

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

Tuesday, November 19, 2013, 6:30 P.M.

**COUNCIL REGULAR MEETING
2735 S. HWY 69**

**COUNCIL CHAMBERS, TOWN HALL
DEWEY-HUMBOLDT, ARIZONA**

AGENDA

The issues that come before the Town Council are often challenging and potentially divisive. In order to make sure we benefit from the diverse views to be presented, the Council believes that the meeting be a safe place for people to speak. With this in mind, the Council asks that everyone refrain from clapping, heckling and any other expressions of approval or disapproval. Council may vote to go into Executive Session for legal advice regarding any matter on the open agenda pursuant to A.R.S. 38-431.03 (A) (3), which will be held immediately after the vote and will not be open to the public. Upon completion of Executive Session, the Council may resume the meeting, open to the public, to address the remaining items on the agenda. Agenda items may be taken out of order. Please turn off all cell phones. The Council meeting may be broadcast via live streaming video on the internet in both audio and visual formats. One or more members of the Council may attend either in person or by telephone, video or internet conferencing. **NOTICE TO PARENTS:** Parents and legal guardians have the right to consent before the Town of Dewey-Humboldt makes a video or voice recording of a minor child. A.R.S. § 1-602.A.9. Dewey-Humboldt Council Meetings are recorded and may be viewed on the Dewey-Humboldt website. If you permit your child to participate in the Council Meeting, a recording will be made. You may exercise your right not to consent by not permitting your child to participate or by submitting your request to the Town Clerk that your child not be recorded.

1. Call To Order.

2. Opening Ceremonies.

2.1. Pledge of Allegiance.

2.2. Invocation.

3. Roll Call. Town Council Members Arlene Alen, Jack Hamilton, Mark McBrady, Sonya Williams-Rowe, Nancy Wright; Vice Mayor Dennis Repan; and Mayor Terry Nolan.

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

Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action.

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

6. Consent Agenda.

6.1. Minutes. Minutes from the November 5, 2013 Regular Meeting.

7. Comments from the Public (on non-agendized items only). The Council wishes to hear from

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

8. Discussion Agenda – Unfinished Business. Discussion and Possible Action on any issue which was not concluded, was postponed, or was tabled during a prior meeting.

8.1. Council Policy PG TC 13-01: Modifications to Council Policy PG TC12-02 Legal Services.

8.2. Council Policy PG TC 13-02: Modifications to Council Policy PG TC12-03 Travel Reimbursement.

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

9.1. Engineering Service Contract with Shephard-Wesnitzer Inc. for Foothill Dr. Drainage Design project. Discussion and possible approval.

9.2. Arizona League of Cities and Towns Youth Council. [CAARF requested by CM Alen]

10. Public Hearing Agenda.

THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.

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

12. Adjourn.

For Your Information:

Next Town Council Meeting: Tuesday, December 3, 2013, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, December 5, 2013, at 6:00 p.m.

Next Town Council Work Session: Tuesday, December 10, 2013, 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 _____, 2013, 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
TOWN COUNCIL
REGULAR MEETING MINUTES
TUESDAY, NOVEMBER 5, 2013, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, NOVEMBER 5, 2013, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** The meeting was called to order at 6:32 p.m.
2. **Opening Ceremonies.**
 - 2.1. **Pledge of Allegiance.** Made.
 - 2.2. **Invocation.** Given by Councilmember Nancy Wright.
3. **Roll Call.** Town Council Members Jack Hamilton, Mark McBrady, Sonya Williams-Rowe, Nancy Wright; Vice Mayor Dennis Repan; and Mayor Terry Nolan were present. Councilmember Arlene Alen was absent.
4. **Announcements Regarding Current Events, Guests, Appointments, and Proclamations.** Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action.

Ed Boks, Executive Director of the Yavapai Humane Society spoke on a grant from PetSmart Charities to fund the spaying and neutering of 1,200 dogs in Prescott Valley, Dewey-Humboldt and Mayer (free to the owners-proof of residency required). Flyers were provided to the town to get the information out. This information is also available on the Town's website.

Mayor Nolan clarified the protocol to hear Council Agenda Action Request's (CAARFs), reading Ordinance 13-99 - allowing CM submitting to present their request and the placement and removal of these on agendas.

4.1. American Diabetes Month Proclamation.

Mayor Nolan read the American Diabetes Month Proclamation, declaring November American Diabetes month.

Mayor Nolan reported on the Halloween Window Painting contest and thanked those supporters of the event.

Vice Mayor Repan spoke on the Emergency Response Plan Training and his appreciation of the information provided by Yavapai County EMS personnel, Denny Foulk and Hugh Vallely.

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

Town Manager Kimball announced the following: Roving Dumpster Day event this coming Saturday, November 9th from 9 am to 1 pm, which will be at the Reata Pass location; the tentatively rescheduled EPA Community Meeting for December 7th from noon to 5pm, which will be held at the Humboldt Elementary School Cafeteria; Dewey-Humboldt Activity Center is accepting frozen Turkey donations now through November 22nd.

6. Consent Agenda.

Mayor Nolan moved 6.2 off the consent agenda for discussion.

6.1. Minutes. Minutes from the October 8, 2013 Special Study Session, October 15, 2013 Regular Meeting and October 22, 2013 Special Study Session.

Councilmember Wright made a motion to approve the minutes for October 8 Special Study

Town Council Regular Meeting Minutes, November 5, 2013
Session, October 15 Regular Meeting and October 22 Special Study Session, as presented. Councilmember Hamilton seconded the motion. It was approved unanimously.

