

**SPECIAL STUDY SESSION MEETING NOTICE  
TOWN COUNCIL OF DEWEY-HUMBOLDT  
Tuesday, December 11, 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. Oath of Office.**

**2.1. Swearing in Arlene Alen as the newly appointed Council Member.**

**3. Roll Call.**

**3.1. Town Council.** Town Council Members Arlene Alen, David Hiles, Mark McBrady, Denise Rogers, Nancy Wright; Vice Mayor Dennis Repan; and Mayor Terry Nolan.

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

**5. Special Session.** Legal action can be taken.

**5.1. Review and discussion of 2013 Council meeting and holiday schedules.** Discussion and possible action.

**5.2. Routine Reports from Town Council Appointees to Agencies & Organizations.** [CAARF Requested by CM Wright]

**5.3. Bid Opening for On-Call Maintenance Contract.** Discussion and possible action.

**5.4. Agua Fria Festival Committee Park Equipment Donation.** Discussion and possible action.

**6. 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 Public Comment is **3** minutes per person. The audience is asked to please be courteous and silent while others are speaking.

**7. Adjourn.**

**For Your Information:**

Next Town Council Regular Meeting: Tuesday, December 18, 2012, at 6:30 p.m.

Next Planning & Zoning Commission Meeting: Thursday, January 3, 2012, at 6:00 p.m.

Next Town Council Work Session: Tuesday, January 8, 2013, at 2:00 p.m.

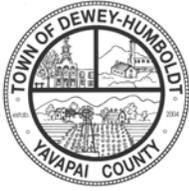
If you would like to receive Town Council agendas via email, please sign up at [AgendaList@dhaz.gov](mailto:AgendaList@dhaz.gov) and type Subscribe in the subject line, or call 928-632-7362 and speak with Judy Morgan, Town Clerk.

**Certification of Posting**

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Dewey-Humboldt Town Hall, 2735 South Highway 69, Humboldt, Arizona, Chevron Station, 2735 South Highway 69, Humboldt, Arizona, Blue Ridge Market, Highway 69 and Kachina Drive, Dewey, Arizona, on the \_\_\_\_ day of \_\_\_\_\_, 2012, at \_\_\_\_ p.m. in accordance with the statement filed by the Town of Dewey-Humboldt with the Town Clerk, Town of Dewey-Humboldt.

By: \_\_\_\_\_, Town Clerk's Office.

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.



**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**  
**December 11, 2012– 2 pm Town Council Meeting Chambers**

**Agenda Item # 5.1 Review and Discussion of 2013 Council Meeting and Holiday Schedules.** Review, discussion and possible action.

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

**Date submitted: December 4, 2012**

**Summary:**

Staff presents you with 2013's council meeting schedule including regular sessions and work sessions as defined in Town Code. We also prepared a schedule of 2013's Town observed holidays. We hope that these schedules will allow you to make plans in advance.

It is our presumption that when a Town regularly-scheduled meeting falls on an observed holiday, the meeting would be canceled or re-scheduled. In 2013, January 1<sup>st</sup> is both a Town observed holiday and a Town Code indicated regular meeting date. Staff seeks your confirmation of canceling Jan. 1 2013's meeting.

Additionally, in 2012 there were a few occasions when a regularly scheduled meeting is immediately before or after a holiday. We recall that some council members were concerned about the attendance at those meetings and there were discussions about potential cancelation of those meetings. Upon your review of the attached schedules, staff would also like to seek your direction on how to handle above mentioned potentially conflicting dates. We are hoping to address the potential cancelation or rescheduling needs as soon as possible.

**2013 Holidays**

New Year's Day	01-01-13	Tuesday
MLK Day	01-21-13	Monday
President's Day	02-18-13	Monday
Memorial Day	05-27-13	Monday
Independence Day	07-04-13	Thursday
Labor Day	09-02-13	Monday
Veterans' Day	11-11-13	Monday
Thanksgiving Day	11-28 & 29-13	Thursday and Friday
Christmas Day	12-25-13	Wednesday

