

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

Tuesday, May 3, 2016, 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, Dennis Repan, Nancy Wright; Doug Treadway; 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. Municipal Clerks Week Proclamation.

5. Town Manager's Report. Update on Current Events. No legal actions can be taken. Council may ask town staff to review an operational matter at this time, or may ask that a matter be put on a future agenda for actions or further discussion. Possible matters and projects are related to Town general administration, Finance, Public Works, Community Development.

5.1. Staff report of the April 7 P&Z discussions of the matters related to proposed animal ordinance regarding Chapter 153 zoning regulations.

6. Consent Agenda.

6.1. Minutes. Minutes from the March 22, 2016 Special Session.

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.

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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 16-124 Amending Town Code of Ordinances, Title IX General Regulations, Chapter 90 Animals. Possible adoption, rejection, modification. (Revisions directed at the March 22nd meeting).

31

8.2. Review and discussion of regular council meeting of 1/5/16, agenda item 5.2 Entitled “Town attendance at the January 2017 Rural Transportation Summit in Yuma”. [Tabled from February 16, 2016 meeting. Originally submitted as a CAARF request from CM Repan]

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

43

9.1. Call of Election.

47

9.2. Authorization of establishing a Wells Fargo Savings Account and maintain a sufficient cash balance. Possible Council authorization or rejection.

49

9.3. 2016 Spring Chip-seal project contract award. Possible award of the contract to a contractor.

97

9.4. Richard Heath, Director of Greater Prescott Regional Economic Partnership (GPREP) would like to make a presentation to council. [CAARF requested by CM Repan]

9.5. Consultation with the Town Attorney on road maintenance issues (as directed at the April 26 special meeting). Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purpose. When the Executive Session ends, Council may act on any matter considered on the agenda.

9.5.1. Recess into and hold an Executive Session pursuant to A.R.S. 38-431.03 (A)(3). Discussion or consultation for legal advice with the attorney or attorneys of the public body pertaining to road maintenance proposals.

9.5.2. Reconvene into Open Session.

10. Public Hearing Agenda.

THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.

11. Adjourn.

For Your Information:

Next Town Council Meeting: Tuesday, May 17, 2016, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, May 5, 2016, at 6:00 p.m.

Next Town Council Work Session: Tuesday, May 10, 2016, 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 _____, 2016, 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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Municipal Clerks Week

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Municipal Clerk is the oldest among public servants; and

Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and

Whereas, The Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk,

Now, Therefore, I, Terry Nolan, Mayor of the Town of Dewey-Humboldt, do recognize the week of May 1 through May 7, 2016, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Judy Morgan, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

In Witness Whereof, I have hereunto set my hand this 4th day of May, 2016.

Terry Nolan, Mayor
Town of Dewey-Humboldt

Judy Morgan
Town Clerk

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

MEMO

Date: April 13, 2016
To: Yvonne Kimball
From: Steven Brown
Re: P&Z review of Section 153 Animal Ordinance, proposed amendments

On April 7, 2016, the Planning and Zoning Advisory Commission had on their agenda a discussion of proposed amendments to Section 153 of the Town Code with special emphasis on the Animal Quota Chart and the options for how to adopt and amendment of that chart.

The Commission was provided with Memo (see attached) analyzing the quotas and how they are managed in Chino Valley, Prescott Valley and Yavapai County as well as Dewey-Humboldt. They were presented with the two basic differences in the approaches by these jurisdictions and engaged in a spirited discussion of the Pros and Cons that staff also provided in a separate Memo (see attached).

Comment was solicited from the public in attendance, and the Commissioners discussed the comments received, amongst themselves.

In the end, no conclusion was reached regarding the Quota Chart, but the Commission directed staff to undertake a task analyzing the General Plan with regard to the proposed amendments (see attached), to be completed prior to their next meeting on May 5, 2016.

The Commission voted unanimously to undertake public outreach by each of the Commissioners before the next meeting. They each committed to reach out to at least three (3) citizens and seek their opinion on the amendment proposals.

The Commission voted to table further consideration of Section 153 until their May 5, 2016 meeting.

