

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

Tuesday, October 7, 2014, 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 Jack Hamilton, Mark McBrady, Dennis Repan, Sonya Williams-Rowe, Nancy Wright; Vice Mayor Arlene Alen; 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.

4.1. Breast Cancer Awareness Month Proclamation.

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

6. Consent Agenda.

6.1. Minutes. Minutes from the July 15, 2014 Regular Council 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 (and/or a request form) on formal presentation.** [Continued from the September 16, 9 and the August 12th meetings; VM Alen Original CAARF from the May 13, 2014 meeting]

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

17 9.1. **Service contract with Abacus Project Management Inc. for a space assessment study for future town hall considerations.** Award or decline the contract.

35 9.2. **Ordinance 14-108 repealing ordinances 05-14 and 09-59 and amending Town Code Section 153.229 Development Fees, all RELATED TO the repeal of development fees in the town consistent with A.R.S Section 9-463.05 as amended by Chapter 243 adopted in 2011.** adopt, modify or reject Ordinance 2014-X

39 9.3. **FEMA Community Rating System (CRS) annual recertification for the Town of Dewey-Humboldt.** Yavapai County Flood Control District requesting authorization of the CRS recertification form.

47 9.4. **Scheduling of Phase I Summary Session for D-H Town Visioning Project with Rich Bowen (NAU) facilitating discussion of summary results and next steps.** [CAARF requested by VM Alen]

49 9.5. **Request for Presentation by Ms. Barbara Robinson from Yavapai College.** To give an update on the college and present Board survey results. [CAARF requested by Mayor Nolan]

9.6. **Discussion and possible action regarding acquisition of the real property located in Dewey-Humboldt at 12938 E. Main Street (APN 402-10-026 A) through donation for Town use.** [Staff report and council discussion and possible action on preparatory work conducted as directed at the June 3, 2014 meeting] The Council may, by majority vote, recess the regular meeting, hold an executive session, and then reconvene the regular meeting for discussion and possible action on this item.

9.6.1. **Recess into and hold an executive session** pursuant to A.R.S. § 38-431.03(A)(7) for discussions or consultations with designated representatives of the Town in order to consider its position and instruct its representatives regarding negotiations for the donation, purchase, sale or lease of real properties located at 12938 E. Main Street (APN 402-10-026A), Humboldt.

9.6.2. **Reconvene into Regular Meeting.**

9.7. **Discussion and possible action regarding potential acquisition of real property located in Dewey-Humboldt at 12130 E. Iron King Rd. (APN 402-01-059 D) in response to property owner’s offer to sell.** The Council may, by majority vote, recess the regular meeting, hold an executive session, and then reconvene the regular meeting for discussion and possible action on this item.

9.7.1. **Recess into and hold an executive session** pursuant to A.R.S. § 38-431.03(A)(7) for discussions or consultations with designated representatives of the Town in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property located in Dewey-Humboldt at 12130 E. Iron King Rd. (APN 402-01-059D).

9.7.2. Reconvene into Regular Meeting.

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, October 21, 2014, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, October 9, 2014, at 6:00 p.m.

Next Town Council Work Session: Tuesday, October 14, 2014, 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 _____, 2014, 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.

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Breast Cancer Awareness Month

WHEREAS breast cancer is the second most common kind of cancer and the second leading cause of cancer deaths among women in the United States. During National Breast Cancer Awareness Month, we renew our commitment to fighting this disease, raising awareness, and supporting those affected by breast cancer; and

WHEREAS research has shown that several factors may increase the risk of developing breast cancer, including family history, age, genetics, and obesity. By making healthy lifestyle choices and exercising regularly, individuals can help reduce the risk of developing breast cancer.

Mammograms, regular self-exams, and clinical breast exams are also vital because they can help doctors diagnose cancer before it has a chance to spread. When breast cancer is detected early, treatment is more effective, giving hope to patients and helping save lives; and

WHEREAS because treatment is more likely to be successful when breast cancer is detected early, regular screening is vital. The National Cancer Institute (NCI) and the United States Preventive Services Task Force recommend that women age 40 and over have a mammogram every 1 to 2 years. Women with an increased risk of breast cancer should talk to their doctors about getting mammograms even before the age of 40. To increase awareness about the importance of regular screening, the NCI's Cancer Information Service Partnership Program collaborates with nonprofit, private, and government agencies across the country to provide information to people most in need; and

WHEREAS America leads the world in medical research, and we are committed to continuing progress in the search for a cure for breast cancer. The National Institute of Environmental Health Sciences and the NCI are conducting research into genetic and environmental factors that may increase breast cancer risk; and

WHEREAS this month, we remember those living with breast cancer and their family and friends who provide them with love and support. Their courage and determination are an inspiration to us all. We also recognize the innovative, lifesaving work of doctors, researchers, and other medical professionals. Through their efforts to prevent, detect, and treat breast cancer, they are helping make a difference in the lives of our citizens. Until we find a cure for breast cancer, we will continue our Nation's fight against this disease.

NOW, THEREFORE RESOLVED, I, Terry Nolan, Mayor of the Town of Dewey-Humboldt, do hereby proclaim October as **Breast Cancer Awareness Month** in the Town of Dewey-Humboldt, Arizona, and do urge all citizens to join with me and Council in raising awareness of Breast Cancer.

In Witness Whereof, I have hereunto set my hand this 7th day of October, 2014.

Attest:

Terry Nolan, Mayor
Town of Dewey-Humboldt

Judy Morgan, Town Clerk

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**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
TUESDAY, JULY 15, 2014, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JULY 15, 2014, 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 6:33 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, Dennis Repan, Nancy Wright; Vice Mayor Arlene Alen; and Mayor Terry Nolan were present. Council Member Sonya Williams-Rowe was absent.
4. **Announcements Regarding Current Events, Guests, Appointments, and Proclamations.**

None.
5. **Town Manager's Report.** Update on Current Events.

None.
6. **Consent Agenda.**
 - 6.1. **Minutes.** Minutes from the May 20, 2014 Regular Meeting, June 3, 2014 Special Budget Workshop #4, June 3, 2014 Regular Meeting, June 17, 2014 Special Budget Workshop #5 and June 17, 2014 Regular Meeting.