**Council Meeting Dates**

**P&Z Meeting Dates**

<u>Regular</u>	<u>Work Session</u>	
01-01-13 (Holiday)	01-08-13	01-03-13
01-15-13		
02-05-13	02-12-13	02-07-13
02-19-13		
03-05-13	03-12-13	03-07-13
03-19-13		
04-02-13	04-09-13	04-04-13
04-16-13		
05-07-13	05-14-13	05-09-13
05-21-13		
06-04-13	06-11-13	06-06-13
06-18-13		
07-02-13	07-09-13	07-04-13 (Holiday)
07-16-13		
08-06-13	08-13-13	08-08-13
08-20-13		
09-03-13	09-10-13	09-05-13
09-17-13		
10-01-13	10-08-13	10-03-13
10-15-13		
11-05-13	11-12-13	11-07-13
11-19-13		
12-03-13	12-10-13	12-05-13
12-17-13		



**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:** 11th December 2012

**Date of Request:** 9th November 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):**

Routine Reports from Town Council Appointees to Agencies & Organizations

**Purpose and Background Information (Detail of requested action).** \_\_\_\_\_

Please See Attached Document

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

**Budgeted Amount:** N/A

**List All Attachments:** Purpose and Background Information - 1 Page

**Type of Presentation:** Town Council Discussion during Work Session

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

**Contact Person:** Submitted By: David Nystrom Town Council Sponsor: Nancy 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.**

**TOWN OF DEWEY-HUMBOLDT  
P.O. BOX 69  
HUMBOLDT, AZ 86329**

**Purpose and Background Information**

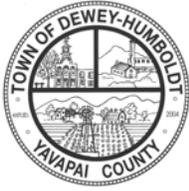
The Town Council has appointed members to represent the Town's interest with agencies and organizations as such as NACOG, CYMPO and WAC. A discussion on obtaining routine updates (such as quarterly) on each organization's activities may be advantageous to the Town Council and public in general.

- 1) Most of these agencies and organizations require a financial commitment from the Town, in order to participate as a member. During the yearly budget deliberations, it would be useful for the public and members of the Town Council to understand the cost - benefit of membership in NACOG, CYMPO and WAC. This can be accomplished by having the Town Council and public become more aware of how each agency benefits the Town.
- 2) It is also appropriate that the Town's position on issues addressed by NACOG, CYMPO and WAC reflect that of the Town and not one individual's opinion. Therefore an opportunity should be provided for the Town Council to discuss and provide direction on the Town's position regarding the various issues facing NACOG, CYMPO and WAC.

*This is consistent with Town Code 30.085 D which states "If a member of the Town Council appears before another governmental agency organization to give a statement on an issue affecting the town, the Councilmember should indicate the majority position adopted by the Council. If the Council is divided on an issue, the member should make no statement."*

The agencies NACOG, CYMPO and WAC are provided as examples. Consideration should be given to any organization or agency where the Town Council appoints one individual to represent the Town's interests.

If during the consideration of this topic during the Work Session, there is an interest in formalizing a requirement for routine reporting to the Town Council, a follow-up agenda item should be scheduled with the ability for the Town Council to take specific action.



**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**  
**December 11, 2012 – 2.00 pm Town Council Meeting Chambers**

**Agenda Item # 5.3**

**To: Mayor and Council Members**  
**From: Ed Hanks, Public Works Supervisor**

**Date submitted: December 6, 2012**

**Recommendation: Award Earth Resources Corp. on-call maintenance contract.**

**Summary:**

The on-call maintenance contract was advertised in November under the Council's direction. The Bid Opening meeting was on Dec. 5. We received four bids.

Earth Resources Corp. proposed the lowest bids overall except for Bid #2 which Earth Resources Corp. is the second lowest bidder. The lowest bidding company for Bid #2 is Elite Grading and Paving Inc. from Peoria. The difference between two low bidders is less than \$3000. All bids are based on unit cost.

Considering Earth Resources Corp. is a locally owned company with a solid reputation of doing quality work in a timely manner, staff recommends the Council to award the on-call maintenance contract for all four bids to Earth Resources Corp.

