

**SPECIAL STUDY SESSION MEETING NOTICE
TOWN COUNCIL OF DEWEY-HUMBOLDT
Tuesday, November 13, 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, Denise Rogers, Nancy Wright; Vice Mayor Dennis Repan; and Mayor Terry Nolan.

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

3.1. Audit Report. Report by Deni Thompson, Accountant.

3.2. Intent to Bid: On Call Maintenance Services. Discussion and possible direction.

4. Special Session. Legal Action can be taken.

4.1. Council Member Travel Policy. Discussion and possible action.

4.2. IT Network Server Purchase. Discussion and possible action.

4.3. Request cancellation of November 20th Council meeting for holiday travel. [CAARF Mayor Nolan] Discussion and possible action.

4.4. Discussion of the Invocation at the beginning of Council meetings. [CAARF VM Repan] Discussion and possible action.

4.5. Discussion on setting procedure for selection council person to fill current vacant council position. [CAARF VM Repan] Discussion and possible action.

4.6. Discussion and possible direction to Staff and Magistrate to write an ordinance regarding barking dogs (or other pets), enforcement of code, and violation penalties. [CAARF CM Wright] Discussion and possible action.

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

6. Adjourn.

For Your Information:

Next Town Council Meeting: Tuesday, November 20, 2012, at 6:30 p.m.

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

Next Town Council Work Session: Tuesday, December 11, 2012, at 2:00 p.m.

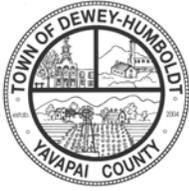
If you would like to receive Town Council agendas via email, please sign up at AgendaList@dhaz.gov and type Subscribe in the subject line, or call 928-632-7362 and speak with Judy Morgan, Town Clerk.

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.



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

TOWN COUNCIL WORK SESSION MEETING
November 13, 2012– 2:00 pm Town Council Meeting Chambers
Agenda Item # 3.2 Intent to Bid: On Call Maintenance Services

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

Date submitted: November 7, 2012

Summary:

Attached is a proposed on-call maintenance service bid document.

This contract (when authorized) will allow the town to bid out some maintenance work to private contractors when the Town staff is not able to provide such services.

It is my understanding that the Town currently utilizes an on-call maintenance company. The original contract is in need of renewal. Staff, including the town attorney, prepared the attached document. With your consent, we will advertise it immediately and hope for you to award contract(s) in December in time for dirt road grading, ditch cleaning and other road work.

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**

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

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
	Grade Dirt Roads				
1	Mobilization	1	LS		
2	Grade Dirt Roads up to 13 Miles / grading	1	Mile		
	TOTAL				

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
	Culvert cleaning, pot-hole repair, road failure repair, intersection return failure remove debris from low water crossings				
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		
	TOTAL				

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
	Apply Town Supplied Road Maintenance Materials				
1	Mobilization	1	LS		
2	Load, Haul, spread and compact road maintenance materials, such as millings or equivalent material	100	Tons		
	TOTAL				

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
	Installation of Drainage culverts and Associated Appurtenances				
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		
	TOTAL				

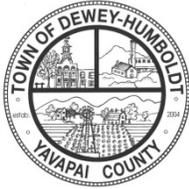
The bid is based upon the lump sum prices, allowances, unit prices and estimated quantities. If there is an error in the Bid or computed total by the Bidder, it shall be changed and the unit prices and lump sum amounts shall govern.

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 Ed Hanks, 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. 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:

Judy Morgan
Town Clerk
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 A

TOWN MAP

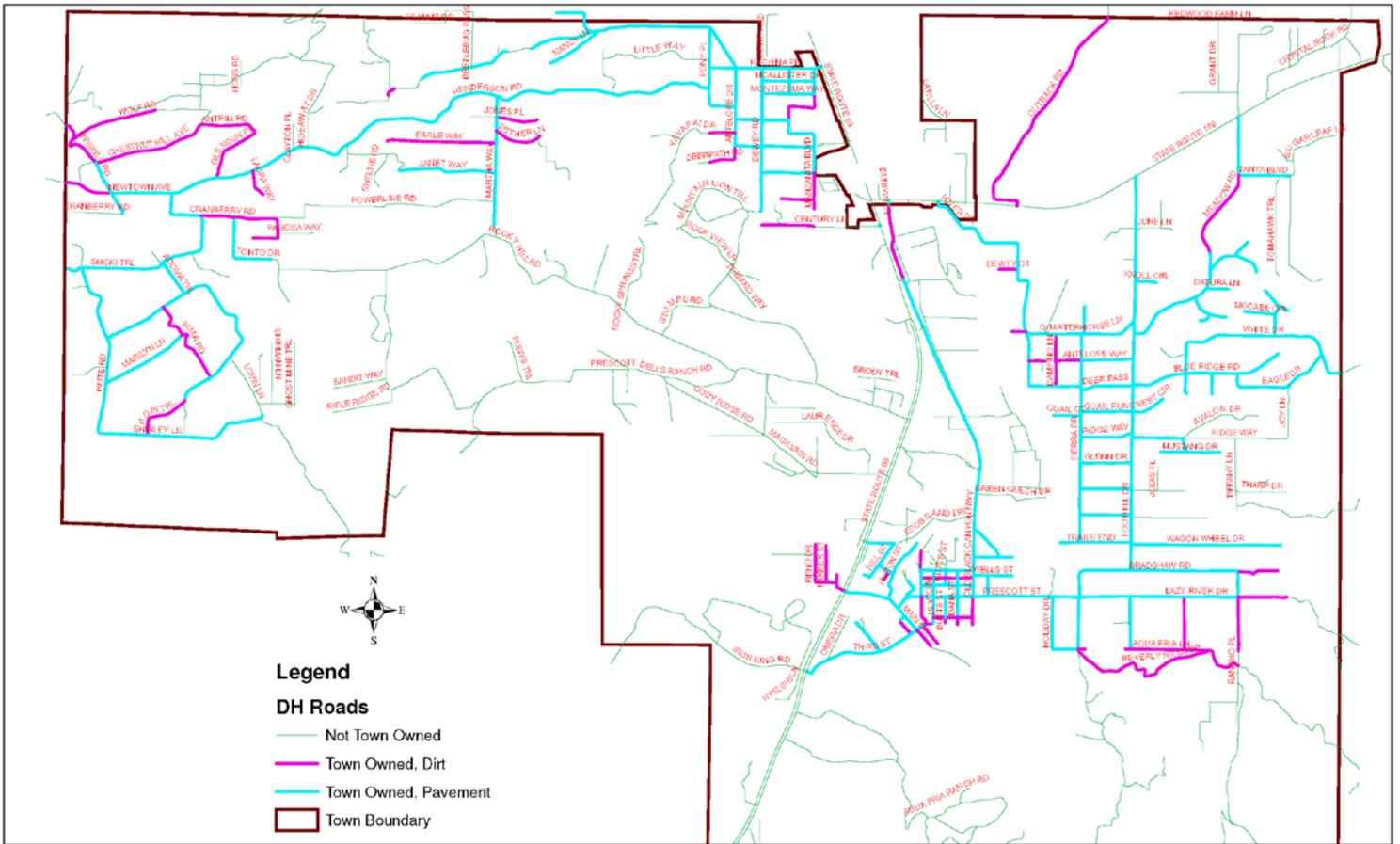


EXHIBIT B

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 COUNCIL WORK SESSION MEETING
November 13, 2012- 2:00 pm Town Council Meeting Chambers
Agenda Item # 4.1 Council member travel policy