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**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
STUDY SESSION MINUTES
MARCH 22, 2016, 2:00 P.M.**

A STUDY SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MARCH 22, 2016, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** The meeting was called to order at 2:02 p.m. Vice Mayor Treadway presided.
2. **Roll Call.** Town Council Members Arlene Alen, Jack Hamilton, Nancy Wright; and Vice Mayor Doug Treadway were present. Council Members Mark McBrady, Dennis Repan and Mayor Terry Nolan were absent.
3. **Study Session.** No legal action to be taken.

3.1. Continued discussion of proposed Animal Ordinances(s) [as directed at February 23, 2016 Special Session]. Vice Mayor Treadway opened the meeting by thanking the community for their interest and participation. VM Treadway recognized the attendance of Judge Catherine Kelley, Town Attorney Susan Goodwin, Officer Dean of Yavapai County Animal Control; and Steven Brown, D-H Community Planner/Code Officer (CP/CO). Vice Mayor Treadway also acknowledged Debby Pomeroy's review of the animal ordinances.

CP/CO Brown gave an overview of the results of his research pursuant to the direction given by Town Council at the February 23, 2016, Special Council Meeting.

CP/CO Brown spoke to Council regarding their request that research be done on the current town code section regarding unclaimed, impounded dogs being considered abandoned at 72 hours, and what the implications would be of increasing this time period to 14 days. CP/PO Brown stated that research gleaned that 72 hours is the minimum state statute requirement. Captain Jeff Newnum, YCSO, deemed the 14-day hold period to be cost restrictive, at an estimated \$200,000 fiscal year cost, citing that the Board of Supervisors would not condone this.

Council directed staff to compare the proposed ordinance 16-124 to Yavapai County's ordinances regarding animals. The comparison (included in attachments) resulted in D-H and YC ordinances being consistent in enforcement actions while D-H provided more detail on care and maintenance. Additionally, D-H is more expansive in its addressing Dangerous Animals than YC.

Council directed staff to research how other agencies in the County handle "allowed animal chart" comparing the town's quota to other agencies. (Memo attached) Mr. Brown spoke that in conclusion, each jurisdiction has its own regulations, Prescott Valley provided for unlimited animals in AG district, but makes limitations within all other districts by simply stating that other than AG, they are limited to 2 per acre, and you must have a minimum 1 acre to have animals. In Chino Valley, it appears that animals are unlimited in all zoning districts with a requirement for a minimum of 1 acre. In Yavapai County, the districts and the animals allowed are identical to the Town except where they are more permissive with regard to swine.

Council directed staff to come up with suggested language to clarify the enforcement authorities for animal control and property maintenance standards. Mr. Brown's proposed revision: " 90:98 CITATION ISSUE TO OWNERS (A) For the purposes of this section and 90.50, the enforcement officer shall be the town code enforcement officer or designee and for the enforcement of all other sections, the enforcement officer shall be the Yavapai County Animal Control Officer or other designated agent.

Town Council Special Study Session Meeting Minutes, March 22, 2016
CP/CO Brown spoke that the two proposed animal ordinances were posted online March 4, 2016 - attachment #4. The current ordinances were posted as well - attachment #5.

CP/CO Brown cited that Council and Staff received proposed language and revisions from Debby Pomeroy in regard to the proposed ordinances - attachment #6. Councilmember Wright incorporated attachment #6 into the originally proposed ordinance amending Chapter 90 Animals - attachment #7.

Councilmember Wright recommended reviewing the ordinance with Ms. Pomeroy's additional proposed changes, paragraph by paragraph, beginning with the Definitions - Pg. 35 of the agenda packet. Ms. Pomeroy's proposed revisions were highlighted in the packet. [Page numbers reference the Agenda Packet of 3/22/16.]