6.2. Suggested Intergovernmental agreement (IGA) with the City of Prescott for the Household Hazardous Waste Disposal program and review of existing IGA with the Town of Prescott Valley for Dumpster Day. review only, no action requested.

Town Manager Kimball explained the status of the IGA with Prescott and Prescott Valley. The IGA for Prescott was developed by the Dewey-Humboldt Attorney and sent to Prescott for their review. She was informed that they will probably develop their own version, or at least modify it. No action is needed. Once a response is received from Prescott Staff will provide it to Council. The IGA with Prescott Valley is already in affect so no reason to draft a new document.

7. Comments from the Public (on non-agendized items only). None.

8. Discussion Agenda – Unfinished Business. Discussion and Possible Action on any issue which was not concluded, was postponed, or was tabled during a prior meeting. None.

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

9.1. Have a legal opinion on whether the Town can maintain or repair private roads that the public uses. If it can, does the Town assume any liability? [CAARF requested from CM Hamilton]

Councilmember Hamilton received information regarding this since he requested the item and therefore withdrew the agenda item.

9.2. Proposal to hold an event to recognize the 50th anniversary of the Vietnam War. To give recognition to the Vietnam Veterans in the Town of Dewey-Humboldt. [CAARF requested from Mayor Nolan]

Mayor Nolan gave an overview and read about the US Vietnam War Commemoration. There was discussion on the date of the 50th anniversary for the war and how many Vietnam Veterans reside in Dewey-Humboldt. Mayor Nolan will look into this further and come back to the council with more information at a later date.

9.3. To send the General Plan back to the Planning Committee to review and look at a Main Street or Old Town designation for the Town. [CAARF requested by Mayor Nolan]

Mayor Nolan gave an overview explaining he felt it was time to send the General Plan to the P&Z Commission to look at. There was discussion on Main Street and differences between Old Town Designation, Historic District and Historic Overlay and the different processes and reasons for each.

Vice Mayor Repan made a motion to send this to Planning and Zoning for review and recommendations and to look at the General Plan to see if it is applicable or not to do it, seconded by Councilmember Williams-Rowe.

There was more discussion on the “next step” for the upper Main Street area and providing P&Z with a clear objective.

Vice Mayor Repan withdrew his first motion and made a second motion. The seconder agreed to withdraw the first motion.

Vice Mayor Repan made a motion to move this to a work session, seconded by Councilmember Hamilton. It was approved unanimously.

9.4. To survey the end of Newtown Road at the Forest Service property for a couple of hundred feet. [CAARF requested by Mayor Nolan]

Mayor Nolan gave an overview on his request explaining he thought the gate might not be located in the correct place, therefore the Forest Survey would need to move it. They would be asked to move it far enough back to allow for the trailhead. There was discussion on this idea and concerns with costs for a survey and harming the town's relationship with the Forest Service.

Mayor Nolan made a motion to find out the cost of a survey for the road, seconded by Councilmember Williams-Rowe. The motion failed by a tie vote, Councilmembers Hamilton, Wright and Vice Mayor Repan voting against.

9.5. To develop a policy or an ordinance for use and possession of notebook or notepad computers for Council. [CAARF resubmitted by Mayor Nolan]

Mayor Nolan gave an overview on his request, suggesting they move this to a study session. There was discussion on the need for a policy on this and whether it would cover only town purchased technology or personally owned equipment. Mayor Nolan explained his intent was a policy for when the Town purchases laptops or notepad computers for the Council to use. There was discussion on budget talks about these possible purchases.

Mayor Nolan made a motion to put this to a work session. The motion failed for lack of a second.

Councilmember Wright made a motion to send this to the attorney to develop a policy for laptop use using the two samples she provided at this meeting, seconded by Vice Mayor Repan. It was approved by a 5-1 vote in favor, Councilmember Hamilton voting against.

10. Public Hearing Agenda. None.

11. Comments from the Public. None.

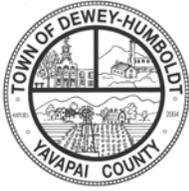
12. Adjourn. The meeting was adjourned at 7:36 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

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

TOWN COUNCIL REGULAR MEETING

November 19, 2013 – 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 8.1.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: November 13, 2013

Agenda Item: Council Policy PG TC 13-01: Modifications to Council Policy PG TC12-02 Legal Services

Recommended action:

- 1. Adopt Council Policy PG TC 13-01.**
- 2. Make further modification and adopt as amended.**

Summary:

At CM Wright's request (CARF submitted in August), at the November 12th Work Session Council directed Staff to make modifications to Town Council Policy TG TC12-02. The requested changes are reflected in Council Policy 13-01.

 <p>TOWN OF DEWEY-HUMBOLDT PUBLIC BODY RULES OF POLICIES AND PROCEDURES</p>	<p>PG No TC12-02 <u>13-01</u></p>
<p>All Public Bodies : Town Council, Board, Commission, and Committees</p>	<p>Effective Date: <u>December 1, 2013</u></p>
<p>Subject: <i>parameters of obtaining legal services</i></p>	

1. **Purpose:** To establish guidelines for ~~staff~~, individual council members, and all boards, commissions and committees to obtain legal services from the Town Attorney. This policy is to update and replace PG No. TC 12-02 which was modified in November 2013 at the Town Council's direction.