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

Date submitted: November 7, 2012

Summary:

At a June's budget session, the Town Council decided to prepare a policy addressing council members' travel needs. The policy has been prepared. Please review and comment.

1. **Purpose:** To establish guidelines for Mayor and the Council and all public bodies' training and travel at Town's expense.

2. **Scope:** This policy applies to all public bodies of the Town. In this Policy, "public bodies" shall mean the Town Council and all boards, commissions and committees of the Town. It does not include Town Staff.

3. **Background:**
 - 3.1. Town Council has determined that it is in the Town's best interests to create policy to reimburse training and travel expenses of the Mayor and Councilmembers in conducting official business of and for the benefit of the Town.

 - 3.2. Pursuant to Town Code Sections 32.15 and 32.16, the Town Council is authorized to establish written policies outlining and defining town matters within the powers and duties granted to the town council under state law and ordinances.

4. **Public Body Travel Policy:**
 - 4.1. Authorized travel, lodging and other reasonable expenses incurred as a result of members of the Public Bodies attending out-of-town trainings or meetings that are town business related may be paid for or reimbursed by the Town pursuant to Administrative Regulation No. 10-04 (attached).

 - 4.2. "Authorized travel expenses" are expenses incurred as a result of a member's attending trainings or meetings that are made upon the Town Council's request or designation, or that are consistent with the member's official duties at the Town Council's discretion. In any case, the attendance at the training would benefit the Town.

 - 4.3. Public body members who use Town funds to attend trainings or meetings will provide a written summary of the training or meeting within 30 days following the event. All materials and publications related to the training shall become the property of the Town.

TERRY NOLAN, MAYOR _____

ATTEST:

JUDY MORGAN, TOWN CLERK _____

Notes: _____

Attachment:

Administration Regulation 10-04 - Travel Expenditures Policy and Procedures and associated forms
(adopted in June 2010)

1. **SCOPE.** This policy applies to all Town staff, Council, Committee, Commission and Board Members.
2. **PURPOSE.** To facilitate travel payment requests, reimbursements, reconciliations, and vendor payments, while meeting Internal Revenue Service (IRS) requirements. To provide clear and consistent guidelines for purchasing card payments, and reimbursement of business-related expenses incurred by a Town of Dewey-Humboldt traveler while traveling to engage in Town business.
 - 2.1. This policy ensures that Town employees and officials follow appropriate procedures when arranging for travel, lodging, and other reasonable expenses incurred as a result of traveling to conduct authorized Town business. This policy is also to ensure that payments made by the Town are for actual and necessary expenses incurred for Town business.
 - 2.2. The guidelines outlined within this policy are considered reasonable, and all Town of Dewey-Humboldt travelers (employees, contract staff, Town Council, Committee, Commission and Board Members) are expected to manage their travel expenditures according to this policy.
3. **TRAVEL EXPENDITURE POLICY.** Travel expenses are not only one of the most scrutinized expenses (public and private) that the Town of Dewey-Humboldt pays, but the IRS also heavily regulates them. The IRS allows that payments for business and training travel may be made without being taxed to the employee as long as the company maintains an "accountable plan." To be considered an "accountable plan," a business-expense reimbursement arrangement must meet three conditions:
 - 3.1. **BUSINESS CONNECTION** - Payments made under the plan must be for work-related expenses.
 - 3.2. **SUBSTANTIATION** – Travelers must substantiate, within a reasonable period of time, the amount, time, use, and business purpose of the allowance or expense payment.
 - 3.3. **RETURN OF EXCESS PAYMENTS** – Travelers must be required to return, within a reasonable period of time, any amounts that exceed their substantiated expenses.

These guidelines must be followed in order to retain the Town's "accountable plan" status with the IRS. Any allowances (lodging, ground transportation, etc.) advanced for a traveler must be supported by a Post Travel Reconciliation within 21 working days after return date of travel or the Town may initiate the process of converting all allowances provided into taxable compensation to the traveler.

- 3.4. All Town travel reconciliations will be routinely audited to ensure they follow proper Town of Dewey-Humboldt guidelines and IRS regulations (***not to mention they are subject to regular press inquiry***). Travel expenses submitted without receipts may not be reimbursed as an allowable business expense under an accountable plan (per IRS guidelines).
- 3.5. THE ADVANCE TRAINING/TRAVEL REQUEST (**ATR**) AND POST TRAVEL RECONCILIATION (**PTR**) Form is required for all Town travel - regardless of whether costs are paid by purchasing card. The purchasing card purchases are to be listed on the Travel form as Town pre-paid items.
- 3.6. BUSINESS TRAINING AND CONFERENCES EXPENSES are budgeted in account code 6020 "Training and Travel." **Overnight** Training/Business Travel Expenses is defined as all travel-related expenses when traveler cannot travel to, conduct Town business and return travel within a full work day, e.g., 10 hours maximum. Travel and business that requires less time than this does not justify overnight stay and added travel expenditures for room, meals and transportation, unless the Town Manager specifically authorizes an exception. Registration and/or mileage expenses for "Same Day Training/Business Expenses" should also be charged to account 6020.
- 3.7. **PURCHASING CARD.** The Town Purchasing Card can be used to pay for airline tickets, registration fees for conferences and seminars, hotel lodging charges, restaurant meals, rental car, taxi or shuttle. The Town Purchasing Card cannot be used to pay for alcohol, tobacco, prohibited goods and services or

non-Town employee expense (i.e. airfare, hotels, etc.). See AR 09-03 Credit Card Procedures for additional reference.

3.8. The **ATR** Form is required for all Town travel - regardless of whether costs are paid by purchasing card. The purchasing card purchases are to be listed on the Travel form as Town pre-paid items.