1. Adequate Care - Council did not adopt Pg. 44
2. At Large - Council kept the current definition – “Being neither confined by an enclosure nor an electronic fence capable of restraining the animal, nor physically restrained on a leash.” Pg. 44
3. Cruelly Mistreat - Accepted proposed version – “To beat, cruelly ill-treat, abandon, torment, overwork or otherwise abuse an animal, torture or inflict unnecessary serious physical injury on an animal or to kill an animal in a manner that causes protracted suffering to the animal.” Pg. 44
4. Cruelly Neglect - Council kept the current definition – “To fail to provide an animal with necessary food, water or shelter.” Pg. 44
5. Dangerous Animal - Council kept the current version Pg. 45
7. Dog – No Change – Council kept the current version Pg. 45
6. Code Enforcement Officer - Changed to Enforcement Officer – “Any person responsible for the enforcement of this chapter.” Pg. 45
Farm Animals – Council discussed and accepted as the definition – “Any animals other than household pets” Pg. 45 (pets (household) already in code. It will be changed to confirm with direction given at his meeting)
8. Micro Chip – Accepted Definition – “A device implanted in a dog, used for identification, usually between the withers of a canine.” Pg. 45
9. Nuisance – Council did not adopt the proposed version Pg. 45 & 46
10. Owner – Delete both definition versions Pg. 46
11. Responsible Person – Council chose to delete the term and definition for “Owner” and go with “Responsible Person – “Person who has the responsibility for the possession, care, custody, or control of an animal.” Pg. 46
12. Vaccination – Accepted proposed definition adding “rabies” to definition name, and removing “anti-“, from anti-rabies in description; Pg. 46
13. Under Control – Council did not adopt Pg. 46
14. Working dogs – Accepted proposed definition with addition of “guardian dogs” and including “under supervision of a responsible person and while carrying out these purposes” Pg. 46

Public Comment: Debby Pomeroy spoke to the basis for her definition of “working dogs”, that is a substitute for all other terms, i.e. hunting, service, guardian..., more concise was the goal.

15. Move it to “Definitions” (Town Attorney Goodwin excluded YCACO and CEO from definitions intentionally) Pg. 46

90.02 General Provisions 2,3, & 4 accepted Pg. 46

6. At Large – (A) Council kept current this version substituting “responsible person’s” for “owner’s” Pg. 47

7. Council did not accept this version Pg. 47

(B) Council accepted this version with the substitution of “a responsible person” instead of “owner” – “Any dog over the age of four months shall have a current identification number issued by Yavapai County and, except as otherwise provided in this paragraph, wear a collar or harness to which is attached a valid rabies tag. Dogs shall not be required to wear a collar or harness with a valid rabies tag attached while being used for control of farm animals, while being used or trained for hunting, while being exhibited or trained a kennel club event, while engaged in races approved by the Arizona Racing Commission or while be transported to and from such events, provided that they are properly vaccinated and controlled on the property of a responsible person.” Pg. 47

19. & 20. Council did not accept these versions Pg. 47

Public Comment: Lindsey Statler asked if micro-chips were a requirement. Council negated this assumption.

20. (C) Council did not accept this version Pg. 47

26. Council accepted this version – “it shall be unlawful for a responsible person to maintain a dog that excessively barks, howls, or other noises or otherwise disturbs the peace and quiet of nearby neighbors.” Pg. 47

Public Comment: Ulys Brooks spoke that limiting complaints to nearby neighbors within a reasonable distance being a good idea.

27. & 28. Council did not accept Pg. 48

(D) Council accepted this version changing “owner” to “responsible person” – It shall be unlawful for the responsible person of farm animals, to permit such farm animals to run at large within the corporate limits of the town. Farm animals roaming at large within the corporate limits of the town shall be retrieved by the responsible person within a reasonable period of time after notification.” Pg. 48

(E) Council did not accept this version Pg. 48

(F) ANIMAL CARE (1) Council did not accept this version Pg. 48

22. Council accepted this version - “No Responsible Person shall fail to provide his animals with sufficient food and water, proper shelter and protection from the weather, or veterinary care when needed. Pg. 48

(2.) Council accepted this version – “No person shall cruelly mistreat or neglect an animal, or cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between animals and humans.” Pg. 48

23. Same as #2 – Strike Pg. 48

(3) Council accepted this version – “The Enforcement Officer, on a reasonable belief that very prompt action is required to protect the health or safety of an animal or the health or safety of other animals may immediately impound any animal that appears to be cruelly neglected or

otherwise cruelly mistreated as described in this section. The Enforcement Officer shall then request a hearing pursuant to this chapter for the disposition of the impounded animal.” Pg. 48 & 49