2. **Scope:** This policy applies to all town ~~staff members~~, councilmembers and public bodies of the Town. In this Policy, "public bodies" shall mean the Town Council and all boards, commissions and committees of the Town.

3. **Background:**

3.1 The Town does not have a full time attorney on staff but contracts with a qualified legal firm to perform legal services for the Town on an as-needed basis. The town attorneys represent the Town of Dewey-Humboldt Town Council and the Town as a governmental entity. The Town Attorneys do not represent individual members of the Town Council, staff or citizens of the Town. Town Council recognizes the necessity of obtaining legal opinions for decision deliberation and legal services with respect to other matters such as contracts, employment issues, public records, elections, ordinances and other legal issues that may arise from time to time. The Town Council also recognizes that as public bodies of the Town, the Town's boards, commissions, and committees and its members may encounter legal issues and have specific questions for the attorneys. In order to conserve Town funds and avoid obtaining unnecessary or redundant legal services, the Town Council hereby establishes a centralized and unified process for contacting the Town Attorney.

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

4. **Policies:**

4.1 Nonessential contacts with the City Attorney are prohibited for all staff members and members of public bodies.

4.2 All staff members shall obtain permission from the Town Manager prior to contacting the town attorneys for services.

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

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

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

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

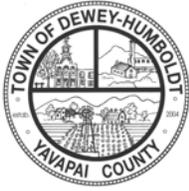
TERRY NOLAN, MAYOR _____

ATTEST:

JUDY MORGAN, TOWN CLERK _____

Notes:

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TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
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TOWN COUNCIL REGULAR MEETING

November 19, 2013 – 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 8.2.

To: Mayor and Town Council Members

From: Judy Morgan, Town Clerk (as directed by Council)

Date submitted: November 13, 2013

Agenda Item: Council Policy PG TC 13-02: Modifications to Council Policy PG TC12-03 Travel Reimbursement

Recommended action:

- 1. Adopt Council Policy PG TC 13-02 with the modifications to Sections 1 and 4.3.**
- 2. Make further modification to Section 4.3 and adopt as amended.**

Summary:

At CM Alen's request (CAARF submitted in November), at the November 12th Work Session Council directed Staff to make modifications to Town Council Policy TG TC12-03, Section 4.3, to address materials disseminated at NACOG, CYMPO, WAC and all other agencies that the Mayor and Council attend on behalf of the Town. Council's direction was to include verbiage to have attendees place these materials and publications within Agency-specific binders to be kept at Town Hall. Modifications have been made and are before the council for consideration, modification and/or possible approval.



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

**PG No TC~~12-~~
0313-02**

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

Effective Date: **November 19, 2013**

**Subject: *Council and other Public Bodies
Training and Travel***

1. **Purpose:** To establish guidelines for Mayor and the Council and all public bodies’ training and travel at Town’s expense. This policy is to update and replace PG No. TC 12-03 which was modified in November 2013 at the Town Council’s direction.

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. Council’s pre-authorization is required in order for town staff to process individual public body member’s travel expense reimbursement request unless the travel expense has been specifically approved and included in the annual budget. 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. Meeting/Training materials and publications will be placed into binders by the attending public body members, and binders will be kept at town hall.

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 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.

- 4.3.1.4. 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.



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TOWN COUNCIL REGULAR MEETING

November 19, 2013 – 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 9.1.

To: Mayor and Town Council Members

From: Yvonne Kimball

Date submitted: November 13, 2013

Agenda Item: Engineering contract for Foothill Dr. drainage design with SWI

Recommended action: Enter into the contract with SWI and authorize the Mayor to execute the contract

Summary:

The Town and the County have previously entered into an Intergovernmental Agreement (IGA) to allow the Town to utilize flood control funds collected by Yavapai County to conduct some drainage related projects. The IGA authorized a total of \$75,000 for FY 13-14. One priority project is to improve two drainage facilities off Foothills Dr.

After some discussions with multiple agencies and staff members, the engineer service contract has been prepared. Sherpard- Wesnitzer Inc. (SWI), of Prescott, is the Town's on-call engineer firm selected by the Council in 2012. The firm is qualified and experienced in drainage work.

The contract will enable SWI's service for design to utilizing the flood control funding through Yavapai County. The total budgeted amount for the design phase is \$10,000 including incidental expenses.

Once the contract is entered into, SWI will begin design and anticipates completion by early March 2014. Following the design phase is the bidding and construction phases, whose engineer services normally are handled by the same engineering firm as the design phase. A separate contract will be prepared at that time.

As a very early stage, we estimate the bidding and construction engineering fee to be around \$11,000, the actual construction \$200,000. The figures are an approximation only with a probability to change.

It is true that the total estimated cost for the entire project is much higher than what has been allotted to the Town this year. In speaking to the Flood Control Office, it is likely that the total project (including design and construction) will be funded by the flood fund in separate years.

In conclusion, staff believes that SWI is qualified for the project and their proposed design fee is reasonable. Staff recommends the Council enter the contract with SWI to enable the design phase of the Foothill Dr. drainage facilities.

ENGINEERING SERVICES CONTRACT

THIS CONTRACT is entered into as of this ____ day of _____, 20____, by and between the Town of Dewey-Humboldt, Arizona, a municipal corporation, hereinafter referred to as the “the Town” and Shephard Wesnitzer, Inc., hereinafter referred to as the “Consultant.”