# TOWN OF DEWEY-HUMBOLDT

On-Call Town Maintenance



## CONTRACT DOCUMENTS AND SPECIFICATIONS

TOWN OF DEWEY-HUMBOLDT

2735 S. Highway 69  
Humboldt, Arizona 86329

October 2012

**Town of Dewey-Humboldt  
On-Call Town Maintenance**

<b>Section</b>	<b>Subject</b>	<b>Pages</b>
00020	Call for Bids.....	3
00300	Scope of work.....	4
00400	Bid Schedule.....	7
00500	Agreement.....	11
Appendix A-Map of Town owned roads		

## **SECTION 00020 - CALL FOR BIDS**

**1. Bids.** The Town of Dewey-Humboldt will receive sealed Bids at the Town of Dewey-Humboldt, 2735 S. Highway 69, Humboldt, Arizona 86329, telephone number 928.632.7362 for the On-Call Maintenance work including road grading, ditch clean out, low water crossing clean-up and culvert cleaning, pot hole and road failure repair and drainage facility improvements until 2:00 p.m. on Monday, November 26, 2012 when all Bids that have been duly received will be opened publicly. The project includes, but is not necessarily limited to, the following items of work:

### **Bid No.1**

Grading of dirt roads which includes grading ditches and removing the windrow created by previous grading operations on the edge of the roads/ditches for 13 miles of Town-owned dirt roads, as needed, but no more than three times a year.

### **Bid No.2**

Provide equipment and labor for Culvert cleaning, ditch cleaning, pot-hole repair and cleaning dirt and debris from low water crossing after rains at various locations in Town, provided within a 24 hour response time.

### **Bid No.3**

Provide all construction equipment and labor to spread and compact Town supplied road maintenance materials to various roads within the Town;

### **Bid No.4**

Provide equipment and labor to install drainage culverts and associated appurtenances within Town owned right-of-way as directed by the Town.

All work will be as needed by the Town. The Town makes no guarantee as to any specific quantity of work.

**2. Bid Documents.** Bid Documents may be obtained at Town of Dewey-Humboldt, 2735 S. Highway 69, Humboldt, Arizona 86329. All technical questions relating to this work may be directed to the Town of Dewey-Humboldt, Attention: Ed Hanks, Public Works Supervisor at 928.632.7362 and mobile 928.713.9239, email: edhanks@dhaz.gov.

Bid Documents consist of a Scope of work description, sample contract and bid schedule for each phase of work. Bid Documents can be shipped after receipt of the deposit and only if the requestor assumes responsibility for all related shipping charges.

**3. Award.** The Town of Dewey-Humboldt Council reserves the right to reject any or all Bids, to waive any non-conformance, to re-advertise for bids, and to withhold the award for any reason the Town of Dewey-Humboldt determines.

---

Ed Hanks, Public Works Supervisor  
Town of Dewey-Humboldt

## **SECTION 00020 SCOPE OF WORK**

All work will comply with the latest edition of MAG Specifications and Details. No Bid Bonds, or Performance and Payment bonds are required. Insurance requirements are shown in the Agreement.

Each bid shall stand alone and the Town may award each bid to a different contractor.

The City may award a contract for each bid to more than one contractor in order to ensure the availability of a contractor to do the work due to the quick response time required to complete the work. There are no guarantees that any of the selected contractors will actually be given a notice to proceed on any bid or portion of any bid, it all depends on the needs of the Town.

No compensation will be considered if a selected contractor is not requested by the Town to do any of the work in which he has bid or has been given a contract. In order to start work, the selected contractor must be given a notice to proceed with a description of the work that he has been selected to complete based on the bid numbers he has quoted.

### **Bid No.1:**

**Short Description:** Grading of dirt roads which includes grading ditches and removing the windrow created by previous grading operations on the edge of the roads/ditches for 13 miles of Town owned dirt roads.

Grading all Town owned dirt roads to a smooth finish as needed. This work includes removing the existing windrow created by previous grading operations on the edge of the roadway or ditch at various locations along these dirt roads. The schedule for this work will be determined by the Town. A bid item shall include mobilization costs of each scheduled grading.

No dirt from the grading operations shall be deposited in the roadside ditches. Any dirt or debris that is left in the roadside ditches shall be removed by the contractor at no cost to the Town. There are approximately 13 miles of Town owned dirt roads, which are shown in Exhibit A.

### **Bid No.2:**

**Short Description:** Provide equipment and labor for culvert cleaning, ditch cleaning, pot-hole repair and cleaning dirt and debris from low water crossing after rains at various locations in Town, provided within a 24 hour response time.

The contractor shall provide culvert cleaning, ditch cleaning, pot-hole repair (Hot Patch), road failure and/or intersection repair, and cleaning dirt and debris from low water crossing after rains at various locations in Town.