24. Council did not accept this version Pg. 48

(4) Council accepted this version – “Nothing contained herein shall prohibit or restrict any activity involving a dog, whether the dog is restrained or not, if the activity is directly related to the business of shepherding or herding livestock and the activity is necessary for the safety of a human, the dog or livestock or is permitted by or pursuant to Title 3 of the Arizona Revised Statutes. Pg. 49

24. Second version – Council did not accept this version - Pg. 49

90.03 Exemptions – Dogs Running at Large

(A) Council accepted this version with the addition of “while under control of a responsible person” - “A dog may run at large while participating in field trials, obedience classes, kennel club events, organized school or park-sponsored shows, while assisting the responsible person or being trained in legal hunting or in herding livestock, while assisting a police officer engaged in law enforcement duties, or while assisting its blind or deaf master, so long as sufficient control is exercised and the responsible person’s control would permit immediate leashing of the dog upon any person’ reasonable request.” Pg. 49

8. & 9. Council did not accept this version Pg. 50

9.(B) Council accepted this version - “A dog is allowed to occupy vehicles, including truck beds, without restraint, but upon leaving a vehicle or truck bed, it is considered to be at large.” Pg. 50

10. Council did not accept this version Pg. 50

90.04 Enforcement – Running at Large

Public Comment: Zach Adams spoke to this discussion having been solely on dogs, now with 90.04 farm animals are worked in – “Where is that coming from?”

(A) Council accepted this version, with the strike of “farm animal” – “Any dog which is running at large may be apprehended and impounded by the Enforcement Officer. The Enforcement Officer shall have the right to enter upon private property in order to apprehend any dog or farm animal that has been running at large, provided the Enforcement Officer is in reasonable pursuit of the dog.” Pg. 50

12. Strike Pg. 50

(B) Council did not accept this version Pg. 50

Public Comment: Elaine Carnes spoke on whether Enforcement would break down her gates if they are attempting to apprehend an animal on her property.

YCAC Officer Dean stated if they are in pursuit of an animal they have the authority to go on private property, but that they do so, only if it is an extreme situation or vicious animal. No, they would not break down gates.

13. Council accepted this version using the term “Enforcement Officer” – “Enforcement Officers may issue citations to the responsible person. The procedure for the issuance of a notice to appear shall be as provided by Peace Officers in A.R.S. 13-3903, except that the Enforcement Officer shall not make an arrest before issuing the notice. The issuance of

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citations pursuant to this subchapter shall be subject to the provisions of A.R.S. 13-3899.”
Pg. 51

13. (C) Accept – should be part of (D) Pg. 51

16. Struck (not addressed by Council Pg. 51

17. Not addressed by Council Pg. 51

17. (A) Struck Pg. 51

90.05 Release of Impounded Dog or Farm Animal (strike Farm Animal)

Public Comment: Cheryl Taylor spoke on #17 on Pg. 51 regarding the working-dogs definition including guardian dogs.

A. Council did not accept this version Pg. 51

50. Council accepted this version with the change from anti-rabies to rabies and striking the word “applicable” – “Any person requesting the release of an impounded dog shall provide proof of rabies vaccination, or shall obtain a rabies vaccination and shall pay for the costs of impoundment. Proof of ownership may be required prior to release.” Pg. 51

B. Council accepted this version striking “farm animals”; “applicable” and “anti” – “Any impounded dog which is not claimed within 72 hours shall be deemed abandoned. Enforcement Officers may take possession of abandoned dogs or may place the dog for sale or may dispose of the dog in a humane manner. Any person purchasing an abandoned dog shall obtain a rabies vaccination and pay the applicable impoundment fees.” Pg. 51

51. Council struck this version – Pg. 51

90.16 Determination of Town Magistrate

(A) Council accepted this version – “If the Enforcement Officer has reason to believe an animal is a dangerous animal, he may file a petition with the Town’s Magistrate Court for a determination that the animal is dangerous as defined in Section 90.01.” Pg. 52

54. Council did not accept this version Pg. 2

54.(B) Council accepted this version with the change of “owner” to “responsible person” – “The town’s magistrate shall notify the responsible person of the animal of the date, time and place of a hearing for a determination of a dangerous animal.”