FOR THE PURPOSE of providing on-call professional services for the Town on the Foothills Drainage project, hereinafter referred to as the “Project,” the Town and Consultant do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

- 1.1 Retention of the Consultant: In consideration of the mutual promises contained in this Agreement (“Services”), the Town engages the Consultant to render professional services set forth herein, in accordance with all the terms and conditions contained in this Agreement.
- 1.2 Scope of Services: The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the Town, the Services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work for this Project is set forth in Exhibit A. At a minimum, construction documents shall conform to the following standards: (i) all plans (of the same type) shall be drawn at the same scale, (ii) the correct information shall be shown the least number of times, (iii) all plans shall have the same orientation, (iv) consistent terminology shall be used between the plans and specifications, (v) vague notes (such as “see architectural” or “see structural”) shall be avoided and cross references shall be specific, (vi) match line locations shall be consistent in all descriptions, (vii) wall sections on the same sheet shall be shown at relative elevations to each other and (viii) references to “by others” shall be avoided and specific responsibilities shall be set forth. Construction documents shall satisfy all applicable standards of the industry for complete documents necessary to construct a fully operational and functional facility. Consultant shall take measures necessary to comply with this requirement prior to final submittal to the Town. Incomplete items shall be completed by the Consultant at its cost.]
- 1.3 Responsibility of the Consultant
 - 1.3.1 Consultant hereby agrees that the documents prepared by Consultant will fulfill the purposes of the Project, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents prepared by Consultant shall be prepared in accordance with professional standards applicable to the Project. Any review or approval of said documents does not diminish these requirements.
 - 1.3.2 The Town’s budget for this Project is \$10,000. Consultant shall tour the Project site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify the Town of any constraints associated with the Project site. During design, Consultant shall maintain cost controls to deliver the Project within the construction budget. Consultant shall complete the design documents, such that construction cost of the Project designed by Consultant will not exceed the construction budget and shall not proceed from one phase to another unless the budget for the phase

in is compliance with the construction budget or any approved revised construction budget. If at any time during the design of the Project it appears the cost of construction may exceed the construction budget, Consultant shall immediately notify the Town. If the construction budget is exceeded, Consultant shall value Consultant the Project at no additional cost to the Town. As used herein, "cost of construction" shall mean the total cost or estimated cost to the Town of all elements of the Project designed or specified by Consultant, but does not include the compensation of the Consultant and the Consultant's subcontractor or consultants.]

- 1.3.3 Consultant shall perform the Services under this Agreement with the assistance of Computer Aided Design Drafting (CADD) Technology. Consultant shall deliver to the Town, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. In order to document exactly what CADD information was given to the Town, Consultant and the Town shall each sign a "hard" copy of reproducible documents that depict this information at that time. The Town agrees to release Consultant from all liability, damages, and/or for claims that arise due to any changes made to this information subsequent to it being given to the Town.]
- 1.3.4 Consultant shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.
- 1.3.5 Consultant shall designate Richard Aldridge, PE as Project Manager and all communications shall be directed to him.
- 1.3.6 Consultant shall obtain its own legal, insurance and financial advice regarding Consultant's legal, insurance and financial obligations under this Agreement.
- 1.3.7 Consultant shall provide required reports on the progress of the Services and the design budget to the Town.

1.4 Responsibility of the Town

- 1.4.1 The Town shall cooperate with the Consultant by placing at his disposal all available information concerning the site of the Project, including all previous plans, drawings, specifications, and design and construction standards; assistance in obtaining necessary access to public and private lands; legal, accounting, and necessary permits and approval of governmental authorities or other individuals. The Town agrees to obtain its own legal, insurance and financial advice the Town may require for the Project.
- 1.4.2 The Town shall provide Consultant with the budget for the Project in order that preparation of the Contract Documents will be consistent with such budget.
- 1.4.3 The Town shall provide Consultant with any technical requirements of the Town, which shall be incorporated into the documents prepared by the Consultant.
- 1.4.4 The Town designates Ed Hanks, Public Works Supervisor as its Project Representative. All communications from the Town to Consultant shall be directed to the Project Representative.

2. **CONTRACT TIME AND CONTRACT SUM**

- 2.1 Contract Time: The Services shall be complete on or before March 3, 2014.
- 2.2 Contract Sum: The Contract Sum is set forth in Exhibit B. Total cost of the Services, including reimbursable costs shall not exceed ten thousand dollars (\$10,000) without the written agreement of the Town.
- 2.3 Method of Payment: Method of payment shall be set forth in Exhibit B. If payment is to be made monthly, Consultant shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for Services completed.

3. CHANGES TO THE SCOPE OF SERVICES

- 3.1 Change Orders: the Town may, at any time, by written change order, make changes in the Scope of Work. A form of change order is attached hereto as Exhibit C. If Consultant believes a change in the Scope of Work has been ordered, Consultant shall submit a request for a change order in writing within ten (10) days from the date of receipt by Consultant of notice of the change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Consultant will be allowed by the Town except as provided herein nor shall Consultant provide any services or furnish any materials not covered by this Agreement unless the Town first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

- 4.1 General: Consultant agrees to comply with all the Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Consultant, Consultant 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 the Town. Failure to maintain insurance as specified may result in termination of this Agreement at the Town's option.
- 4.2 No Representation of Coverage Adequacy: By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Consultant. The 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 Consultant 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.
- 4.3 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, the Town, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