Pot hole repair shall include providing ¾ inch AC to fill in various pot holes. The work shall include tack and compaction of the AC at various locations in Town. The Town will try to give the contractor as many pot holes to be repaired as possible but the minimum amount to be paid by the Town will be 2 tons and additional tons will be paid on a per ton basis at the bid item for additional tonnage. The work will entail repairing chip sealed and asphalt concrete roads. The area of repair shall be compacted with appropriate equipment to provide a smooth finish. A tack coat will be required on asphalt concrete roads and may be omitted on chip sealed roads.

A “pot hole” is defined as a failure less than five (5) square feet. Repair of pot holes will require loose material to be removed from the failure area, placing ¾ inch (19mm) hot-mix asphalt concrete, and compaction.

A “road failure” is defined as a failure greater than five (5) square feet. Repair of road failures will require saw cutting to provide a clean edge, removing material, compacting base, placing ¾ inch (19mm) hot-mix asphalt concrete, and compaction. All removed material shall be disposed of offsite at no charge to the Town.

An “intersection return” is defined as a type of failure that occurs adjacent to the traveled way as a result of vehicles cutting corners. Intersection return repair shall include placing an aggregate base course along the edge of roadway compacted to 95% proctor. The material shall be sloped to drain away from the roadway. A weigh ticket will be required by the Town to verify the quantity.

Areas along the roadway centerline may require the preservation of monuments. These monuments shall be preserved prior to repairing paved road surface. The monuments shall be preserved per Maricopa Association of Governments Standard Detail 270 Frame and Cover. The bid item should include all materials and labor required to install the frame and cover per the detail. No mobilization will be paid for this item. A weight ticket will be required to process payment. This item will be paid per the bid fee schedule.

Culvert cleaning shall include removing dirt that is plugging existing culverts. Culverts to be cleaned shall be shown to the selected contractor at the time of cleaning. Driveway culverts are the responsibility of the Owner. Work shall also include grading the existing ditch 50 feet on both ends of the culvert to restore the drainage at various locations in Town. Dirt removed from cleaning and grading shall be removed from the site and shall be considered incidental to the work.

The Town will try to give the contractor as many culverts as possible to be cleaned at each time they are requested to come out for culvert cleaning. However, the minimum number of culverts to be cleaned shall be five and each additional culvert will be paid at the bid price for additional culverts.

Ditch cleaning will include removing silt and dirt from roadside ditches after rainstorms. Ditches to be cleaned shall be shown to the selected contractor at the time of cleaning. The bid has a base quantity of 1000 linear feet which is the minimum linear feet of ditches to be cleaned at one

time. Additional footage of ditches will be paid at this linear foot price for additional ditch cleaning bid by the contractor. Dirt and silt removed from cleaning shall be removed offsite. Cleaning of dirt and debris from low water crossings are required after rain storms. Work shall include cleaning and disposing of dirt and debris-offsite without damaging the existing pavement. Existing pavement damaged shall be repaired at no cost to the Town. The Town shall give the contractor at least 5 low water crossings to clean at a time. Additional water crossings shall be paid at the unit price for additional water crossings.

No mobilization costs will be paid for this item. This item will be paid based on each Authorization for Services that is issued by the Town to the contractor. Consecutive days of comparable work will not constitute separate requests. This item will be paid per the bid fee schedule.

Due to the quick time frame to have the low water crossing cleaned, culverts to be cleaned, and pot-holes repaired (24 hours), more than one contractor may be awarded this portion of the work.

**Bid No.3:**

**Short Description:** Provide all construction equipment and labor to spread and compact Town supplied road maintenance materials to various roads within the Town.

The contractor shall provide all labor and equipment to spread and compact Town supplied millings or equivalent material to various roads within the Town. Some of these roads have had millings compacted on them in previous years.

The materials shall be spread and compacted to an approximate thickness of 3 inches.

The contractor shall be paid per ton for all work including but not limited to the loading, hauling, spreading compacting, watering and placing millings on the roadways described above. The actual locations for the placement of the millings will be directed by the Town.

In order to get an accurate weight on trucks used to haul the millings, that contractor shall load the trucks, get them weighed and then that weight of a loaded truck will be used to establish the tonnage place and compacted.

**Bid No.4:**

**Short Description:** Provide equipment and labor to install drainage culverts and associated appurtenances within Town owned right-of-way as directed by the Town.