Mayor Nolan explained amended minutes were provided for the June 3, 2014 Regular Meeting.

Councilmember Hamilton spoke on the June 17, 2014 Regular Meeting minutes. He thought a vote had been taken on agenda item 8.1 Budget, at this meeting. Town Clerk Judy Morgan was asked to research this for verification.

Councilmember Hamilton made a motion to approve the minutes for the May 20, 2014 Regular Meeting; June 3, 2014 Special Budget Workshop #4; June 3, 2014 Regular Meeting (as amended and presented at meeting); June 17, 2014 Special Budget Workshop #5; and June 17, 2014 Regular Meeting as amended by CM Hamilton to add a motion on 8.1. The motion was seconded by Vice Mayor Alen. It was approved unanimously (6-0 vote).
7. **Comments from the Public (on non-agendized items only).**

Jerry Brady spoke on records provided to council pertaining to land and mineral rights and the Town's legal history for this town related to same.

Karen Brooks spoke on what should be required for complaints and the history of complaints against her property.
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. **Ordinance 14-107: Fireworks and Explosives** [CM Wright CAARF and directed by Council at the April 15, 2014 meeting.]

There was discussion on the addition of “explosives” in this ordinance; definition of “explosives”; state and federal law controlling same.

Public comment was taken on this item.

Jerry Brady spoke on explosives and pyrotechnics; coastguard standards, military explosives, federal standards and local laws.

Town Manager Kimball spoke on not receiving any negative feedback from the Central Yavapai Fire District (CYFD) or Yavapai County Emergency Management (YCEM), regarding the ordinance.

Public comment was taken on this item.

Ulys Brooks spoke on black powder firearms and constitutional rights.

Jerry Brady spoke on reporting standards for explosives and what can become explosive.

Councilmember Repan spoke on the ordinance originally being requested to control fireworks and considering omitting the explosives wording. Other Councilmembers commented on whether to omit explosives from the ordinance.

Councilmember Wright made a motion to accept the ordinance excluding 130.15 and 130.16 (B), seconded by Councilmember Hamilton.

Ms. Kimball explained she will contact the attorney to let her know the council’s desire so she can do the amendment in the case that there might be other concerns. The amended ordinance will come back to the council under a future consent agenda to give one more look at it before adopting.

A vote was taken on the motion which failed by a tie vote, Councilmember McBrady, Vice Mayor Alen and Mayor Nolan voting against.

Councilmember Hamilton made a motion to NOT send the ordinance back to the attorney for further work on explosives, seconded by CM Wright.

There was discussion on the motion; whether to have the attorney clean up the ordinance and add an “explosives” definition, moving forward with adoption of the ordinance once this is done.

A vote was taken on the motion which failed by a 2-4 vote, Councilmembers McBrady, Repan, Vice Mayor Alen and Mayor Nolan voting against.

Vice Mayor Alen made a motion to send the ordinance back to legal counsel for clarification as it relates to the explosives section, why she included it and the definition of explosives, and bring it back to council for a decision on whether to include or exclude “explosives”, and for adoption of the fireworks portion.

The motion passed by a 5-1 vote in favor, Councilmember Hamilton voting against.

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

9.1. Accountability Contracts with Dewey-Humboldt Historical Society, Agua Fria Festival Committee, and Mayer Area Meals on Wheels.

Town Manager Kimball gave an overview explaining the Council needs to review, one-by-one, the scope of work and other terms under the contracts, and whether they meet their expectations. The Town Attorney has reviewed them all.

Councilmember Repan made a motion to approve the **Dewey-Humboldt Historical Society** contract and scope of work, seconded by Vice Mayor Alen. It was approved unanimously (6-0).

TM Kimball reviewed the **Agua Fria Festival contract**: Bob Greene has reviewed it; Agua Fria Festival Committee receives the funds; Liability insurance only covers the period of the event and contract term is for a year, change it to "duration of the event"; not sure if town can be named as additionally insured, if not then that wording will be removed. Event will be free of charge and free parking to resident. One stipulation is a special event permit will need to be obtained and granted for the event.

There was discussion on whether this is a grant or a sponsorship and clarifying what the town's expectations are: event will continue to be free; recognized event for the Dewey-Humboldt community; offer a free booth space for the town; include wording on form regarding remittance of sales tax for vendors. There was discussion on who receives the profits from the event (Agua Fria Festival or Lions Club). Mr. Greene explained there was no place on the form for tax ID #.

Public comment was taken on this item.

Jerry Brady spoke on the Festival's benefit to the public and requirements if expending public funds, the council must exercise due diligence and due process disclosure.

There was discussion on sales tax enforcement; the contract and scope of work; whether the town should receive any monetary return on their contribution.

Public comment was taken on this item.

David Nystrom cautioned council about expectations of receiving monies back and to look instead at the festival being an identity of the community, bringing community together and branding the town.

A motion was made by Councilmember Hamilton to approve the Accountability Contract and consider it as a \$5k grant for the Agua Fria Festival as a benefit for the community, seconded by Mayor Nolan.

Councilmember Repan spoke on ROI and how the festival benefits the town as a whole.

A vote was taken on the motion which failed by a tie vote, Councilmembers McBrady, Wright, and Vice Mayor Alen voting against.

There was discussion on whether to add any wording on what to do with any profit on the festival.

Public comment was taken on this item.

Ted Brooks suggested putting any profits in an interest bearing funds and use that money to fund future festivals each year.

Councilmember Hamilton responded the Agua Fria Festival Committee should keep the profits to fund future festivals.

Jerry Brady cautioned council about being involved in the profits for the festival and recommended they support the AFF in the least complex way, giving them a one-time grant and expect they fund themselves in the future.

There was council discussion on funding and profits.

Councilmember Wright made a motion to approve the Accountability Contract with the Agua Fria Festival Committee and add the special use permit requirement and include the

wording this is a one-time contribution for the 2014 event only, seconded by Councilmember Hamilton. The motion passed by a 6-0 vote in favor.