- 4.4 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 is satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.
- 4.5 Primary Insurance: Consultant's insurance shall be primary insurance. All insurance, except Workers' Compensation and Professional Liability, shall provide protection of the Town as an Additional Insured.
- 4.6 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.
- 4.7 Waiver: All policies, except Workers' Compensation Insurance and Professional Liability, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- 4.8 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 the Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount. The Town, at its option, may require Consultant to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 4.9 Use of Subcontractors: If any Services under this Agreement are subcontracted in any way, Consultant shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the Town and Consultant. Consultant shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 4.10 Evidence of Insurance: Prior to commencing any Services under this Agreement, Consultant shall furnish the Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Consultant'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 the 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 Consultant'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:

- 4.10.1 The 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
- 4.10.2 Consultant's insurance shall be primary insurance as respects performance of this Agreement.
- 4.10.3 All policies, except Workers' Compensation and Professional Liability, waive rights of recovery (subrogation) against the Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Consultant under this Agreement.
- 4.10.4 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.
- 4.10.5 Project descriptive information including:
- A. Project Name
 - B. Project Number
 - C. Contract Number

4.11 Required Coverage

- 4.11.1 Commercial General Liability: Consultant 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, the 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.
- 4.11.2 Professional Liability: Consultant shall maintain Professional Liability insurance covering errors and admissions arising out of the Services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and

omissions Consultant is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claims and \$2,000,000 all claims. Professional Liability coverage specifically for Architects, Consultants and Surveyors shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Consultant shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3 Vehicle Liability: Consultant shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Consultant’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant’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, the 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.

4.11.4 Workers’ Compensation Insurance: Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant’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.

5. INDEMNIFICATION

- 5.1 To the fullest extent permitted by law, Consultant, its successors and assigns shall indemnify and hold harmless the Town, its officers and employees from and against all liabilities, damages, losses and costs (including reasonable attorney fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful conduct of Consultant or other persons employed or used by the Consultant in the performance of this Agreement. Consultant’s duty to indemnify and hold harmless the Town its officers 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 there from, caused by Consultant’s negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by Consultant or used by Consultant in the performance of this Agreement.
- 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. TERMINATION OF THIS AGREEMENT

- 6.1 Termination: the Town may, by written notice to the Consultant, terminate this Agreement in whole or in part with seven (7) days' notice, either for the Town's convenience or because of the failure of the Consultant to fulfill his contract obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all Services affected (unless the notice directs otherwise), and (2) deliver to the Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Consultant in the event of substantial failure by the Town to fulfill its obligations.
- 6.2 Payment to Consultant Upon Termination: If the Agreement is terminated, the Town shall pay the Consultant for the Services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

- 7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant 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 the Consultant of the Consultant's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 7.2 Examination of Records: The Consultant agrees that duly authorized representatives of the 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 the Consultant involving transactions related to this Agreement.
- 7.3 Ownership of Document and Other Data: Original documents, such as tracings, plans, specifications, maps, basic survey notices and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of the Town unless otherwise agreed to by both parties. the Town may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to Consultant. Any verification or adaptation of the documents by Consultant for other purposes than contemplated herein will entitle Consultant to further compensation as agreed upon between the parties.
- 7.4 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.
- 7.5 Independent Contractor: Consultant shall be an independent contractor and not an agent of the 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 Consultant.

- 7.6 Exclusive Use of Services – Confidentiality: The services agreed to be provided by Consultant within this Agreement are for the exclusive use of the Town and Consultant shall not engage in conflict of interest nor appropriate the Town work product or information for the benefit of any third parties without the Town consent.
- 7.7 Sole Agreement: There are no understandings or agreements except as herein expressly stated.
- 7.8 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.
- 7.9 Time is of the Essence: The timely completion of the Project is of critical importance to the economic circumstances of the Town.
- 7.10 Controlling Law: This Agreement is to be governed by the laws of the State of Arizona.
- 7.11 Immigration Law Compliance Warranty:
- 7.11.1 As required by A.R.S. § 41-4401, Consultant hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Consultant further warrants that after hiring an employee, Consultant verifies the employment eligibility of the employee through the E-Verify program.
- 7.11.2 If Consultant 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.
- 7.11.3 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. Consultant 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. the Town at its option may terminate the Contract after the third violation. Consultant shall not be deemed in material breach of this Contract if the Consultant 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).
- 7.11.4 The Town retains the legal right to inspect the papers of any Consultant or subcontractor employee who works on the Contract to ensure that the Consultant or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.
- 7.11.5 If state law is amended, the parties may modify this paragraph consistent with state law.

- 7.12 Equal Treatment of Workers: Consultant shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the Services. Consultant shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration (“OSHA”) and the Fair Labor Standards Act (“FLSA”). Consultant shall protect and indemnify the Town and its representatives against any claim or liability arising from or based on the violation of such, whether by Consultant or its employees.
- 7.13 Notices: Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

The Town:

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

Consultant:

Representative Name **Richard Aldridge, PE**
 Representative Title Branch Manager
 Consultant’s Name Shephard-Wesnitzer, Inc.
 Consultant’s Address 221 N. Marina, Ste 102
 Prescott, AZ 86301

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

8. SUSPENSION OF WORK

- 8.1 Order to Suspend: the Town may order the Consultant, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of the Town.
- 8.2 Adjustment to Contract Sum: If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (2) for which a change order is executed.

9. INTERESTS AND BENEFITS

- 9.1 Conflict of Interest of Consultant: The Consultant 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

Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

- 9.2 Interest of the Town Members and Others: No officer, member or employee of the 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: Consultant agrees that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, 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, the 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, the 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 the 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 the Town elects to exercise its rights under Section 38-511, Arizona Revised Statutes, as amended, the Town agrees to immediately give notice thereof to the Consultant.