The work will entail installing drainage culverts and associated appurtenances within Town owned right-of-way as directed by the Town. No permit will be required by the Town to complete the work. The bid item shall include excavation of trench, bedding and shading material, laying the culvert to proper grade, backfilling, compacting, and returning the finished grade to pre-construction condition. The culverts shall be smooth bore High Density Polyethylene (HDPE) pipe. Pipe joints required for an installation shall be considered incidental to the cost and no separate payment shall be made.

A separate line item has been included as a contingency for any fill material that may be required as a condition of culvert installation. The fill material shall be free of organic material, contaminating material, and hazardous objects. The fill material shall be screened to remove large objects to allow for adequate compaction. Any excess dirt shall be disposed offsite without damaging the existing pavement. Pavement damage shall be repaired at no cost to the Town. A weigh ticket will be required by the Town to verify the quantity.

Rip-rap erosion protection may be required at the inlets and outlets of the culverts. The rip-rap shall have a D50 of ten (10) inches. The rip-rap shall be installed so that the top of the rip-rap matches the flowline of the channel. The placement and amount of rip-rap shall be directed by the Town. A weigh ticket will be required by the Town to verify the quantity. No mobilization will be paid for this item. The bid shall include all material, labor, and equipment to install the applicable drainage culvert or rip-rap.

**SECTION 00400 BID SCHEDULE**

**Bid No.1:**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	<b>Grade Dirt Roads</b>				
1	Mobilization	1	LS		
2	Grade Dirt Roads, up to 13 Miles/grading	1	Mile		
	<b>TOTAL</b>				

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

Total of Bid (sum of Bid Items 1 through 2)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents \$ \_\_\_\_\_  
 (Written Words)

THE BASE BID AND THE TOTAL OF THE BASE BID AND ALL BID ALTERNATES DOLLAR VALUES WILL BE ANNOUNCED AT THE BID OPENING.

**Bid No.2:**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	<b>Culvert cleaning, pot-hole repair, road failure repair, intersection return failure remove debris from low water crossings</b>				
1	Clean culverts	5	EA		
2	Clean additional culverts	5	EA		
3	Clean ditches	1000	LF		
4	Clean additional ditches	1000	LF		
5	Pot- hole repair	1	Ton		
6	Road failure repair and /or Intersection return repair	5	SQ yard		
7	Remove debris from low water crossings	5	EA		
8	Remove additional debris from low water crossing	5	EA		
	<b>TOTAL</b>				

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

Total of Bid (sum of Bid Items 1 through 8)

Dollars and \_\_\_\_\_ Cents \$ \_\_\_\_\_  
(Written Words)

THE BASE BID AND THE TOTAL OF THE BASE BID AND ALL BID ALTERNATES DOLLAR VALUES WILL BE ANNOUNCED AT THE BID OPENING.

**Bid No.3:**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	<b>Apply Town Supplied Road Maintenance Materials</b>				
1	Mobilization	1	LS		
2	Load, Haul, spread and compact road maintenance materials, such as millings or equivalent material	100	Tons		
	<b>TOTAL</b>				

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

Total of Bid (sum of Bid Items 1 through 2)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents \$ \_\_\_\_\_  
 (Written Words)

THE BASE BID AND THE TOTAL OF THE BASE BID AND ALL BID ALTERNATES DOLLAR VALUES WILL BE ANNOUNCED AT THE BID OPENING.

**Bid No.4:**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	<b>Installation of Drainage culverts and Associated Appurtenances</b>				
1	Mobilization	1	LS		
2	18" HDPE	1	LF		
3	18" End Section	1	EA		
4	24" HDPE	1	EA		
5	24" End Section	1	EA		
6	Haul off excess material	1	Ton		
7	Fill Material	1	Ton		
8	Rip-Rap D50 = 10"	1	Ton		
	<b>TOTAL</b>				

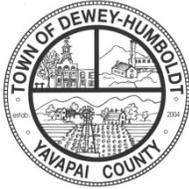
The bid is based upon the lump sum prices, allowances, unit prices and estimated quantities. If there is an error in the Bid or computed total by the Bidder, it shall be changed and the unit prices and lump sum amounts shall govern.