3.9. **INSURANCE.** To reduce the risk of injury, all travelers are to wear seat restraints at all times when riding in ground transportation. If a traveler is involved in an accident while traveling on Town business, first seek medical attention if so required. If possible, gather information about the incident such as names of persons involved and/or the police officer that was at the scene, and all that. Report the information to the Town Manager and your immediate supervisor at the earliest possible time.

3.9.1. If a traveler is involved in an accident while driving his/her personal auto on authorized Town business, the traveler should first contact his/her insurance agent to report the accident. Then contact the Town Manager (or Designee) with details regarding the incident.

3.9.2. Non-Town employees (guests) are not permitted to use/drive a Town rented vehicle. However, allowing guests to accompany a Town employee/contract staff in a rental or personal vehicle is permissible so long as the guests are part of the normal course of Town business.

3.10. **NON-REIMBURSABLE EXPENSES** include:

3.10.1. Trip or personal accident insurance policies.

3.10.2. Personal automobile insurance or maintenance.

3.10.3. Damage to a traveler's personal vehicle that was used while on Town business.

3.10.4. Personal medical expenses (should be submitted under traveler's own medical insurance).

3.10.5. Theft, loss, or damage to personal luggage or property (should be submitted under the traveler's own insurance coverage).

3.11. CONFERENCE/SEMINAR REGISTRATION FEES. The cost of registration shall be included on the **ATR** Form. If indicated on the form, Accounts Payable will send a Town check for registration fees directly to the sponsoring agency. Include a copy of the conference/registration form, and supporting documentation indicating the purpose/business nature of the trip (e.g., travel brochures, bulletins, etc.) with the Travel Request form.

Note: the registration cost must be included on the ATR Form, even if paid by purchasing card, so that the total cost of the trip can be determined.

3.12. AIR TRAVEL. Air coach transportation will be limited to an economy class commercial air carrier for out-of-state travel. All airfare bookings will be arranged by Finance after review of at least three comparable price quotes to substantiate that the traveler obtained the most cost-effective rate to the Town that meets their business travel needs. In some cases, the lower airfare may require the traveler to endure a connecting flight or slightly longer layover between flights. When the lowest fare requires multiple connections or very lengthy layovers, it may make business sense to select an alternate to the lowest fare. The decision for selecting the most appropriate and cost-effective option shall be made with input from Finance, traveler, and management.

3.12.1. The price quotes may be obtained through web-based travel services or directly from the travel providers (for example: Orbitz, Travelocity, Expedia, etc. and Southwest Airlines). Criteria for flight selection should be based on the lowest available commercial airfare, taking into consideration cost, expediency, and the carrier. All three price comparisons must be attached to the **ATR** Form when submitted to Finance. Note: If the travel destination is one of Southwest Airlines' posted destinations, one of the required three quotes must be from Southwest Airlines. If the traveler declines the lowest available fare, additional justification may be requested by Finance to support the alternate choice and will be attached to the **ATR** Form.

3.12.2. Travelers are expected to have their trips authorized early so that airfare arrangements can be made at least 21 days prior to travel to take advantage of less expensive flight options. Waiting until the last minute becomes extremely costly to the Town. Airfare arrangements made less than

21 days in advance shall be have documentation explaining as to the business necessity for last minute travel arrangements that will be attached to the **ATR** Form.

3.12.3. When a traveler makes personal stops enroute to a business destination, the traveler will only charge the Town up to the cost of a round trip coach ticket from Phoenix to the business destination. Travelers shall obtain documentation supporting the cost of the round trip coach ticket from Phoenix to the business destination point at the time the ticket, including personal stops enroute is purchased. The documentation supporting the amount that is reimbursable to the traveler shall be submitted as part of the travel reconciliation. All additional non-business cost must be paid by the traveler.

3.12.4. Use of other modes of transportation (bus, rail, rental car, Town vehicle, and personal vehicle) may be required based on circumstances of travel that render air transportation uneconomical or impractical. It is recommended that the number of Council Members and/or Town management staff traveling on the same flight be limited to three, in the event of a serious accident.

Note: The cost of the airline tickets must be included on the ATR form, even though they are paid by purchasing card, so that the total cost of the trip can be determined.

3.13. LODGING. When possible, in most instances, traveler shall stay in the hotel where the event is taking place. This will reduce the need for a rental car, daily parking expense for the rental car, or other ground transportation expense. All hotel arrangements shall be made by Finance. There may be instances where the room rate offered by the conference is lower than what can be obtained on the Internet or through need for additional ground transportation expense for an offsite hotel. Travelers should always inquire about government room discount rates and the event's discount rate.

3.13.1. Hotels usually request a credit card number to reserve the first night's stay and one night's charge may be required. During the reservation process, Finance will request a Credit Card Authorization Form (CCA) from the hotel. It is important to note that the CCA form be faxed to the hotel with a direct call to confirm receipt 1 week in advance of arrival. Any time sooner runs the risk of the form being "misplaced" by the hotel staff. Valid charges are to be specified on the CCA form and they include lodging, tax, parking, internet connection and local calls *only*. Movies, room service and personal items are not to be approved under any circumstances.

3.13.2. The "paid" lodging receipts must accompany the **ATR** Form whether the receipt amount matches the requested amount or not. Any meal or room service charges on the hotel bill, not paid directly by the traveler, shall be denied. **Note: The cost of the hotel must still be included on the ATR Form, even if paid by purchasing card, so that the total cost of the trip can be determined.**

3.14. MEALS & INCIDENTALS. Itemized receipts can be submitted for all reasonable meals and incidentals incurred while traveling (no alcohol, tobacco, reading material, personal items, etc.). Receipts for laundry will only be reimbursed if the trip required the traveler to stay overnight for more than 4 consecutive days. All expenses must be actual and clearly substantiated prior to reimbursement. Documented evidence, e.g., a itemized receipt, is required before reimbursement will be made.

3.14.1. Meal and incidental expense reimbursement is only allowed when it is necessary to stay overnight to conduct Town business. Travelers attending half-day or one-day training or conferences at which the traveler expects to return to work within a normal workday, (e.g., 10 hours) will not be reimbursed or advanced.

Note: the cost of the meals and incidentals must still be included on the ATR Form, even if paid by purchasing card, so that the total cost of the trip can be determined.

3.15. GROUND TRANSPORTATION. It is the traveler's responsibility to use the most economical means available for ground transportation and parking in order to maintain control over their departmental travel budget. In most cases, it is more reasonable to take a taxi, public transportation, or hotel transportation instead of renting a car.