Council discussed the **Mayer Area Meals on Wheels** contract. Wording “will be in compliance with their contract with NACOG and Area Agency on Aging (AAA)” will be added. There were questions on whether some of the wording in the contract was necessary. TM Kimball explained the attorney indicated it was. CM Wright asked MAMOW to provide a list of who they served and addresses so they could confirm they live within D-H. There was discussion on why this information would not be provided to council but MAMOW could provide a quarter report of numbers and MAMOW could be provided a map to confirm whether customers are within the incorporated D-H limits.

Public comment was taken on this item.

David Nystrom spoke on accepting the accuracy of the report from MAMOW. Many people think they live in D-H but don't.

Jerry Brady explained that national organizations such as (AAA, MOW and NACOG) have the same accountability as the Red Cross and social service agencies and their reporting is to the U.S. government.

Town Manager Kimball reviewed the changes to this document: page 50: #4 and 5 will be revised to include “quarterly reports”.

Councilmember Repan made a motion to accept the Mayer Area Meals on Wheels contract with the addition to the contract Paragraph 4 and 5 and adding “quarterly” reporting on the number served and providing them with a D-H area map and include AAA along with NACOG, seconded by Vice Mayor Alen. It was approved by a 6-0 vote in favor.

9.2. Manufactured Home Intergovernmental Agreement with the State of Arizona Department of Fire, Building and Life Safety office of Manufactured Housing.

Town Manager Kimball gave an overview and explained staff's recommendation to adopt the IGA for Manufactured Homes.

Councilmember Repan made a motion to approve the Manufactured Home Intergovernmental Agreement with the State of Arizona Department of Fire, Building and Life Safety office of Manufactured Housing, seconded by Vice Mayor Alen.

Public comment was taken on this item.

Jerry Brady spoke on propaganda being distributed around town against the IGA; whether to adopt the state's standards as the town's standards and leaving this duty with the state.

A vote was taken on the motion which passed by a 6-0 vote in favor.

9.3. Seeking approval to contact Town Attorney with Town Manager, to discuss and obtain legal opinion on ethics violation investigations and hearings during election season. [CAARF requested by VM Alen]

Vice Mayor Alen explained she felt it was necessary for the town to obtain a legal opinion on whether they should/could hold ethics violation investigations and hearings during election season. She referenced ARS § 9-500.14 Use of town resources to influence elections.

Councilmember Hamilton made a motion to discuss and obtain a legal opinion from the town attorney on the ethics violation investigations and hearings during election season, and to include the ethics committee members in the phone call with the attorney, seconded by Councilmember Wright.

Public comment was taken on this item.

Jerry Brady spoke on the County Recorder's office having an election board pertaining to election law complaints and recommended they talk with them.

There was discussion on the purpose of the ethics complaint process; whether the policy is complete or needs to be modified; concerns of possibly violating state statute.

Town Manager Kimball explained if a quorum of the committee is present for the phone call with the attorney it would then need to abide by Open Meeting Law. Council discussed having the attorney present at the next regular meeting and ask her then (August 5th).

Councilmember Hamilton rescinded his motion and made a new motion that at the August 5th Council meeting the attorney will be requested to speak on the laws on the ethics violation and research question, seconded by Councilmember Repan.

Public comment was taken on this item.

Jerry Brady cautioned about potential conflict of interest; other local government dealing with ethics issues investigations; cost to review ethics complaints.

A vote was taken on the motion which passed by a 6-0 vote in favor.

Town Manager Kimball explained she will contact the attorney for her attendance at the August 5th meeting. She asked council whether they wanted this to be agendaized as a possible Executive Session. Consensus was to do so.

9.4. [Hold] an Executive Session to discuss purchase of property/properties for Town use. [CAARF requested by CM Wright]

Vice Mayor Alen made a motion to go in to Executive Session to discuss purchase of property/properties for Town use, seconded by Councilmember Hamilton. It was approved unanimously.

9.4.1. Recess into and hold an executive session pursuant to A.R.S. § 38-431.03(A)(7) for discussions or consultations with designated representatives of the Town in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real properties located at 2735 S. Corral Street and 12925 E. Main Street, Humboldt.

Council convened into Executive Session at 9:17 p.m.

9.4.2. Reconvene into Regular Meeting.

Council reconvened into regular session at 9:39 p.m.

Councilmember Wright made a motion to have the Town Manager investigate whether the properties are available and the cost, seconded by Councilmember Repan. It was approved by a 5-1 vote in favor, Mayor Nolan voting against.

Public comment was taken on this item.

Jerry Brady spoke on problems with surveys not being accurate or lack of surveys and the need for warranty deed or clear title to convey property. He spoke on the County Assessor's office and a community assets list.

10. Public Hearing Agenda. None.

11. Comments from the Public.

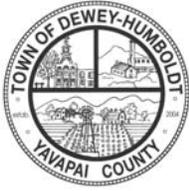
Jerry Brady spoke on the firefighter life safety initiative and infrastructure development affected by this.

12. Adjourn. The meeting was adjourned at 9:45 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk



TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
Phone 928-632-7362 ▪ Fax 928-632-7365

TOWN COUNCIL REGULAR MEETING

October 7, 2014, 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 8.1. Council Policy (and/or a request form) on formal presentations.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: October 1, 2014

Summary:

Council has been discussing the policy and procedures on how to request a formal presentation at a council meeting since May. A draft policy and a form were presented to the Council subsequently. Currently, a council member submits a Council Agenda Action Request Form for the whole Council to consider when a council member wants to sponsor/request a formal presentation by another agency. Upon discussions, at the September 16th meeting, Council wanted to continue the current procedure but with a "presentation request form" to accompany CM's CAARF. Council directed that the draft "presentation form" be designed to reflect the current procedure. Council also clarified that formal presentations do not include proclamations and accommodations.

Consequently, the form, as of Sept. 16th meeting, is developed/revised. Since the presentation form is intended for council members to use along with your CARRF's, it would make sense for individual council members to be responsible for collecting and submitting the completed presentation forms to staff along with the CARRF. Town staff is available to provide the blank form to requesting agencies.



TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
Phone 928-632-7362 ▪ Fax 928-632-7365

Town Council Presentation Request Form

Requests to make a formal Town Council presentation must be approved by the Town Council as a whole at a council meeting. The request form is used to accompany a council member's Council Agenda Action Request Form (CAARF) which would sponsor the presentation request. The Form must be submitted at least three-four weeks prior to the requested Town Council meeting date to the sponsoring council member. The CAARF will be discussed at a council meeting for the Council to determine whether to approve the presentation request. The Town Council meets every first and third Tuesday of the month at 6:30 p.m. for regular sessions. The Council also meets every second Tuesday of the month at 2:00 p.m. for study sessions. The Town Council attempts to limit the length of individual presentations to 30 minutes unless the Council votes to extend that time. If any special equipment is requested, please notify the Town Clerk no less than 72 hours before the Council meeting.

Request for: () commendation () proclamation () presentation () other: _____

Nature and Description of Presentation (Please note that this form does not apply to commendation and /or proclamation presentations, and individuals who wish to speak at the "Comments from the Public" item on an agenda):

Please describe the number of participants, any audio or visual equipment that you will set up and utilize, and how long you will require to set up your equipment.

Individual, agency, and/or organization attending Town Council meeting:

Name: _____ Phone: _____
 Council Meeting Date Requested: _____; alternate date: _____
 Requested by:
 Name: _____ Phone: _____
 Address: _____ Email: _____

If you have any questions about the application process, please contact the Town Clerk's Office at (928) 632-7362. Please return this form to the Town Clerk's Office the sponsoring council member, Dewey-Humboldt Town Hall, 2735 S. Highway 69, P.O.

S:\2014 Town Meetings\Town Council Meetings\Regular Meetings\Oct 7 2014\8-1 att-Council presentation request form-as of 9-16 mtg.docx
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Box 69, Humboldt, AZ 86329, by fax to (928) 632-7365 or by email [to the council member](#) ([Town Council contact information can be found at www.dhaz.gov/contacts](#)).

For Town Clerk Office Use Only:

Date requested received _____	Sponsoring Council Member

Approved by Council at _____	meeting-Approval by: _____ Council (Mayor's Initials _____) / Town Manager(TM Initial _____)

as of 9/16/2014 meeting

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TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
Phone 928-632-7362 ▪ Fax 928-632-7365

TOWN COUNCIL REGULAR MEETING

October 7, 2014, 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 9.1. Service contract with Abacus Project Management, Inc. for a space assessment study for future town hall considerations.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: October 1, 2014

Recommendation: Accept the agreement.

Summary:

A space needs assessment came into staff's consideration when we discussed renewal of the town hall lease a year ago. The Town Attorney brought this suggestion to council and my attention. I understand that this subject has been introduced before. The purpose of the assessment study is to determine the specific needs for a permanent town hall.

During this year's budget discussion, the need for this assessment was discussed and agreed upon by Council. Enclosed is the service agreement to engage Abacus Inc. for the assessment study.

Abacus Inc. is an experienced project management firm and has conducted several similar studies for governmental agencies. The firm representative will be at the meeting to meet with the Council.

AGREEMENT FOR SERVICES

THIS Agreement is entered into as of this **7th** day of **October**, 2014, by and between the Town of Dewey-Humboldt, Arizona, a municipal corporation, hereinafter referred to as “Dewey-Humboldt” and Abacus Project Management, Inc., an Arizona corporation, hereinafter referred to as the “Contractor.”

FOR THE PURPOSE of evaluating current space and facility needs, and developing a preliminary program and cost estimate for future municipal facilities for the Town of Dewey-Humboldt, Dewey-Humboldt and Contractor do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Contractor. In consideration of the mutual promises contained in this Agreement, Dewey-Humboldt engages the Contractor to render services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by Dewey-Humboldt, the services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work is set forth in Exhibit A.

1.3 Responsibility of the Contractor.

1.3.1 Contractor hereby agrees that the documents and reports prepared by Contractor will fulfill the purposes of the Agreement, 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 and reports prepared by Contractor shall be prepared in accordance with professional standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.2 Contractor shall tour the Services site and become familiar with existing conditions, prior to commencing the Services and notify Town of any constraints associated with the Services site.

1.3.3 Contractor shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.4 Contractor shall designate **Adam Brill, Project Director** as its Contractor Representative and all communications shall be directed to him. Key Contractor Personnel are set forth in Exhibit B. “Key Personnel” includes the Contractor employee who will have significant responsibilities regarding the Services and Project. Prior to changing such designation Contractor shall first obtain the approval of Dewey-Humboldt.

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

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

1.3.7 Contractor shall coordinate its activities with Dewey-Humboldt's Representative and submit its reports to Dewey-Humboldt's Representative.

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

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

1.4 Responsibility of Dewey-Humboldt.

1.4.1 Dewey-Humboldt shall cooperate with the Contractor by placing at his disposal all available information concerning the Services. Town agrees to obtain its own legal, insurance and financial advice Town may require for the Project.

1.4.2 Dewey-Humboldt designates Yvonne Kimball as its Dewey-Humboldt Representative. All communications to Dewey-Humboldt shall be through its Dewey-Humboldt Representative.

1.5 Term; Renewal.

This Agreement commences on **October 7, 2014**. Services shall be complete on or before **December 8, 2014**.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of the Services, including its subcontractor(s), shall be set forth in Exhibit C and shall be a lump sum of \$12,060.00, plus not to exceed \$762.00 for reimbursable costs. Amounts due shall be paid upon completion of the Services.

2.2 The Contractor shall provide to Dewey-Humboldt its completed W-9 Form prior to receipt of any Compensation.

3. CHANGES TO THE SCOPE OF SERVICES

Dewey-Humboldt may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit E. If such changes cause an increase or decrease in the Contractor's cost or time

required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Contractor will be allowed by Dewey-Humboldt except as provided herein, nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless Dewey-Humboldt first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

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

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

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, Dewey-Humboldt, 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 Dewey-Humboldt, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Contractor's insurance shall be primary insurance as respects performance of the Services and in the protection of Dewey-Humboldt 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, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Dewey-Humboldt, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

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 Dewey-Humboldt. Contractor shall be solely responsible for any such deductible or self insured retention amount. Dewey-Humboldt, at its option, may require Contractor to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Dewey-Humboldt and Contractor. Contractor 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, Contractor shall furnish Dewey-Humboldt with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage specified in this Agreement, and that such coverage and provisions are in full force and effect. Acceptance and reliance by Dewey-Humboldt 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 Dewey-Humboldt Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Dewey-Humboldt, 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 Contractor's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Dewey-Humboldt, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Contractor under this Agreement.