Total of Bid (sum of Bid Items 1 through 3

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents \$ \_\_\_\_\_  
 (Written Words)

THE BASE BID AND THE TOTAL OF THE BASE BID AND ALL BID ALTERNATES DOLLAR VALUES WILL BE ANNOUNCED AT THE BID OPENING.

**00500 AGREEMENT**



**TOWN OF DEWEY-HUMBOLDT**  
**P.O. BOX 69**  
**HUMBOLDT, AZ 86329**  
**Phone 928-632-8643 ▪ Fax 928-632-7365**

---

**AGREEMENT FOR ON-CALL TOWN MAINTENANCE SERVICES**

Date:

---

Contractor:

---

Not-to-exceed Price:

---

THIS AGREEMENT for On-Call Town Maintenance Services (herein "Agreement"), made and entered into the date first listed above, by and between the Town of Dewey-Humboldt, an Arizona municipal corporation (herein "Town") and Contractor.

**1. SERVICES AND RESPONSIBILITIES**

1.1 Retention of Contractor. In consideration of the mutual promises contained in this Agreement, Town engages Contractor to render services on an "as-needed" basis, in accordance with the terms and conditions contained in this Agreement.

1.2 Scope of Work.

1.2.1 Contractor shall do, perform and carry out in a satisfactory, good and workmanlike manner, as determined by Town, the services set forth in individual Authorizations for Services ("Services"), not to exceed (\$ \_\_\_\_\_). A form of Authorization for Services is attached hereto as Exhibit C. Town shall notify Contractor in writing of Services to be performed by execution of an Authorization for Services. Delivery of an Authorization for Services shall constitute Contractor's authorization to proceed with the Services described in such Authorization. Each Authorization for Services shall clearly describe the scope of services authorized pursuant to such Authorization for Services.

### 1.3 Responsibility of Contractor

1.3.1 The Services provided by Contractor shall be performed and completed in accordance with all requirements of law and no Services shall be undertaken until Contractor has been issued all permits, if required. All labor must be performed in accordance with the best modern practice and with materials and workmanship of the highest quality.

1.3.2 Contractor shall provide and pay and shall insure under the requisite laws and regulations all labor, materials, equipment, tools, construction equipment, machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Services.

1.3.3 Contractor shall procure and maintain during the course of this Agreement insurance coverage required by Section 6 of this Agreement.

1.3.4 Contractor shall designate [REDACTED] as Contractor's Representative and all communications shall be directed to him or her.

1.3.5 Contractor's subcontracts, if any, are set forth in Exhibit B, attached hereto and made a part hereof. Any modification to the list of Subcontractors in Exhibit B, either by adding, deleting, or changing subcontractors, shall require written consent of Town.

1.3.6 Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Agreement.

1.3.7 Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Contractor shall provide and pay for and insure all equipment necessary for the Services.

1.3.8 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

### 1.4 Responsibility of Town

1.4.1 Town shall cooperate with Contractor by placing at its disposal all available information concerning the Services.

1.4.2 Town designates the Public Works Supervisor as its Contract Representative. All communications to Town shall be through its Contract Representative.

## 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum. The Contract Sum shall be set forth in the Authorization for Services on a per Authorization basis, and as set forth in the Bid Documents, which are made a part hereof. Town agrees to pay Contract sum in an amount equal to or less than the Not-to-exceed Price.

2.2 Payment. Payment shall be made within thirty (30) days after the final inspection and acceptance of Services by Town. No progress payments are authorized unless specifically included in the Authorization for Services.

2.3 Additional compensation beyond that stated within **§ 2.1** shall be denied without duly authorized and approved Change Orders.

3. CONTRACT DOCUMENTS.

3.1 “Contract Documents” shall include:

- (a) All documents included in Town’s Invitation for Bids and Bid No. \_\_\_;
- (b) Town amendments, limitations, and clarifications to Contractor’s Proposal submitted in response to the Invitation for Bids.
- (c) This Agreement;
- (d) The Scope of Work;
- (e) Town Limitations;
- (f) Authorization for Services

3.2 Contract Documents are attached hereto and made a part hereof.

3.3 The Contract Documents are intended to be read in harmony with one another; but in the event of an unresolvable conflict, the terms of the Scope of Work will prevail over the Contractor’s Proposal, the terms of the Town Limitations will prevail over the Scope of Work, and the terms of this Agreement will prevail over the Town Limitations.