10. ASSIGNABILITY

The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of the Town thereto; provided, however, that claims for money due or to become due to the Consultant from the 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 the Town.

IN WITNESS WHEREOF, the Town and the Consultant 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: Susan D. Goodwin

CONSULTANT

By: Richard Aldridge, PE

Title: Branch Manager

EXHIBIT A
SCOPE OF WORK- Design

A. GENERAL

1. The Project is generally described as follows: Design Catch Points and Spillways at two locations on Foothills Drive.
2. ENGINEER shall be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other Services furnished by ENGINEER under this Contract. ENGINEER shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
3. The Contract sets forth the construction budget for the Project. ENGINEER shall complete the Design and Construction Documents, such that construction cost of the Project designed by ENGINEER will not exceed the construction budget. If at any time during the design of the Project it appears the cost of construction may exceed the construction budget, ENGINEER shall immediately notify TOWN. If the construction budget is exceeded, ENGINEER shall value ENGINEER the Project at no additional cost to TOWN.
4. ENGINEER shall maintain a log of all meetings, site visits or discussions held in conjunction with the Services, with documentation of major discussion points, observations, decisions, question or comments. These shall be furnished to TOWN for inclusion in the overall Project documentation.
5. All Services performed under this Contract shall be performed by or under the direct supervision of persons then licensed in the State of Arizona to perform these Services.
6. All designs and specifications prepared by ENGINEER shall comply with applicable engineering and design.
7. If ENGINEER provides defective, incomplete, unclear, or uncoordinated documents in preparing the specifications and Contract Documents, all costs of responding to any protest or appeal or of any necessary rebidding will be borne by ENGINEER.
8. Time is of the essence in this contract.

B. DESIGN PHASE

1. GENERAL

The proposed improvements at each of these locations are more specifically described as follows:

Design Drainage improvements at two locations on Foothills Drive.

Location #1 South of the intersection of Quarterhorse Lane and Foothills Drive.

Design one headwall or similar erosion control structure on both ends of the existing culvert and one spillway with erosion protection on the west end (down stream) of the culvert.

Location #2 South of Ridge Way and Foothills Drive.

Design one spillway/erosion control structure on the outlet end of the existing culverts.

(See attached Map of approximate locations)

2. COST ESTIMATES

The ENGINEER will prepare detailed quantity summaries and construction cost estimates and provide such estimates to TOWN.

3. SPECIFICATIONS

The Engineer will design one headwall or similar erosion control structure and one spillway with erosion protection for the culvert just south of Quarterhorse Lane and Foothills Drive. The Engineer will design one spillway/erosion control plan for the culverts located south of the intersection of Ridge Way and Foothills Drive.

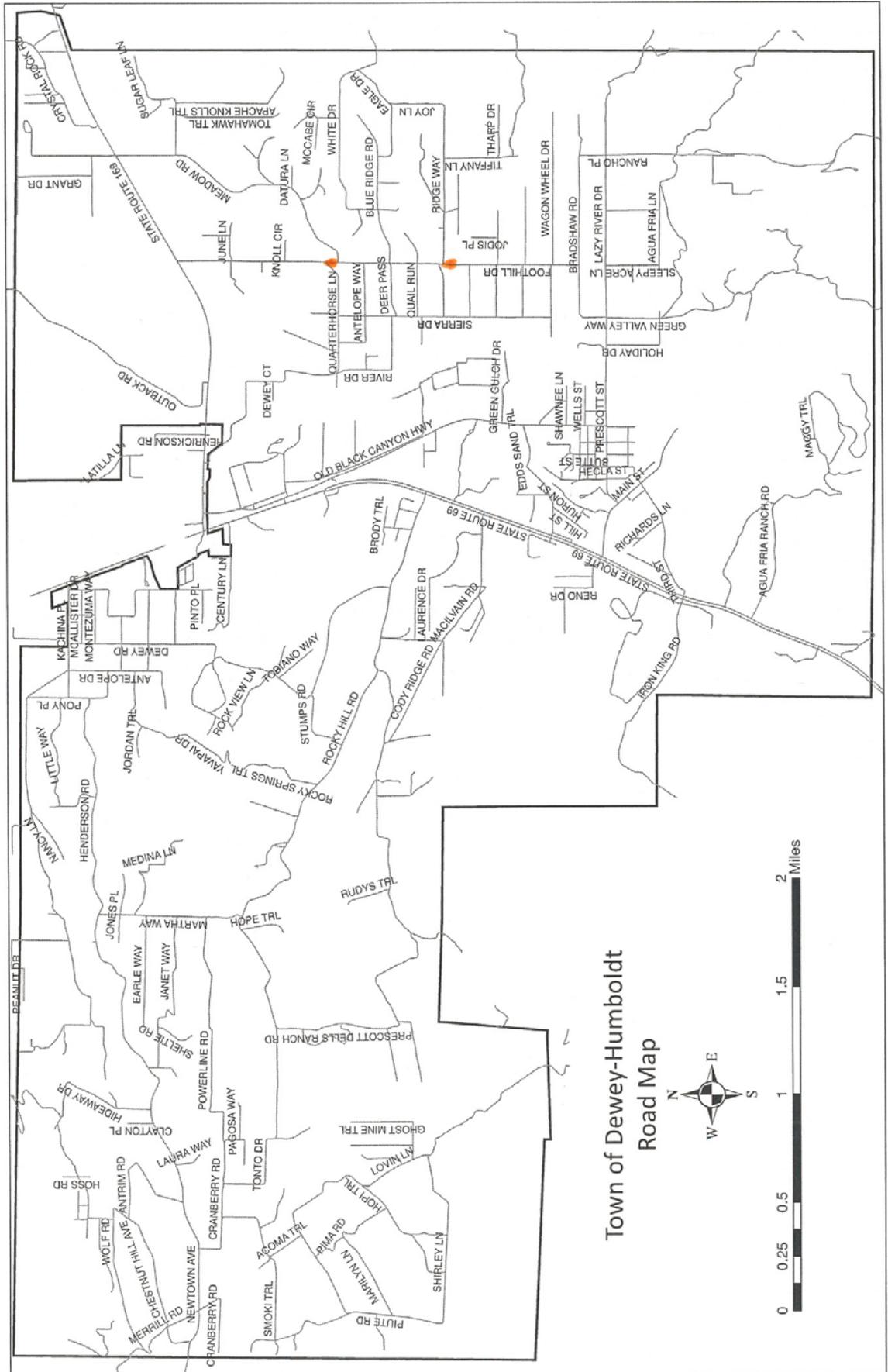
All designs shall comply with the M.A.G. construction standards and Yavapai County Drainage Standards.