4.10.4 Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: Contractor shall maintain "occurrence" from 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, Dewey-Humboldt, 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 applicable to this Project.

4.11.2 Professional Liability: Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. Professional Liability coverage specifically 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 Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3 Vehicle Liability: Contractor shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each accident on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Dewey-Humboldt, 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: Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance Services under this Agreement, and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Dewey-Humboldt, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Services in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify Dewey-Humboldt, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Services in the performance of this Agreement, including any employee of the Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable, including Dewey-Humboldt. Such indemnity does not extend to Dewey-Humboldt's negligence.

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

6. TERMINATION OF THIS AGREEMENT

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

6.2 Payment to Contractor Upon Termination. If the Agreement is terminated, Dewey-Humboldt shall pay the Contractor 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 Contractor for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor'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 Contractor agrees that duly authorized representatives of Dewey-Humboldt 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 Contractor involving transactions related to this Agreement.

7.3 Ownership of Documents and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of Dewey-Humboldt unless otherwise agreed to by both parties. Dewey-Humboldt may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Dewey-Humboldt's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor 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, 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. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not Dewey-Humboldt's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. The Contractor agrees that it is a separate and independent enterprise from Dewey-Humboldt, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and Dewey-Humboldt, and Dewey-Humboldt will not be liable for any obligation incurred by the Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify

program. If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

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

7.8 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:

DEWEY-HUMBOLDT:

Town Manager
Town of Dewey-Humboldt
P.O. Box 69
2735 South Highway 69, Suite 12
Humboldt, Arizona 86329

CONTRACTOR:

Adam Brill, Project Director
Abacus Project Management, Inc.
2929 N. Central Avenue
Suite 1000
Phoenix, Arizona 85012

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

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

8. SUSPENSION OF WORK

8.1 Order to Suspend. Dewey-Humboldt may order the Contractor, 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 Dewey-Humboldt.

8.2 Adjustment to Fee. 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 Dewey-Humboldt 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 Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

9. INTERESTS AND BENEFITS

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

9.2 Interest of Dewey-Humboldt Members and Others. No officer, member or employee of Dewey-Humboldt 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 Notice Regarding A.R.S. § 38-511. This Agreement is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Dewey-Humboldt thereto.

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

TOWN OF DEWEY-HUMBOLDT

By: _____
Terry Nolan, Mayor

ATTEST:

By: _____
Judy Morgan, Town Clerk

APPROVED AS TO FORM:

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

CONTRACTOR

By: _____
Jeff Turner, Principal

By: _____
Russell Thompson, Principal

Its: _____

PROPOSED

EXHIBIT A SCOPE OF WORK

Contractor shall conduct a study to evaluate Dewey-Humboldt's current space and facility needs, and develop a preliminary program and cost estimate to help the Town evaluate its options for municipal facilities.

Background:

The Town of Dewey-Humboldt's current municipal facilities are housed in approximately 2,600SF of leased commercial space in an existing commercial strip mall type facility located at the intersection of Highway 69 and Main Street in Dewey-Humboldt, AZ. The Town has been leasing this space since approximately 2008 with the most recent lease renewal occurring in December of 2013. The existing lease term is 2-years, and will expire in December of 2015. In addition to the 2,600SF of space, the Town also has approximately 600SF of space in an adjacent building that currently houses 2 ½ sheriff deputies. The Town also has a Library of approximately 2,000SF with 1 full-time Librarian and 1 part-time volunteer. These two additional spaces are also currently housed in leased spaces.

The current population of Dewey-Humboldt is approximately 4,000 residents, and the Town anticipates that in a favorable economic environment, this could potentially grow to 5,000 residents over the next 10-20 years.

The 9 full-time and 2 part-time employees currently employed by the Town, along with the Town's limited storage space are pushing the existing square footage in the leased space to its limits of functionality. Additionally, the Town anticipates it could potentially grow anywhere from 1-2 up to 5 additional employees to accommodate the Town's potential growth over the duration noted above.

Services:

Contractor's Project Management & Space Needs/Programming Consultant
Services include:

A. Existing Facilities Assessment:

Contractor shall provide an in-depth review of the Town's existing facilities. Contractor shall document the existing furniture, fixtures and equipment that the Town would like to keep, and the special system needs for each department.

B. Precedence Study/History Research:

Contractor and its architectural partner Architekton, and any subcontractors, shall assess the existing architecture of Dewey-Humboldt, and search for elements to draw inspiration from. The architecture created should fit within the surrounding context. Contractor shall do in-depth research into the history of Dewey-Humboldt, and look for unique characteristics to develop a strong design direction.

F. Programming Meeting, Stakeholder Interviews and Preliminary Program Development:

Contractor shall work collaboratively with Dewey-Humboldt in a programming and design workshop. Contractor shall request all stakeholders participate in this meeting. Contractor starts with a visioning session to receive direction on the qualitative needs of the Town. Contractor then holds short interviews with the key stakeholders to quantify their needs. Contractor balances that information with future projections of population growth and trends within the Town administration to arrive at a complete program document.

F. Create Adjacency Plan of the Preliminary Program:

Contractor shall take the program document and formalize it into a conceptual floor plan that represents needed adjacencies, department separations and areas of future growth for Town review, comment and approval.

E. Elevation Study – Prepare 3-D Model of the Plan:

Taking the preliminary program, the conceptual floor plan and the information obtained during the precedence and history research, Contractor shall extrude the plan into a 3-D representation and develop preliminary imagery as to what the potential building or buildings could start to look like. This could involve elevation studies or a 3-D massing model that includes design elements and architecture that are specific to the Town of Dewey-Humboldt.

F. Develop Budgetary Cost Estimate:

Based on the above preliminary program, floor plan and elevation/massing study, Contractor shall develop a budgetary cost estimate that will identify all the main scope elements and their anticipated hard construction costs and other construction related costs. Contractor shall develop this cost based on its historic experience with similar facilities, the local construction climate and the anticipated complexity of the architecture and program. This cost estimate will be presented in a format that is acceptable to Dewey-Humboldt, and that can be easily understood by the project team and all project stakeholders. This budgetary cost estimate can then serve as a baseline road map should the Town elect to move forward with the project.