4. Time of Completion.

4.1 Contractor hereby agrees to fully complete the services provided for herein no later than the date indicated in the Authorization for Services.

4.2 Any request for extension of time shall be made in writing to the Town Public Works Supervisor, or his designee, immediately upon Contractor’s discovering the circumstances leading to the request for an extension and stating the reason for said request, and the period of the extension sought. The extension of time shall be reviewed by the Town Manager or his authorized agent, and approved or disapproved within his sole discretion. Should an extension of time for Contractor to perform be granted, such additional time shall be deemed to commence and run from the date indicated in the Authorization for Services.

5. Indemnification

5.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Town, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused in whole or in part by Contractor, its agents, employees or any tier of Contractor’s subcontractors related to

the Services in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify Town, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused in whole or in part by Contractor's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of Contractor, of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services Contractor may be legally liable including Town. Such indemnity does not extend to the Town's negligence.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

## 6. Insurance

6.1 General: Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option.

6.2 No Representation of Coverage Adequacy: By requiring insurance herein, Town does not represent that coverage and limits will be adequate to protect Contractor. Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

6.3 Additional Insured: All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

6.4 Coverage Term: All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement are

satisfactorily performed, completed and formally accepted by Town, unless specified otherwise in this Agreement.

6.5 Primary Insurance: Contractor's insurance shall be primary insurance. All insurance, except Workers' Compensation and Professional Liability, shall provide protection of Town as an Additional Insured.

6.6 Claims Made: In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

6.7 Waiver: All policies, except Workers' Compensation Insurance and Professional Liability, shall contain a waiver of rights of recovery (subrogation) against Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

6.8 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Town, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

6.9 Use of Subcontractors: If any Services under this Agreement are subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

6.10 Evidence of Insurance: Prior to commencing any Services under this Agreement, Contractor shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance of and reliance by Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to the Town Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the

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

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

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

6.10.2 Contractor's insurance shall be primary insurance as respects performance of this Agreement.

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

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

6.10.5 Project descriptive information including:

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

## 6.11 Required Coverage

6.11.1 Commercial General Liability: Contractor shall maintain "occurrence" form Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out

of “your work” for that insured by or for you”. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

6.11.2 Vehicle Liability: Contractor shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’s Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code “1” any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

6.11.3 Workers’ Compensation Insurance: Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor’s employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

7. Agreement Term and Termination of This Agreement.

7.1 Term: This Agreement shall be in effect for one year beginning on the date first entered above unless terminated as provided herein. The Agreement may be renewed upon mutual written agreement of Town and Contractor for up to two (2) additional one-year terms.

7.2 Termination: Town may, by written notice to Contractor, terminate this Agreement in whole or in part with seven (7) days' notice, either for Town's convenience or because of the failure of Contractor to fulfill his contract obligations. Upon receipt of such notice, Contractor shall: (1) immediately discontinue all Services affected (unless the notice directs otherwise), and (2) deliver to Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by Contractor in the event of substantial failure by Town to fulfill its obligations.

7.3 Payment to Contractor Upon Termination: If the Agreement is terminated, Town shall pay Contractor for the Services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

8. Assurances.

8.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

8.2 Examination of Records: Contractor agrees that duly authorized representatives of Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions related to this Agreement.

8.3 Litigation: Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

8.4 Independent Contractor: Contractor shall be an independent contractor and not an agent of Town and shall direct and supervise the Services required by this Agreement and shall be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and shall be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the Contractor.

8.5 Exclusive Use of Services – Confidentiality: The services agreed to be provided by Contractor within this Agreement are for the exclusive use of Town and Contractor shall not engage in conflict of interest nor appropriate Town work product or information for the benefit of any third parties without Town consent.

8.6 Sole Agreement: There are no understandings or agreements except as herein expressly stated.

8.7 Caption: Paragraph captions are for convenience only and are not to be construed as a part of this Agreement; and in no way do they define or limit the Agreement.

8.8 Time is of the Essence: The timely completion of the Project is of critical importance to the economic circumstances of the Town.

8.9 Controlling Law: This Agreement is to be governed by the laws of the State of Arizona.

8.10 Immigration Law Compliance Warranty:

8.10.1 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.

8.10.2 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.

8.10.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

8.10.4 Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.

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

8.11 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.