- 3.15.1. Mileage from the traveler's normal place of work to the airport is considered an appropriate ground transportation charge. The mileage must be noted on the **ATR** Form and will be reimbursed at the standard mileage rate. Mileage from home to airport is not reimbursed.
- 3.15.2. When air, bus, or rail transportation is used, expenses for local transportation, such as taxicab and bus fare, will be allowed whenever such transportation is necessary to conduct Town business. Travelers should check ahead to see if a shuttle service is available for airport pick-up to conference or seminar locations. It is the traveler's responsibility to use the most economical means available for transportation and parking in order to maintain control over their departmental travel budget. Typical Shuttle service to Sky Harbor Airport currently charges \$34 one way and \$56 round trip per person with multiple pick-up and drop-off locations. Transportation and parking at Sky Harbor should not ordinarily exceed the cost of using the shuttle service.
- 3.15.3. To reduce the risk of injury, all travelers are to wear seat belt restraints at all times, when riding in ground transportation. If a traveler is involved in an accident while traveling on Town business, first seek medical attention if so required. If possible, gather information about the incident (e.g., names of persons involved and/or the police officer that was at the scene, etc.) as possible. Report the information to the Town Manager and your immediate supervisor at the earliest possible time.
- 3.16. PERSONAL AUTO USAGE. Travelers will be reimbursed for authorized use of their personal vehicle for Town business. The mileage reimbursement rate per mile will be updated periodically in accordance with the approved IRS guidelines www.irs.gov. The origination and destination addresses of the trip and the number of miles must be indicated on the **ATR** Form.
- 3.16.1. Though a personal vehicle may be used in lieu of air travel, mileage reimbursement shall not exceed the cost of refundable round trip air transportation (economy class) for a reservation made at least 21 days in advance of the trip. Miles traveled must be included in the *Estimated Travel Costs* portion of the **ATR** Form when the rate times the number of miles driven is being reimbursed. If airfare is the lesser, state that fact and request the amount of the airfare. Include a copy of an airfare quote (at least 21 days in advance) to substantiate the dollars requested.
- 3.16.2. Mileage will be reimbursed only for the miles in excess of the traveler's normal commute to Town offices, e.g., IRS regulations provide for reimbursement from work site to work site not including miles from home to work. Tolls and parking fees are considered reimbursable if incurred while driving for Town business (excluding to and from work).
- 3.16.3. If a traveler is involved in an accident while driving his/her personal auto on authorized Town travel, the employee's insurance coverage shall be deemed primary. The employee must first contact his or her own insurance agent to report the accident. Then contact the Town Manager with details regarding the incident.
- 3.17. RENTAL CARS. Travelers shall inquire about all ground transportation and use the most economical in figuring comparative costs. For example: the costs for shuttles, buses or taxis, are almost always less than rental cars. Information should be obtained about available ground transportation and costs from the organizations sponsoring the conference or training. It is expected that the traveler will take steps to ensure the Town gets the best possible rate. Travelers shall maintain documentation supporting the need for a rental car and that the chosen car rental was procured using the best possible rate to the Town. Travelers should base the quote on a standard or economy car model and obtain the following information in order to accurately estimate the total rental car cost. Travelers must ask about these items, otherwise, it is likely that the traveler will be given the base rental rate only which will not give a true estimate of costs.
- 3.17.1. The base 24-hour rental rate.
- 3.17.2. Availability of grace periods (many agencies will allow up to 59 minutes grace, or no charge for use beyond the 24-hour period).
- 3.17.3. Hourly pro rata cost beyond the 24-hour period.
- 3.17.4. Mileage costs, if any.
- 3.17.5. Applicable tax.

- 3.17.6. Any special or discount rates available.
- 3.17.7. The Town maintains the appropriate domestic car insurance coverage for its traveling employees. Therefore, you should decline all insurance when entering into a car rental agreement for business use in the US or Canada.
- 3.17.8. Travelers should fill up the gas before returning the car to avoid the high gasoline service charge assessed by the rental company. In some instances, the rental car agency offers their gas at a discounted price that is obviously lower than the market price. Traveler discretion is advised in all cases and the rental car receipt should be documented accordingly.

Note: the cost of the chosen transportation method must be included on the ATR Form, even if paid by purchasing card, so that the total cost of the trip can be determined.

- 3.18. TELEPHONE CALLS. During travel, all business-related telephone calls will be reimbursed. Documented evidence, e.g., a itemized statement, is required before reimbursement will be made.
- 3.19. NETWORK LAPTOP COMPUTER USAGE. Hotel charges for telephone lines to accommodate computer network usage can be very expensive and use should be limited to carrying out Town business which is absolutely necessary while traveling. Note: Travelers must take extra care to safeguard computer equipment and data when traveling.
- 3.20. TIPS. Reasonable and customary tips are reimbursable when incurred in the conduct of Town business. Tips are to be written in on the bottom of the receipt (i.e. hotel, taxi, restaurant, etc.) thereby becoming a part of the total of the particular expense category. The following are suggested guidelines for the most common tip occurrences:
 - 3.20.1. Restaurant tips should be 15%-20% depending on level of service.
 - 3.20.2. Tips for handling luggage should not exceed \$1 per piece of luggage.
 - 3.20.3. Room service tips are usually included in the bill.
 - 3.20.4. Taxi/shuttle driver tips should be 10%-15%. These tips are included as a ground transportation expense and can be reimbursed upon return as necessary.

Note: Local customs and circumstances should determine actual expenditure. For example, when traveling outside of the U.S. tips are typically included in the restaurant bill.

- 3.21. LAUNDRY SERVICE. Laundry and valet costs are reimbursable only if the duration of the trip is (a) longer than 4 consecutive days (does not include personal travel days), or (b) the traveler is unexpectedly required to extend a trip beyond its intended duration. When the above criteria are met, laundry expenses shall not exceed a reasonable amount.
- 3.22. GARAGE AND PARKING FEES. It is the traveler's responsibility to use the most economical means available for transportation and parking in order to maintain control over their departmental travel budget. Travelers should also consider the airports less expensive long-term parking for a trip that will last more than one day. Typical Shuttle service to Sky Harbor Airport currently charges \$34 one way and \$56 round trip per person with multiple pick-up and drop-off locations. Transportation and parking at Sky Harbor should not ordinarily exceed the cost of using the shuttle service. Check the per-day parking rate at the chosen hotel. These rates can be quite expensive and possibly above and beyond other ground transportation services that can be utilized each day.

Note: The cost of garage and parking fees must be included on the ATR Form, even if paid by purchasing card, so that the total cost of the trip can be determined.