As an additional service, Contractor could also take this cost estimate and develop a more comprehensive “Total Program Development Budget” that would identify all project related costs; including soft costs, construction, land, entitlements, furniture, fixture and equipment (FF&E) costs.

EXHIBIT B
CONTRACTOR'S KEY PERSONNEL AND SUBCONTRACTORS

KEY PERSONNEL:

Abacus:

- **Jeff Turner, Principal**
- **Adam Brill, Project Director**
- **Larry Brown, Sr. Cost Estimator**
- **Ruth Knapp, Admin. Assistant**

SUBCONTRACTORS:

Architekton:

- **Joe Salvatore, Principal**
- **Michael Rosso, Project Architect**
- **Carmen Moussa, Interior Architect**

PROPOSED

EXHIBIT C COMPENSATION

A. Compensation

1. Contractor's fee shall be a lump sum of \$12,060.00 , plus \$762.00 for reimbursable costs for mileage and reproductions, as set forth in the chart below.
2. The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.

Item	Date	Phase	Abacus			Architekton			Total Proposed Hours Per Task	Total Labor Fee Per Task
			Principal	Program Director	Sr. Cost Est.	Principal	Project Architect	Interior Designer		
1	April / May	Preparation Phase								\$2,000
2		Existing Facility Assessment	0	4	0	2	0	0	6	\$1,000
3		Precedence Study	0	0	0	2	0	0	2	\$400
4		History Research	0	2	0	0	2	0	4	\$600
5										
6	April / May	Visioning & Programming Phase								\$10,060
7		Programming Mtg & Stakeholder Interviews	0	4	0	4	0	0	8	\$1,400
8		Develop the Program	0	2	0	0	4	6	12	\$1,650
9		Create Adjacency Plan of the Program	0	0	0	0	2	8	10	\$1,300
10		Elevation Study - Prepare 3-D Model of the Plan	0	0	0	0	8	2	10	\$1,450
11		Develop Budgetary / Program Cost Estimate	0	6	24	0	0	0	30	\$4,260
Total Hours			0	18	24	8	16	16	82	
Total Hourly Rate - 2014 (Labor + OH + Profit)			\$200.00	\$150.00	\$140.00	\$200.00	\$150.00	\$125.00		
Total Hourly Rate - 2015 (Labor + OH + Profit)			\$200.00	\$150.00	\$140.00	\$200.00	\$150.00	\$125.00		
Sub-Total			\$0	\$2,700	\$3,360	\$1,600	\$2,400	\$2,000	\$12,060	\$12,060

Summary							Fee & Reimb.
Total Reimbursables							
- Mileage (Pre-Const Phase)*	4	Trips	x		160 miles	640	\$362
- Mileage (Construction / Closeout Phase)*	0	Trips	x		0 miles	0	\$0
- Reproduction Costs (printing, scanning etc.)							\$400
- Cellphones, Postage, Insurance, Etc.							Included
Grand Total							\$762

* Mileage assumes (4) trips at 160 miles round trip from office; .566 per mile
Only actual miles will be billed and used if needed.

Construction Budget (assume): TBD

Total (Fee + Reimbursables): **\$12,822**

Fee only as a % of Construction: TBD

Total as a % of Construction: TBD

C. Additional Services/Hourly Rate Schedule

Should Contractor be requested to provide Additional Services, as evidenced by a signed Change Order from Dewey-Humboldt, Contractor shall bill for its personnel according to the following hourly rate schedule:

Position Title	Billable Rate
Principal	\$200.00
Project Director	\$150.00
Project Manager	\$135.00
Sr. Cost Estimator	\$140.00
Project Architect	\$150.00
Interior Designer	\$125.00
Administrative Support	\$60.00

The maximum fee for the additional services shall be provided in the Change Order in the form attached as Exhibit D.

**EXHIBIT D
CHANGE ORDER**

CHANGE ORDER NO. _____

Distribution: DEWEY-HUMBOLDT []
CONTRACTOR []
OTHER []

PROJECT: _____ DATE: _____
OWNER: Town of Dewey-Humboldt
CONTRACTOR:
AGREEMENT DATED:

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Dewey-Humboldt and Contractor.

Signature of Contractor indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders _____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of

The new compensation under the Agreement including this Change Order will be

The Contract Time will increase by _____

ACCEPTANCE STATUS:

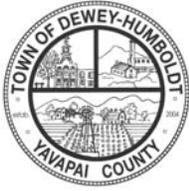
Contractor
By _____

Town of Dewey-Humboldt
By _____

Date _____

Date _____

[Page intentionally left blank]



TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
Phone 928-632-7362 ▪ Fax 928-632-7365

TOWN COUNCIL REGULAR MEETING
October 7, 2014, 6:30 p.m. Town Council Meeting Chambers
Agenda Item # 9.2. "Development Fee" repealing ordinance.

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

Date submitted: October 1, 2014

Recommendation: Adopt the ordinance

Summary:

The Town's Development Fee Program has expired as of July 31, 2014 by operation of the law (ARS 9-463.05). The purpose of this ordinance is to formalize the expiration of the Town's Development Fee Program.

Staff discussed the Development Fee subject with the Council in 2013 and recommended to discontinue the Development Fee Program, in light of the state law changes made in 2011.

To briefly reviewing the reasons for Staff's recommendation: in 2011, Arizona State Legislature amended the requirements for municipalities to charge Development Fees. As a result, the procedures and cost to impose Development Fees has become onerous, especially for small municipalities.

The Town Attorney and I have had numerous discussions on this issue; the Town Attorney recommends Dewey-Humboldt discontinue the Development Fee program beginning August 1, 2014 (the date is reflective of ARS requirement). We estimated that at least \$60,000 would be needed to prepare necessary documents in order to continue to impose Development Fees. I also contacted other municipalities and found that small municipalities such as Clarkdale and Youngtown decided not to continue Development Fees beginning August 1st.

