization.

II. Conflict of Interest

This code shall reinforce any existing affirmation regarding conflict of interest contained in the public official's oath of office. When acting in a public capacity, the public official shall abstain from participating in discussion and vote on any pending matter that would result in his financial or private gain.

The public official shall not directly or indirectly solicit, accept or receive any gift--whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form that could be reasonably inferred to influence the performance of his official duties and actions or serve as a reward for any official action.

III. Conduct in Public Office

The public official shall not discuss or divulge confidential information acquired by him in the course of his official duties nor shall he use this information for his own personal interest.

The public official shall respect the rights, privileges and opinions of his fellow officials. Propriety dictates that the public official be sensitive to the possible confidential or personal nature of directives addressed to other individuals.

IV. Compliance and Enforcement with the Dewey-Humboldt Code of Ethics.

When Public officials assume their duties they have an obligation to abide by this code of ethics. Any possible violation of this code should be reported to a member of the council, or in

the case of staff, to the Town Manager. This alleged violation may be put on a future council meeting agenda if appropriate, with notification to the alleged violator. If the alleged violation is believed to be a criminal matter it should be reported to the proper authorities.

All public officials are expected to honor the mandates set forth in the Town of Dewey-Humboldt Code of Ethics.

Town of Dewey-Humboldt Code of Ethics

The undersigned acknowledges receipt of the Town of Dewey-Humboldt Code of Ethics this 9th day of the month of August, 2011.

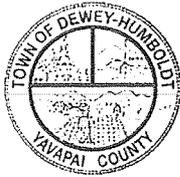
Signature

Print Name

Public office or position held



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

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: August 14, 2012

Date of Request: August 1, 2012

Type of Action: Routine/Consent Regular

Requesting: Action Report Only

Agenda Item Text (a brief description for placement on the agenda; please be exact):
Discussion, direction and/or action on adopting all rules and procedures necessary
or convenient for the conduct of business by the Board of Adjustment.

Purpose and Background Information (Detail of requested action). Council voted
to act as the Board of Adjustment (BOA). Prior to hearing an appeal the BOA
needs to adopt rules and procedures. This item is to start working on those
rules and procedures so they are in place before hearing an appeal.

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: ARS 9-462.06 C

Type of Presentation: Oral

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

Contact Person: CM Wright


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

ARS 9-462.06. Board of adjustment

C. A board of adjustment shall hear and decide appeals from the decisions of the zoning administrator, shall exercise such other powers as may be granted by the ordinance and adopt all rules and procedures necessary or convenient for the conduct of its business.