55. No change Pg. 52

55. (C) Council accepted this version – “Following the hearing, the Town Magistrate may declare the animal to be dangerous as defined in Section 90.01.

56. Council did not accept this version Pg. 52

57. No Change Pg. 52

90.17 Control of Dangerous Animals

90.17 1st paragraph - Council did not accept this version Pg. 52

Public Comment: Debby Pomeroy spoke to the basis for the language regarding “responsible person”, giving the example of a child not being physically able to control a vicious or aggressive animal.

42. Council accepted this version – “No person having charge, care, custody of control of an animal determined to be a dangerous animal shall permit the animal off his or her premises

Town Council Special Study Session Meeting Minutes, March 22, 2016
unless the animal is securely restrained by a responsible person who can physically keep the animal in control.” Pg. 52

43. Council did not accept this version Pg. 52

Attorney Goodwin and Judge Kelley left the meeting at 4:07 p.m.

90.18 Killing of Dangerous Animals - Council kept this version – “Any law enforcement officer is hereby authorized to destroy any animal determined to be a dangerous animal when immediately necessary to protect any person or property.” Pg. 53

Mark Niebold spoke that anyone should be able to destroy a dangerous animal (not just law enforcement).

47. Council did not accept this version Pg. 53

90.19 Biting Animals – Council accepted this version Pg. 53

YCAC Officer Dean spoke to the statute saying you have the right to protect your family and property.

90.50 Maintenance Standards – No Change “Premises on which animals or fowl are kept shall be maintained in a manner not to unreasonably interfere with the use and employment of the properties of others, including but not limited to, compliance with the following maintenance standards:” Pg. 54

31. Council did not accept this version Pg. 54

(A) Council accepted this version Pg. 54

33. Council rejected this version Pg. 54

Last Paragraph Pg. 54 – Council accepted the following: “Animal manure and droppings shall be removed from enclosures such as pens, stables, yards, cages, and other enclosures and handled or disposed of in a manner free of health hazard or public health nuisance. Nothing in this subsection shall be deemed to prohibit the use of animal manure or droppings on any far, garden, lawn or ranch.”

Public Comment: Cheryl Taylor spoke to having 5 acres without a flat inch of land and the difficulties removing animal waste, if this were required by ordinance.

34. Council did not accept this version Pg. 55

(B) Council did not accept this version Pg. 55

Public Comment: Jerry Brady spoke to established Arizona laws that cover the subject matter of these ordinances and also referred to the original D-H mission statement which cited revising the rural nature of this community. Mr. Brady also spoke to this ordinance containing 57 pages and challenged anyone to remember even one page.

35. Council accepted a revised version as follows: “Watering troughs shall be equipped with adequate drainage to allow for adequate run-off to prevent a health hazard.” Pg. 55

C. Council did not accept this version Pg. 55 Council briefly discussed this section being covered under maintenance and not wanting to hold people to a daily requirement.

37. Council did not accept this version Pg. 55 (Comment above (C) referred to this section as well).

90.51 Nuisance Prohibited – this sub-chapter referred for Attorney Review Pg. 55

90.98 Enforcement – Citation Issued to Owners – (A); 59; (B); and 60 referred for Attorney Review Pg. 55

(C) Council accepted this version – (C) Enforcement will only occur upon signed complaint and a preliminary investigation to verify that a violation has in fact occurred.” Pg. 56

61. Council did not accept this version Pg. 56

(D) Council accepted this version – “If the Enforcement Officer determines there is a probable cause to believe that a violation of this chapter has occurred, he may file a complaint the in the Magistrate Court and cause the complaint to be served on the person alleged to be violating this chapter. The citation shall set forth the specific violation with which the person is charged and the time and place of such violation.” Pg. 56

63. Council did not accept this version Pg. 56

64. Council did not accept this version Pg. 56 (already part of the process)

(E) Accept this version – “Each day a violation continues shall constitute a separate offense.” Pg. 56

65. Council did not accept this version Pg. 56

(F) Council accepted this version – “Fines for violating the provisions of this chapter shall be adopted from time to time by resolution of the council. Any person charged with a violation of this chapter who does not pay the fine shall appear in the Magistrate’s Court at a date and time set by the court for disposition in accordance with §90.99, unless all fines imposed have been paid at least 24 hours in advance of the scheduled court appearance.” Pg. 56

66. Council did not accept this version Pg. 56

90.99 Penalty Pg. 56

Public Comment: Debby Pomeroy spoke to #65 and replacing the word “shall” with “may”, which she felt gave leeway. She urged the Council to consider this change. Council will defer to Judge Kelley.