- 3.23. PERSONAL TRAVEL. Travelers may arrange for an extra night stay over and/or a personal stop en route to a business destination, provided they reconcile and pay all additional expenses. All guest expenses are non-reimbursable and should not be included on any Town travel form.
- 3.24. POSTAGE. As needed for Town business.
- 3.25. MEALS PROVIDED FOR BUSINESS MEETINGS. In the course of Town of Dewey-Humboldt business, Upper Level Management travelers may be required to host affiliates or others for lunch, dinner, etc. Such occasions should not be extravagant or unreasonable and must meet a definite

business purpose. A fully itemized receipt that documents the expense including the date, name and location of the meeting, and the name and company of those who attended the business function must support the occasion, as well as the Town of Dewey-Humboldt business need for the expense. All business meals incurred while hosting appropriate business affiliates are fully reimbursable as long as the cost is within reason. However, the purchase of alcoholic beverages will not be reimbursed and should not be included on the reconciliation form. Also see purchasing card section regarding use for meal expenses.

3.26. MISCELLANEOUS. Any other Town business related expense should be documented and may be reimbursed pending approval by the Town Manager and Finance as long as the expense is reasonable and complies with the Town's travel policy.

3.27. NON-REIMBURSABLE EXPENDITURES. The Town reserves the right to refuse to reimburse a traveler for (a) a charge that is not in accordance with the policy set forth herein; (b) a portion of the charge that exceeds the limit set forth in the policy; (c) any charges that are incurred that are not necessary for the conduct of the Town's business; and, (d) charges that are not substantiated by proper documentation and a **fully itemized receipt**. All expenses must be actual and clearly substantiated prior to reimbursement.

Note: There are certain common expenses that the Town believes are not necessary in the performance of the Town's business. A list of non-reimbursable items is below. This is not meant to be an all inclusive list:

- 3.27.1. Personal travel - Any personal expenses and all expenses related to inclusion of a guest while traveling during the trip. Non-business/personal air travel, auto rental, and hotel arrangements cannot be charged to your Town purchasing card. These expenses must be billed on a personal credit card or paid with personal funds and kept separate from Town travel.
- 3.27.2. Unauthorized attendance at conventions, meetings, or conferences.
- 3.27.3. Personal reading material including subscriptions for periodicals or magazines.
- 3.27.4. Fines or penalties for parking or traffic violations.
- 3.27.5. Hotel late charges for failure to notify and/or cancel reservations.
- 3.27.6. "Incidental Expenses" for tips and gratuities for baggage, maid, meals, etc., should be included as part of the post travel reconciliation along with lodging and ground transportation receipts. No additional allowance will be made for tips or gratuities.
- 3.27.7. Personal phone calls that exceed limitations as specified in this AR.
- 3.27.8. Personal entertainment (including hotel room movies and health club).
- 3.27.9. Alcohol.
- 3.27.10. Tobacco.
- 3.27.11. Cost of travelers checks.
- 3.27.12. Incidentals (barber, manicurist, or shoeshine, etc.)
- 3.27.13. Purchase of luggage, briefcases, etc.
- 3.27.14. Trip insurance policies.
- 3.27.15. Personal automobile insurance or maintenance.
- 3.27.16. Damage to a traveler's personal vehicle that was used on Town business.
- 3.27.17. Medical expenses (should be submitted under traveler's medical insurance).
- 3.27.18. Theft, loss, or damage to personal luggage or property (should be submitted under the appropriate insurance).
- 3.27.19. Gifts, cards or donations.
- 3.27.20. Any expenses incurred by the traveler's family or guests.

- 3.27.21. Any expenses deemed to be excessive and/or not justified for Town business per the traveler's manager.
- 3.27.22. When Town employees are paid by outside companies to attend or speak while on Town-paid travel, those proceeds (compensation) received must be deducted from the travel expense amount paid by the Town or that the Town is requested to pay.
- 3.27.23. Town travelers may stay with a friend or relative while traveling; however, the Town will not reimburse for any payment to the friend or relative for lodging, meals, or transportation.
- 3.27.24. Expenses incurred as part of election campaign activities shall not be reimbursed.

Note: If it is later determined that expenses covered by prepayment to a sponsoring or service providing organization or by advance payment or reimbursement to a Town traveler do not comply with this policy, the value must be refunded by the benefiting Town employee.

3.28. RESPONSIBILITIES. All Town travelers must obtain an approved Training & Travel Request and Reconciliation Form prior to any travel arrangements. The Town Manager may sign his/her own Training & Travel Request and Reconciliation Form. All other travel request forms must be approved by the Town Manager and Finance.

3.28.1. Each Department Head is also responsible for ensuring travel requests submitted by their subordinates is consistent with Town policy and has met all the advance requirements of the regulation. Before the Employee request for training and/or travel has been approved, the traveler must prepare a **ATR** Form. Responsibility for review and pre-approval of the **ATR** Form is delegated to Directors and Managers within each department. It continues to be the primary responsibility of the Directors and Managers within each department to ensure validity of travel, and that all expenses are properly documented and correctly incurred within the guidelines of the Town travel expense policy. Management is also responsible for providing/communicating the Town's travel guidelines to all Town travelers.

3.28.2. An **ATR** Form for all staff must include the approval, review and signature of the Town Manager and Finance.

3.29. PROGRAM/PROCESS CONTROLS. Internal management controls and oversight include:

3.29.1. Requires advanced travel estimates and pre-approval from upper level management prior to travel arrangements. This approval must be obtained whether the trip is paid by Town funds or the meeting/conferences hosts or sponsors pay for the trip.

3.29.2. Requires approval of two levels of management above the traveler on the **ATR** Form. An approved form is required whether the trip is paid by Town funds or whether the meeting/conferences hosts or sponsors pay for the trip.

3.29.3. Requires timely submittal of travel reconciliation.

4. TRAVEL PROCEDURES:

4.1. TRAVELER.

4.1.1. Download and prepare an **ATR** Form, attach support for travel estimates, (e.g. Conference Brochure, registration form, maps, quotes.) The **ATR** Form must be submitted to Finance **no less than six weeks before the travel date, if airfare is involved** otherwise, three weeks.

4.1.2. Use estimates and other expense information (e.g. shuttle, mileage, meals estimates) to complete the **ATR** Form. Copies may be obtained on the Town S-drive in the Forms folder.

4.1.3. Obtain airfare price comparisons using Orbitz, Travelocity, or Expedia and Southwest Airlines or three separate airlines (with Southwest Airlines as one of the airlines) to secure the best possible cost to the Town (i.e., airfare, shuttles, etc.), see §3.11.

4.1.4. Once the Employee request **ATR** Form has been approved, travel arrangements shall be made (hotel, airfare, etc.) by Finance. Travel expenses, such as conference registration or hotel accommodations, can be paid directly to the vendor by Town check or purchasing card. Airfare accommodations can be paid directly by Town purchasing card. Be sure to include any expenses

that have been pre-paid by purchasing card on the form. The traveler cannot sign his/her own travel request unless specifically authorized by §3.25 of this policy. The traveler's supervisor or manager who has signature authority for the charge center must sign the request.