Staff respects the "pay as you go" approach for new developments. However, the Town's growth rate, and the State requirements for impact fees do not warrant imposition of Development Fees.

Enclosed is the repealing ordinance to rectify the discontinuance of Development Fees.

ORDINANCE No. 14-108

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, COUNTY OF YAVAPAI, ARIZONA, REPEALING ORDINANCES 05-14 AND 09-59, AND AMENDING THE TOWN OF DEWEY-HUMBOLDT, ARIZONA CODE OF ORDINANCES, TITLE XV LAND USAGE, CHAPTER 153 ZONING REGULATIONS, BY REPEALING SECTION 153.229 DEVELOPMENT FEES, ALL RELATED TO THE REPEAL OF DEVELOPMENT FEES IN THE TOWN CONSISTENT WITH A.R.S SECTION 9-463.05 AS AMENDED BY CHAPTER 243 ADOPTED IN 2011; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Town Council of the Town of Dewey Humboldt previously adopted Ordinances Nos. 05-14 and 09-59 imposing development fees on new development in the Town; and

WHEREAS, the Town codified the development fees in Section 153.229 of the Town Code; and

WHEREAS, Arizona Revised Statutes ("A.R.S.") § 9-463.05 was amended in 2011 to provide new procedures for the imposition of development fees; and

WHEREAS, the Town of Dewey-Humboldt elected not to adopt new development fees pursuant to A.R.S. § 9-463.05, as amended, and the Town Council desires to repeal Ordinance No. 05-14, Ordinance No. 09-59 and Section 153.229 of the Town Code.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, that Ordinance No. 05-14, Ordinance No. 09-59 and Section 153.229 of the Town Code are hereby repealed.

BE IT FURTHER ORDAINED that all other code provisions, ordinances, or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date hereof.

BE IT FURTHER ORDAINED that if any section, subsection, sentence, clause, phrase, or portion of this Ordinance as amended is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, this ____ day of _____, 2014, by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this ____ day of _____, 2014.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

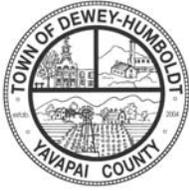
APPROVED AS TO FORM:

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

I, JUDY MORGAN, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. _____ ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA, ON THE ____ DAY OF _____, 201__, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 201__.

Judy Morgan, Town Clerk

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TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
Phone 928-632-7362 ▪ Fax 928-632-7365

TOWN COUNCIL REGULAR MEETING

October 7, 2014, 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 9.3. FEMA Community Rating System (CRS) annual recertification for the Town of Dewey-Humboldt.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: October 1, 2014

Recommendation: Approve the form and authorize the Mayor to execute the form.

Summary:

CRS forms comes to Council every year, over the last few years. Yavapai County Flood Control District handles all details and each year requires Council's acknowledgement of the program.

I recommend the Council approve the form so that the Mayor can execute the document and Staff will submit the complete form to Yavapai County Flood Control District.

Attachments: CRS form, and cover letter; Yavapai County Flood Control Director memo to Board of Supervisor

Meeting Date: 09/15/2014

Submitted Dan Cherry, Flood Control

For:

Department: Flood Control

Information

Action Requested

Flood Control District - Approve completion of an annual recertification document for the Flood Control District's Community Rating System (CRS) Program and execution of the document that will be provided to the Federal Emergency Management Agency. All County Areas.

Brief Explanation of Need

The Community Rating System (CRS) program is a voluntary program the Yavapai County Flood Control District participates in with the Federal Emergency Management Agency (FEMA) and the National Flood Insurance Program (NFIP). The District receives credit points for performing and documenting specific floodplain management activities above the minimum requirements of participation in the National Flood Insurance Program. Through the District's CRS classification, the citizens of unincorporated Yavapai County receive a discount on Federally sponsored flood insurance policies. The program requires a full review every five years and program and activity recertification annually in the interim years. FEMA requires recertification only in 2014, with our next full program review due in 2015. District staff has reviewed the attached annual recertification form and requests approval by the Board of Directors and execution of the form by the Board Chairman.

Presenter

Dan Cherry, Director

Source of Revenue

No cost.

Have Notice/Publication Requirements Been Met

N/A

Contract or Agreement

See attached document.

Fiscal Impact

Total Cost:

No Cost

Source of Revenue:

Name of Account to be Paid From:

Number of Account to be Paid From:
Was this item budgeted for:
Fiscal Impact:

Attachments
2014 Annual CRS Recertification Form

YAVAPAI COUNTY FLOOD CONTROL DISTRICT

W W W . Y C F L O O D . C O M

1120 COMMERCE DRIVE
PRESCOTT, AZ 86305
928.771.3197 PHONE
928.771.3427 FAX



10 S. 6TH STREET
COTTONWOOD, AZ 86326
928.639.8151 PHONE
928.639.8118 FAX

August 27, 2014

Honorable Terry Nolan, Mayor
Town of Dewey-Humboldt
2735 S. Highway 69, Suite 10
Dewey-Humboldt, AZ 86320

RE: FEMA National Flood Insurance Program – Community Rating System (CRS)

Mayor Nolan,

Yavapai County originally submitted a CRS application in 1990 for Yavapai County. When the Town of Dewey-Humboldt incorporated, the District added the Town to the CRS application. Every year since, as the Town's floodplain administrator, the District has recertified that it is implementing the activities for which it has earned credit. The process is completed each year with a deadline of October 1st.

Also, every five years the District meets with the Insurance Services Office, Inc. (ISO) to review and verify the credited activities. The last meeting was in March of 2010, with the next visit expected in 2015.

I have enclosed the CRS recertification form. Please review it and return it to me as soon as possible so that I can complete the verification packet to the ISO/CRS coordinator.

Please do not hesitate to contact me if you have any questions about the program. Thank you for your cooperation.

Sincerely,
YAVAPAI COUNTY FLOOD CONTROL DISTRICT

A handwritten signature in black ink, appearing to read "Lynn C. Whitman".

Lynn C. Whitman, P.E., CFM
Flood Control District Engineer, CRS Coordinator

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Section 1. Community Data

If there are any changes or corrections to the information in this section, please line out the old item and write in the correction.