8.12 Notices: Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

The Town:

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

Consultant:

Representative Name  
Representative Title  
Contractor's Name  
Contractor's Address

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

9. INTERESTS AND BENEFITS

9.1 Conflict of Interest of Contractor: The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others: No officer, member or employee of Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Non-Solicitation: Contractor agrees that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this clause, Town may terminate this Agreement without liability, or, in its discretion, deduct from the Contract Sum, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingency fee.

9.4 Notice Regarding A.R.S. § 38-511: Under Section 38-511, Arizona Revised Statutes, as amended, Town may cancel any Agreement it is a party to within three (3) years after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of Town is, at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. In the event Town elects to exercise its rights under Section 38-511, Arizona Revised Statutes, as amended, Town agrees to immediately give notice thereof to the Contractor.

10. ASSIGNABILITY. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Town thereto; provided, however, that claims for money due or to become due to the Contractor from Town under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Town.

IN WITNESS WHEREOF, Town and Contractor have executed this Agreement as of the date first written.

TOWN OF DEWEY-HUMBOLDT

By: \_\_\_\_\_  
Terry Nolan, Mayor

ATTEST:

\_\_\_\_\_  
Judy Morgan, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC  
Town Attorneys  
By: \_\_\_\_\_

Contractor

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT B**

**CONTRACTOR'S SUBCONTRACTORS**

**EXHIBIT C**

**AUTHORIZATION FOR SERVICES NO. \_\_\_\_\_**

RE: Agreement for On-Call Town Maintenance Services between the Town of Dewey-Humboldt, Arizona and \_\_\_\_\_ (Contractor).

DATE: \_\_\_\_\_

SCOPE OF WORK:

FEE: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

Accepted: \_\_\_\_\_  
Contractor' Representative  
By: \_\_\_\_\_

\_\_\_\_\_  
Town of Dewey-Humboldt  
By: \_\_\_\_\_

**Town of Dewey-Humboldt**  
On-Call Maintenance



**Contract Documents and Specifications**

**Prepared by**  
**Town of Dewey-Humboldt**  
2735 S. Highway 69  
Humboldt, Arizona 86329

**November 29, 2012**

# **ADDENDUM NO. 1**

The following revisions to the Contract Documents and Specifications shall become a part of the above mentioned contract documents:

**Contract Documents and Specifications**

**Section 00300 – Scope of Work**

1. Bid No. 1 – Grading of Dirt Roads
  - a. This price quote should include a water truck, roller and labor needed to operate the equipment
  
2. Bid No. 2
  - a. Item #6 Road Failure repair at a 5 SQ Yard price quote is a thickness of 3”.
  - b. Item #6 Intersection return repair should be a separate line Item. Please bid it on a separate line making it line item number 9 at the bottom of the page.
  - c. On page number 5 Scope of work description for bid number 2 paragraph number 5 please delete in entirety.
  
3. Bid No. 3 – The Maximum Haul distance of the material would be approximately 8 Miles.
  
4. Bid No. 4 - The description should state that we want a per LF cost with a 20 foot minimum on all pipe installation.



**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**  
**December 11, 2012- 2:00 pm Town Council Meeting Chambers**

**Agenda Item # 5.4 Aqua Fria Festival Committee Park Equipment Donations**

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

**Date submitted: December 6, 2012**

**Summary:**

Aqua Fria Festival Committee Chair, Mike Nathe advised that the Committee would like to donate a few park equipment items to the Town to be used at the newly dedicated Butte St. Park.

The items are: a used but renovated gazebo, two pieces of artificial lawn, a small sun shade, some playground equipment such as swing, slide and see saw. Aqua Fria Festival Committee will deliver and help to install them.

The Committee would like to know whether the Town Council would be interested in accepting the donation so that the Committee can budget for the items that need purchase in the new fiscal year which coincides with the calendar year.

Staff is planning to add a "bridge" pathway over the ditch in the middle of the park. I understand that OSAT Chair was planning to have volunteers construct a horseshoe pit in the park. Considering those planned additions, I spoke to Ed about the donation offer and we thought the park could use a few more items to make it more enjoyable. However, we felt that the park would reach its capacity for equipment after the addition and the donation.

If the Town Council decides to conceptually accept the donation by Aqua Fria Festival Committee, staff would work with the Committee to work out the placement and installation details.