4.1.5. While traveling, it is the traveler's responsibility to obtain **itemized** receipts for **all** expenses incurred. Collect all receipts for lodging, cab fare, shuttle fare, business calls etc., and turn them in with your post travel reconciliation.

4.1.6. Upon return from the trip, the Post Travel Reconciliation (**PTR**) portion of the travel form must be completed, approved (signed by supervisor/manager) and submitted within 21 working days after return date of travel. All receipts must be included as required, including receipts when purchasing card was used to arrange the training/travel (Finance). No expenses will be reimbursed without an itemized receipt.

Important Note: If the Post Travel Reconciliation is not completed and submitted to Finance within the 21-day period or if receipts are not included, lodging and any ground transportation expenses may be denied and/or considered taxable wages and added to the traveler's payroll records.

4.1.7. Have the post travel reconciliation reviewed and approved by authorized management.

4.2. UPPER LEVEL MANAGEMENT/DEPARTMENT HEAD.

4.2.1. Review the form as it relates to the employee's training plan. Confirm that the proposed training meets the requirements for the position. Affirm that the training event is listed in the current budget, that the estimated amount is available in the employee's training budget and that the funds are available.

4.2.2. Review and verify the Request for Training and/or Travel Form for completeness per requirements in all sections.

4.2.3. Confirm that coverage for the employee absence will be possible.

4.2.4. Initial the form to indicate that you approve the training and have verified coverage for the dates and times proposed; forward to Finance.

4.2.5. Once the traveler returns, require the traveler to complete and submit the Post Travel Reconciliation portion of the travel form within the next few weeks after travel (the form must be in Finance no later than 21 working days after return date of travel) for your approval. Review all after trip expenses and ensure that all Town policies have been followed and that the appropriate documentation is enclosed. Approve the travel and expenses by signing in the post travel section and ensure that it reaches Finance within the time period allowed.

Important Note: If the Post Travel Reconciliation is not completed and submitted to Finance within the 21-day period or if receipts are not included, lodging and any ground transportation expenses may be considered taxable wages and added to the traveler's payroll records.

4.3. TOWN MANAGER AND FINANCE (SIGNATURE AUTHORITY).

4.3.1. Finance: Administer the Town travel process.

4.3.1.1. Confirm the data on the form and supporting documents.

4.3.1.2. Receive the Travel and Training Requests and the Post Travel Reconciliations. Ensure that all documentation is included and that Town policies have been followed. Checks will be printed per policy guidelines.

4.3.1.3. Verify the training event is listed in the employee's training plan.

4.3.1.4. Verify the training event is listed in the current budget, that the estimated amount is available in the employee's training budget and that the funds are available.

4.3.1.5. If all of the requirements are met, sign the form and forward to Town Manager for final approval.

4.3.1.6. Log the training event in the training and travel spreadsheet.

- 4.3.1.7. Review the training and travel spreadsheet and contact any traveler that has not returned their post travel reconciliation within the specified timeframe.
- 4.3.1.8. If any of the requirements are not met; indicate the missing information and/or discrepancy and return the form to the employee's supervisor/manager.
- 4.3.1.9. Upon receipt of post travel reconciliation; review the details, expenditures figures and verify receipt(s) details. If the reconciliation is complete sign off and forward to Town management for a second signature.
- 4.3.1.10. If any of the post travel requirements are not met; indicate the missing information and/or discrepancy and return the form to the employee's supervisor/manager.
- 4.3.1.11. Upon receipt of Town Manager's approval process the reimbursement request with the next accounts payable check run.

4.3.2. Town Manager; Review and approve or deny.

5. DEFINITIONS/GLOSSARY.

Accountable plan: A business-expense reimbursement which meets certain conditions set by the Internal Revenue Service.

Advanced Training/Travel Request (ATR) and Post Travel Reconciliation (PTR) Form: The ATR portion of this form is submitted to Finance, along with required documentation, at least six weeks prior to overnight travel. The ATR is utilized to approve the travel and to request payment of travel expenses. The PTR portion of this form is submitted to Accounts Payable, along with required documentation, within 21 working days after return date of travel. The PTR is utilized to approve all final travel expenses and reconcile all advance payments and totals.

Employee Request for Training and/or Travel Form: Form used to justify the need to attend conference and training that requires overnight travel by Town staff. Must include all associated costs and justifications. The form is required to be approved prior to making any travel arrangements.

Ground Transportation: Local forms of transportation (i.e., taxi, shuttle, bus, subway, etc.)

Incidental expenses: Includes, but is not limited to, expenses for laundry, maid service, baggage handling or other fees and tips for services. Incidentals do not include taxi fares or the cost of telephone calls, which should be included in ground transportation or lodging expenses.

Itemized receipt: A detailed receipt received for goods and services, which specifically lists each individual charge and exactly what was purchased, total of all charges, method of payment, and remaining balance (if any).

Travel: A trip to conduct official Town business, which cannot be completed within a full workday and usually requires an overnight stay.

Upper Level Management: Town Manager, Finance Director, Charter Officials, Elected Officials, Department Head or Administrator.

6. FORMS.

Advance Travel Request (ATR) and Post Travel Reconciliation (PTR); This combination form must be completed for all Town travel (account #6020). The completed ATR/PTR form signifies that travel is required to conduct Town business and all travel pre-pays/advances and post-trip reconciliations and reimbursements have been properly reviewed and authorized as required by IRS guidelines for an Accountable Travel Plan. This form is the only form that will be accepted by Finance – all other forms will be returned to the requester.

The post travel reimbursement reconciliation (PTR part of the form) is submitted to Finance within 21 working days after return date of travel and must also be signed as stated above. The traveler may not sign approval for him/herself nor may a subordinate sign for approval.

All expenses relating to the travel must be recorded on the PTR form, whether Town check, personal check, Town purchasing card or cash paid the expenses. All reimbursements must be requested through this form. No travel reimbursements may be made through the Town's Petty Cash. The PTR form must be submitted after return from traveling regardless of whether or not any funds are due the traveler or the Town.

There can be no more than one traveler listed per form. Submit separate forms for additional travelers.

Expenses that are submitted without receipts may not be reimbursed, per IRS guidelines.

TOWN OF DEWEY-HUMBOLDT, ARIZONA

ADVANCE TRAVEL AND TRAINING REQUEST AND POST TRAVEL RECONCILIATION FORM

ADVANCE TRAINING AND TRAVEL REQUEST (ATR):

NAME: _____ POSITION: _____

PURPOSE OF TRAINING OR CONFERENCE (attach brochure, registration form etc.)