4. DELIVERABLES

Two sets of plans to include both sites.

All information obtained to complete the project will become town property and shall be available to the Town upon request.

Drainage Locations on Foothille Rd.



Town of Dewey-Humboldt
Road Map



EXHIBIT B

CONSULTANT'S KEY PERSONNEL AND SUBCONTRACTORS

CONSULTANT'S KEY PERSONNEL:

Richard Aldridge, PE, Project Manager

Eric Sparkman, PE, Design Engineer

Joe Link, PE, Drainage Engineer

SUBCONTRACTORS:

None Anticipated

EXHIBIT C

PAYMENT SCHEDULE

A. COMPENSATION

1. Not to exceed \$ 10,000 (including mileage /printing reimbursable expenses).
2. Such amount shall be based upon the Schedule attached hereto.

Topographic Survey for the two separate existing culvert locations. Boundary information will come from the existing plats and GIS data for the area and we will show any monuments found during the survey on the base map. This work does not include a complete boundary survey, just topo survey with any found monuments for reference. \$1,280.00

Preparation of the topographic survey base maps for design, including any found survey monuments and relative boundary information from adjacent plats. \$920

Management and QA/QC reviews of the survey: \$360.00

County, Client and Project Coordination: \$620.00

One site visit by the Project Engineer to photo document the existing conditions for a brief design report: \$465.00

Preparation of a design report and sealed, bid ready construction plans and details for the improvements, including both sites: \$5,520.00

Project administration and quality assurance reviews: \$620.00

The total fee would be: \$9,785.00 for labor plus mileage/printing reimbursable expenses @ \$215 = \$10,000

This assumes the following:

1. No FEMA drainage analysis will be necessary and our report will be limited to an analysis of the 100-yr FEMA flows and cross-sections and the existing culvert capacities and suggested improvements. If a FEMA report becomes a requirement in the future, it would be considered an additional service.
2. The Town has Easement or ROW rights to maintain the roads and culverts.
3. No 404 Permitting is required. If 404 permitting is necessary, it would be considered an additional service.
4. No submittals are required to any agencies other than the Town. Yavapai County Flood Control is contributing the funding, but the project administration is done by the Town.

5. All the channel and culvert inlet/outlet construction will be done within existing easements or road rights of way and will not extend onto adjacent private property.
6. The culvert entrance and exit points will not change and grading or other improvements will be limited to within 100' upstream and downstream of the existing roadways or within the ROW/Easements, which ever is more restrictive.
7. Roadway elevations will not change.
8. Additional site visits, meetings or other requested tasks will be an additional service performed on an as-requested basis, paid at our normal hourly billing rates.
9. One set of plans will be prepared to include both sites.
10. No structural engineering is included. Erosion control devices, headwalls, etc will be based on MAG or ADOT Standard Details.

B. METHOD OF PAYMENT

1. Invoices shall be on a form and in the format provided by the Town and are to be submitted to the Town via the Town's authorized representative.
2. Upon receipt and approval of CONSULTANT'S invoices, the Town agrees to make payments within thirty days of receipt of the invoice as follows:

<u>Phase</u>	<u>Cumulative Amount</u>
Payment will be made monthly on a lump sum percent complete basis for the work completed by SWI through our normal monthly billing cycle. The SWI 2013 Standard Hourly Rates schedule is attached to and made a part of this Agreement.	

C. REIMBURSABLE COSTS

CONSULTANT will be reimbursed for expenses up to a maximum amount of \$215. All reimbursable costs must be submitted with monthly bill. The items allowable for reimbursement are as follows:

1. Cost of transportation. (Mileage associated with Project, but not to/from Project site at \$0.65 cents per mile. Any out of state travel must receive prior approval of the Town.)
2. Costs of outside printing services, as required by the contract.
3. Cost of long distance telephone, postage, courier, UPS, Federal Express, etc. to the extent such item is specifically quantified and estimated for this project.
4. Cost of other items as required, with prior approval from the Town.