Community: **Dewey-Humboldt**, Town of State: AZ NFIP Number: 040061

Recertification Date: **10/01/2013**

Chief Executive Officer:

Name: Hon. Terry Nolan Title: Mayor

Address: 2735 S. Highway 69, Suite 10, Dewey-Humboldt, AZ 86320

CRS Coordinator:

Name: Ms. Lynn Whitman Title: Director Engineer

Address: 1120 Commerce Drive, Prescott, AZ 86305

Coordinator's Phone: (928) 771-3197 Fax: (928) 771-3368

Email address: lynn.whitman@yavapai.us

We are maintaining, to the best of my knowledge and belief, in force all flood insurance policies that have been required of us as a condition of federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area shown on our Flood Insurance Rate Map.

Section 2. Certification

I hereby certify that this community is continuing to implement the activities noted below as credited under the Community Rating System and described in our original application and subsequent modifications.

Signed: _____
 Hon. Terry Nolan, Mayor

Date: _____

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Section 3. Community Activities

Your community has been verified as receiving CRS credit for the following activities. If your community is still implementing these activities the CRS Coordinator needs to put his or her initials in the blank and attach the appropriate items. The numbers refer to the activity number which is found in the CRS Coordinator's Manual.

- AW 310 We are maintaining Elevation Certificates on all new and substantially improved buildings in our Special Flood Hazard Area.
- AW 310 **Attached** are copies of Elevation Certificates for new and substantially improved buildings in our Special Flood Hazard Area completed since October 1, 2013. [____ Initial here if there were no new or substantially improved buildings completed since October 1, 2013].
- AW 310 We continue to make copies of Elevation Certificates on newer properties available at our present office location. [____ Initial here if your office address has changed in the past year. Please provide new address with this form.]
- AW 320 We are providing Flood Insurance Rate Map information and information on the flood insurance purchase requirement to inquirers. [____ Initial here if the office address or the manner in which requests may be submitted has changed in the last year. Please provide the new office address or manner of submittal with this form.
- AW 320 **Attached** is a copy of one page of the log, a letter, or other record that we kept on this service this year.
- AW 320 We are continuing to keep our FIRM updated and maintain old copies of our FIRM.
- AW 330 **Attached** is a copy of one page of the log, a letter, or other record that we kept on this service this year.
- AW 330 **Attached** is a description of this year's annual outreach project to floodplain residents.
- AW 330 **Attached** is a copy of this year's annual outreach project to the community.
- AW 330 **Attached** is a copy of this year's annual outreach project(s) we conducted this year.
- AW 340 People looking to purchase floodprone property are being advised of the flood hazard through our credited hazard disclosure measures.
- AW 350 Our public library continues to maintain flood protection materials.
- AW 360 We continue to provide flood protection assistance to inquirers.

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Dewey-Humboldt, AZ

FEMA #040061

- LW 360 **Attached** is a copy of the document that told others about this service this year. [Initial here if the information is included in your annual outreach project to the community or to the flood plain properties. Mark the attachment to Activity 330 to show where this service is publicized.]
- LW 360 **Attached** is a copy of one page of the log, a letter, or other record that we kept on this service this year.
- LW 410 We continue to use our additional regulatory flood data before a new development can proceed in our floodplain.
- LW 430 We continue to enforce the floodplain management provisions of our zoning, subdivision and building code ordinances for which we are receiving credit. [] Initial here if you have amended your floodplain regulations. Attach a copy of the amendment.
- LW 430 We continue to enforce our zoning ordinance in the credited low-density zones and/or areas of our community receiving credit for land development criteria. [] Initial here if you have changed the allowable density of development in any of your zoning districts, rezoned parcels in the floodplain or changed your land development criteria. Attach a copy of the amendment.
- LW 440 We continue to use and update our digitized mapping system.
- LW 440 We continue to use and update our digitized parcel record system.
- LW 440 We continue to maintain our elevation reference marks.
- LW 450 We continue to enforce the stormwater management provisions of our zoning, subdivision and building code ordinances for new developments in the watershed. [Initial here if you have amended your stormwater management regulations. Attach a copy of the amendment.]
- LW 450 We continue to enforce the requirement that all new buildings outside the SFHA must be elevated above the street or otherwise protected from drainage problems.
- LW 540 We continue to implement our drainage system maintenance program.
- LW 540 **Attached** is a copy of a typical inspection report and a copy of the record that shows that any needed maintenance was performed.
- LW 540 We continue to implement our Capital Improvement Projects program to improve drainage or correct drainage problems.

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

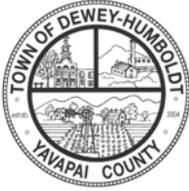
Dewey-Humboldt, AZ

FEMA #040061

AW 610 We have maintained and tested our flood threat recognition system.

AW 610 **Attached** is a report evaluating how our flood warning program worked during the flood(s) we had this year. AW Initial here if your community did not have a flood that qualifies for evaluating the program (i.e., a flood that damaged more than 10 buildings, caused more than \$50,000 in property damage, or caused the death of one or more persons.)]

AW 610 **Attached** is a copy of this year's outreach document that told people about the flood warnings and safety measures. [] Initial here if the information is included in your annual outreach project to the community or to flood plain properties. Mark the attachment to Activity 330 to show where the flood warnings and safety measures are explained.]



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

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: next available

Date of Request: 9.11.14

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):

Scheduling of Phase 1 Summary Session for DH Town Visioning Project with Rich Bowan (NAU) facilitating discussion of summary results and next steps.

Purpose and Background Information (Detail of requested action). To schedule a session with Mr. Bowan to discuss Summary of last two meetings on Town Visioning plus "Next Steps" inviting the Town Stakeholders/Public to participate in the dialogue and format for that participation.,

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: _____

Type of Presentation: verbal

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.

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COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: October 7, 2014

Date of Request: Sept 25, 2014

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):

Request for Presentation by: Ms Barbara Robinson
from Yavapai College

Purpose and Background Information (Detail of requested action):

To give an update on College + present
Board Survey Results

Staff Recommendation(s):

Budgeted Amount: 0

List All Attachments:

Type of Presentation: Oral

Special Equipment needed: Laptop Remote Microphone

Overhead Projector Other:

Contact Person: Mayor, Terry Nolan

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