DATE(S) OF EVENT: _____

ESTIMATED TRAVEL COSTS (Mileage will be reimbursed at the current I.R.S. rate. *Include documentation such as Mapquest or Google Maps with start and end address.*

REGISTRATION FEE (no reimbursement for special events - tours, golf etc.). *Attach copy of Brochure.* _____

MEALS
Breakfast____, Lunch____, Dinner_____

LODGING ESTIMATE *Attach copy of Brochure.* _____

TOTAL ESTIMATED COST OF TRAINING AND TRAVEL \$ -

Authorization (Town Manager): _____

Review (Finance): _____

POST TRAVEL RECONCILIATION (PTR)

To be completed upon return.

REGISTRATION FEE: *Attach attendance receipt:* _____

ACTUAL MILEAGE: *Provide documentation and Start/End Addresses* _____

ACTUAL MEALS: *Receipts Required* _____

ACTUAL LODGING: *Receipts Required* _____

TOTAL COST: _____

Less Town pre-paid items: _____

TOTAL REIMBURSEMENT REQUEST: _____

Authorization: _____

Authorization: _____

Date: _____ Check Number: _____

S:\FORMS1\FINANCE\Travel and Training\ATR PTR Fillable.xls



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

TOWN COUNCIL WORK SESSION MEETING
November 13, 2012– 2:00 pm Town Council Meeting Chambers

Agenda Item # 4.2 IT Network Server Purchase

Recommendation: Authorize the purchase

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

Date submitted: November 7, 2012

Summary:

Attached is a quote obtained for a network server. The quote in the amount of \$9048.17 is based on a state contract which includes the cost for the server (\$8015.4), licensing cost, and a five year warranty. Shipping and tax are not included.

The Town has two network servers working dependently for our daily operation. They were purchased in 2009 and 2010 as refurbished equipment. One server's warranty is fast approaching. The Town also needs a back-up server. Therefore, a new server with bigger capacity that can operate independently is recommended. The new server would replace the 2009 server and take the load off the 2010 server so that the 2010 server can be used as a backup.

Also included in the quote was a 36-month leasing option at \$293.07 a month. After consideration staff decided the lease option is not a cost effective option.

The Town's procurement procedure provides "Purchases through cooperative purchasing, state contracts or professional services are exempted from the bid requirements" (section 8.5).

The Town's Principles of Sound Financial Management, April 2011 version, stipulates that "all purchases, including contracts exceeding \$5000 must be executed by the Town Council". The total cost for this purchase is estimated to be \$9960. \$9240 was requested for a replacement server in the currently budget and budgeted. There is sufficient fund available in IT budget account. We recommend Council authorize the purchase.



SHOPPING CART

Today's Date : 10/29/2012 2:26:17 AM

Contract: AZ - STATE OF ARIZONA (WSCA/NASPO) (ADSP010-00000005)

Product availability and product discontinuation are subject to change without notice. The prices in this shopping cart are valid for 30 days from the date above. If you do not wish to place this order electronically, please include this form when submitting your purchase order.

[Show](#) address and comment fields. Use the File - Print option to print this form for your future reference.

Items/description	Part no	Unit price	Qty	Ext price
HP ProLiant DL380p Gen8 Server - CTO	Base	\$8,015.40	1	\$8,015.40
HP ProLiant DL380p Gen8 Server Intel® Xeon® E5-2630L (2.0GHz/6-core/60W)	653200-B21	\$8,015.40		
HP 32GB (4x8GB) Dual Rank x4 PC3-12800R Memory	675092-L21			
HP 32GB (4x8GB) Dual Rank x4 PC3-12800R Memory	690802-32G			
Intel® Xeon® E5-2630L (2.0GHz/6-core/60W)	675092-B21			
HP 32GB (4x8GB) Dual Rank x4 PC3-12800R Memory	690802-32G			
HP Integrated Lights-Out				
Integrated Lights Out 4 (iLO 4) Management				
HP Smart Array Advanced Pack 2.0 No Media including 1yr 24x7 Technical Support, Single Server License	BC377A			
Storage controller				
HP Smart Array P420i/Zero Memory Controller				
HP 450GB 6G SAS 10K rpm SFF (2.5-inch) SC Enterprise 3yr Warranty Hard Drive	652572-B21			
HP 450GB 6G SAS 10K rpm SFF (2.5-inch) SC Enterprise 3yr Warranty Hard Drive	652572-B21			
HP 450GB 6G SAS 10K rpm SFF (2.5-inch) SC Enterprise 3yr Warranty Hard Drive	652572-B21			
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HP 450GB 6G SAS 10K rpm SFF (2.5-inch) SC Enterprise 3yr Warranty Hard Drive	652572-B21			
HP 2GB FBWC for P-Series Smart Array	631681-B21			

HP Slim 12.7mm SATA DVD-RW Optical Drive	652235-B21			
HP Ethernet 1GbE 4-port 331FLR Adapter	684208-B21			
HP 3 Slot PCI-E Riser Kit	653206-B21			
2 HP 460W Common Slot Platinum Plus Hot Plug Power Supplies	656362-2PS			
HP TPM Module Kit	488069-B21			
HP 2U SFF Gen8 Rail Kit	663478-B21			
Warranty				
HP Standard Limited Warranty - 3 Years Parts and on-site Labor, Next Business Day				
HP iLO Advanced 1 Server License with 3yr 24x7 Tech Support and Updates	BD505A	\$342.37 \$342.37	1	\$342.37
HP Care Pack, 5 Years, Next Day, Hardware, ProLiant DL380	UA009E	\$690.40 \$690.40	1	\$690.40

Subtotal: \$9,048.17

Estimated Lease Cost: \$293.07

The terms and conditions of the AZ - STATE OF ARIZONA (WSCA/NASPO) will apply to any order placed as a result of this inquiry, no other terms or conditions shall apply.

To access the HP Public Sector Online Store where this form was created, go to:
<http://gem.compaq.com/gemstore/entry.asp?SiteID=12584>

* The estimated lease cost is the monthly payment amount for a lease commencing on or before 11/28/2012 with a term of 36 months and a fair market value purchase option at the end of the lease term. This and other leasing and financing options are available through Hewlett-Packard Financial Service Company (HPFSC) or one of its affiliates to qualified education and state and local customers in the U.S. and subject to credit approval and execution of standard HPFSC documentation. Fees and other restrictions may apply. This is not a commitment to lease. Rates and payments are subject to change at any time without notice. Leasing and financing options for Federal governmental agencies (subject to a \$50,000 minimum) are available from Hewlett-Packard Company. For more information, call Hewlett-Packard Financial Services Company at 1-888-277-5942 and talk to a financial services representative who specializes in supporting government and education entities.