EXHIBIT D

CHANGE ORDER NO. _____

PROJECT:

DATE:

OWNER: Town of Dewey-Humboldt

PROJECT NO:

CONTRACT DATED:

CONSULTANT:

CHANGES: The CONTRACT is changed as follows: (Insert brief description)

COST/TIME: Original CONTRACT SUM: \$ _____

Previously Authorized CHANGE ORDERS: \$ _____

CONTRACT sum prior to this CHANGE ORDER: \$ _____

CHANGE ORDER # Amount: \$ _____

New CONTRACT SUM: \$ _____

CONTRACT TIME will be increased by:

SUBSTANTIAL COMPLETION as of this Change Order:

Approved/Accepted by:

Consultant _____
(Date) (Name)

the Town: _____
(Date) (Name)

Not valid until signed by the Town and Consultant. Signature of Consultant indicates acceptance, including CONTRACT SUM and CONTRACT TIME.

SHEPHARD-WESNITZER, INC. - 2013 HOURLY RATES

STANDARD RATE SCHEDULE

E-5	PRINCIPAL ENGINEER.....	\$185/HOUR
E-4	ENGINEER 4.....	\$155/HOUR
E-3	ENGINEER 3.....	\$145/HOUR
E-2	ENGINEER 2.....	\$130/HOUR
E-1	ENGINEER 1.....	\$115/HOUR
EIT-4	ENGINEER IN TRAINING.....	\$100/HOUR
EIT-3	ENGINEER IN TRAINING.....	\$90/HOUR
EIT-2	ENGINEER IN TRAINING.....	\$85/HOUR
EIT-1	ENGINEER IN TRAINING.....	\$80/HOUR
CADD-4	CADD DESIGNER.....	\$105/HOUR
CADD-3	CADD DESIGNER.....	\$95/HOUR
CADD-2	CADD DESIGNER.....	\$85/HOUR
CADD-1	CADD DESIGNER.....	\$75/HOUR
CAD-4	CAD DRAFTER.....	\$80/HOUR
CAD-3	CAD DRAFTER.....	\$70/HOUR
CAD-2	CAD DRAFTER.....	\$60/HOUR
CAD-1	CAD DRAFTER.....	\$50/HOUR
A-1	CLERICAL.....	\$55/HOUR
RLS	REGISTERED LAND SURVEYOR, SURVEY MANAGER.....	\$120/HOUR
RLSPC	REGISTERED LAND SURVEYOR, PARTY CHIEF.....	\$105/HOUR
LSIT	LAND SURVEYOR IN TRAINING, PARTY CHIEF.....	\$100/HOUR
NRL	NON-REGISTERED LAND SURVEYOR, PARTY CHIEF.....	\$80/HOUR
T-4	CONSTRUCTION INSPECTION TECHNICIAN.....	\$105/HOUR
T-3	PROJECT COORDINATOR.....	\$90/HOUR
	MARKETING DIRECTOR.....	\$75/HOUR
	GIS COORDINATOR.....	\$95/HOUR
	INSTRUMENT PERSON.....	\$80/HOUR
	GPS RECEIVER.....	\$30/HOUR PER RECEIVER
	ROBOTIC TOTAL STATION.....	\$25/HOUR
	ARCHIVE FILE RESEARCH.....	\$55/HOUR, 1 HOUR MINIMUM

OUTSIDE SERVICES.....COST + 10%

PRINTS

BOND.....	\$2.75EACH
VELLUMS.....	\$5.00EACH
MYLAR.....	\$6.00EACH

PLOTS

BOND.....	\$5.00EACH
VELLUM.....	\$10.00EACH
MYLAR.....	\$10.00EACH
COLOR PLOTS/BOND.....	\$15.00EACH
XEROX.....	\$.09EACH
CD'S.....	\$5.00EACH
MILEAGE.....	\$.65 PER MILE

FOR ANY AND ALL SERVICES RELATED TO LITIGATION OR OTHER LEGAL PROCEEDINGS
TWO TIMES OUR STANDARD RATES

WORK OUTSIDE NORMAL BUSINESS HOURS WILL BE CHARGED AT 1½ TIMES HOURLY RATE. PAYMENT IS DUE UPON RECEIPT OF MONTHLY BILLINGS AND INVOICES ARE DELINQUENT THIRTY (30) DAYS AFTER DATE OF INVOICE. WORK IN PROGRESS WILL BE BILLED MONTHLY FOR PORTIONS COMPLETED AND UPON JOB COMPLETION FOR FINAL BALANCE. IF PAYMENTS ARE NOT MADE IN FULL PRIOR TO DELINQUENCY, THE CLIENT AGREES TO PAY INTEREST ON THE UNPAID AMOUNT AT THE RATE OF 2% PER MONTH FROM DELINQUENCY DATE. ALL PAYMENTS RECEIVED SHALL FIRST BE CREDITED TO PAYMENT OF INTEREST, AND THEN TO THE PRINCIPAL BALANCE

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

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: next available open agenda slot

Date of Request: 10.9.13

Requesting: Action Discussion or Report Only

Type of Action: Routine/Consent Agenda Regular

Agenda Item Text (a brief description for placement on the agenda; please be exact as this will be the wording used for the agenda):

Arizona League of Cities & Towns Youth Council

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

To discuss initiating a League Youth program for 2014 and beyond and to
move forward with a Regional Plan for same and implementation.

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: _____

Type of Presentation: Report and Discussion

Special Equipment needed: Laptop Remote Microphone

Overhead Projector Other: _____

Contact Person: Arlene Alen

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.