* HP is not liable for pricing errors. If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently ship an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with return of the product. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

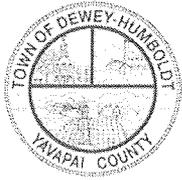
* This quotation may contain open market products which are sold in accordance with HP's Standard Terms and Conditions. HP makes no representation regarding the TAA status for open market products. Third party items that may be included in this quote are covered under the terms of the manufacturer warranty, not the HP warranty.

* Please contact HP Public Sector Sales with any questions or for additional information:

K12 Education:	800-888-3224	Higher Education:	877-480-4433
State Local Govt:	888-202-4682	Federal Govt:	800-727-5472
Fax:	800-825-2329	Returns:	800-888-3224

* For detailed warranty information, please go to www.hp.com/go/specificwarrantyinfo. Sales taxes added where applicable. Freight is FOB Destination.

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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: 10/13/12

Date of Request: 11/5/12

Type of Action: Routine/Consent Regular

Requesting: Action Report Only

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

Request Cancellation of Nov 20th Council Meeting for Holiday Travel

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

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: _____

Type of Presentation: Oral

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

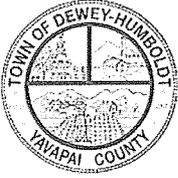
Contact Person: Mayor Terry Nolan

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

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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: November 13, 2012

Date of Request: November 8, 2012

Type of Action: Routine/Consent Regular

Requesting: Action Report Only

Agenda Item Text (a brief description for placement on the agenda; please be exact):
Discussion and possible direction to Staff and Magistrate to write an ordinance regarding barking dogs (or other pets), enforcement of code, and violation penalties.

Purpose and Background Information (Detail of requested action). The Town Code on "barking dogs" is apparently vague and that makes it difficult to enforce. This agenda request is to have the Magistrate address this issue from the enforcement side and have the Magistrate and Staff come up with a code to resolve this problem.

Staff Recommendation(s): _____

Budgeted Amount: None

List All Attachments: Three sample codes

Type of Presentation: Oral (Request Magistrate attendance.)

Special Equipment needed: Laptop Remote Microphone

Overhead Projector Other: _____

Contact Person: CM 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.

Sample Ordinances

Sample One

Barking dogs.

A. It shall be unlawful for any person to confine a dog in an open-air enclosure, including a fenced yard, where its barking may disturb the quiet of the neighborhood after 10:00 p.m. or before 6:00 a.m. prevailing time. Said dog shall be confined within a relatively soundproof building with closed doors and windows during those hours so that any barking will not annoy, disturb, injure or endanger the comfort, repose, peace or safety of any individual in the township.

B. It shall be unlawful for any owner or persons responsible to said owner to permit the continual barking of any dog or dogs between 6:00 a.m. and 10:00 p.m. Continued barking shall mean the barking of any dog or dogs for a continuing period of 30 seconds or more on three or more occasions during any twenty-minute period.

Barking dog citation – general: (a) Any Enforcement Officer has the authority to issue a civil citation to any Responsible Person for a barking dog violation that the Enforcement Officer did not see or hear occur based on a complaint, signed under penalty of perjury, lodged by a member of the community who has been disturbed by the barking dog. A Responsible Person to whom a civil citation is issued shall be liable for and shall pay to the Town the fine or fines described in the barking dog citation when due. Where the Responsible Person is a minor under the age of 18 years, the minor's parents or legal guardian shall be liable for and held responsible for payment of their minor child's citation fines and/or late penalties. In any case, the Responsible Person (by his/her parents when the Responsible Person is under the age of eighteen) shall have the right to appeal the issuance of the citation pursuant to the provisions of this subarticle.

There may be more than one person responsible for a barking dog violation. A "Responsible Person" is defined as any one of the following:

1. A person who allows a barking dog violation to exist, whether through willful action, failure to act, or failure to exercise proper control over a barking dog.

2. A person whose agent, employee, or independent contractor allows a barking dog violation to exist, whether through willful action, failure to act, or failure to exercise proper control over a barking dog.
3. A person who is the owner of, and a person who is a lessee or sublessee with the current right of possession of, real property in or upon which a barking dog violation occurs.

The Town of Dewey-Humboldt recommends that neighbors make an attempt to resolve the problem with the nuisance animal owner or other responsible person prior to filing a formal complaint. Sometimes the Responsible Person is unaware of the noise and grateful for the opportunity to address the issue. If a formal complaint is submitted, Animal Control will attempt contact with the Responsible Person in an effort to help in the resolution of the reported problem. We cannot help resolve this matter however, without your assistance.

Sample Two

Nuisances.

It is unlawful for the owner or person responsible to cause, allow, permit, either wilfully or by failure to exercise due care or participate in any of the following, which are singly or together, defined as a public nuisance:

- (1) Any animal which by habitual howling, yelping, barking or other noise disturbs or annoys any person or neighborhood to an unreasonable degree, taken to be continuous noise for a period of ten (10) or more minutes or intermittent noise for a period of thirty (30) or more minutes, EXCEPT: that such noises made by livestock, whether from commercial or noncommercial activities on land which is properly zoned to allow keeping of livestock, and such sounds made in facilities licensed under and in compliance with the provisions of this title. It shall be an affirmative defense under this subsection that the animal was intentionally provoked to make such noise, PROVIDED, that enactment of this provision shall in no way abrogate any other provision under this code concerning animal noise.

Sample Three

Unreasonable animal noise

Citizens living within the Tow of Dewey-Humboldt should expect to live with some level of noise. Traffic, lawn mowers, construction, barking dogs or other animal noises are just a few examples. As a resident of any

community we endure most of these noises. However, pet noises that are unreasonable can be reported. First you should:

1. Communicate with the pet owner

Often, neighborly discussions can be very helpful. Let the pet owners know that you are disturbed by the noise. Sometimes pet owners are not aware of the problem or the impacts on other residents. Try to work out a mutually agreeable and reasonable solution in a neighborly manner.

Strategies that may help include manners training, changing the animals' routines, maintaining the animals inside, creating visual barriers from passers-by or providing the animals with more exercise. Allow a reasonable amount of time for a remedy by the pet owner.

2. Submit a complaint

Call the Town of Dewey-Humboldt or file a complaint online. On a first complaint, a letter will be sent to the pet owner notifying them that a noise complaint has been filed and that they must take appropriate steps to abate the noise created by their animal(s).

If the violation continues

If the violation occurs again, please call the Animal Control and speak to a deputy. A declaration form will be sent to you for you to fill out. At the same time, an Officer will be sent to the residence to investigate. No further enforcement action will be taken without a completed declaration. It is important that you document the nature and the extent of the problem in the declaration. Be thorough and honest in your documentation as you are signing this document under penalty of perjury.

If there is a six month period between complaints regarding noise issues, the process will return to step two and start over again.