(A) No Change Pg. 56

Public Comment: Danny Tomerlin inquired about possible fines and Council’s authority on this issue. Council Member Wright spoke to an available fine list, with penalties set by the Attorney and Judge.

(B) No Change Pg. 56

Public Comment: Carole Wagner spoke to her Humboldt residency and her operation of a working cattle ranch, with the number of animals on site varying at times. She spoke to D-H being “America’s Country Town”.

(C) No Change Pg. 56

Public Comment: Patrick McGill spoke to serving on the Planning & Zoning Commission. He pointed out that he was not speaking that capacity, but personally. He spoke to any limits being put on his property by way of an ordinance is a restriction of his constitutional rights.

(D) No Change Pg. 56

Public Comment: Kacie Tomerlin spoke to on the length of ordinance, appreciated Council Member Alen’s comments regarding Chino Valley’s ordinance, and encouraged Council to become familiar with who to call when there are farm animals at large.

Public Comment: Victoria Wendt spoke on miscommunication errors in the published ordinances, citing a staff problem and the need for removal of non-ratified, non-codified language.

Public Comment: Cheryl Taylor spoke to the length of the animal debate; maintaining the area's current lifestyle; animosity regarding the animal debate; and spoke against filing complaints on this matter.

Public Comment: Debby Pomeroy spoke to "Prosecution of Citation" on Pg. 9 citing and removal of six dog limit in code. She also spoke on 4th Amendment rights pertaining to Animal Control and needing warrants.

Public Comment: Victoria Wendt spoke on certain information not on the Town's website, but found elsewhere. She instructed staff to "do your job".

Public Comment: Kacie Tomerlin spoke to agriculture zonings and concerns with the proposed ordinances affecting this lifestyle.

Public Comment: Debby Pomeroy spoke on search and probable cause.

Public Comment: Zach Adams spoke to 90.05 Pg. 51 and whether the Council had stricken "Farm Animal" from this language. This was affirmed by the Council. Mr. Adams spoke to 90.50 (B) as it pertains to horticulture. Mr. Adams recommended Carole Wagner as a good resource in regard to horticulture.

Public Comment: Kacie Tomerlin spoke to the process after this meeting pertaining to posting the revised ordinances on the website. Ms. Tomerlin spoke in support of easing up on the animal number limit.

Council Member Alen spoke to Ms. Tomerlin's inquiry of the process after this meeting. CM Alen shared that generally staff would make the edits, go through and read it, send it to the Town Attorney and Magistrate for review, hold a meeting and review the revisions with public comment and post it on the website.

Public Comment: Carole Wagner spoke to some areas having agriculture use assigned by the assessor.

Town Manager Kimball spoke on the current zoning consisting of three zoning sections: residential; commercial and industrial and putting forth Council pursuing the option of creating an agricultural zone and including it in the general plan.

CP/CO Brown spoke of a change to the zoning possibly resulting in a "down zone", and could be perceived as a diminution of the value of property.

Council Member Wright spoke to the state passing Proposal 217, and that the Town could be sued if zoning were changed it affected property values.

Public Comment: Cheryl Taylor spoke in support of adopting residential/agricultural zoning for a rural lifestyle.

Public Comment: Zach Adams spoke to Pg. 55, (B) regarding watering troughs inquiring what was struck from the language.

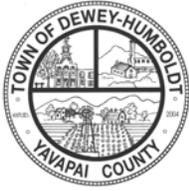
4. **Special Session.** No legal action was taken.
5. **Adjourn.** The meeting was adjourned at 5:32 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

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

TOWN COUNCIL REGULAR MEETING

May 3, 2016 – 6:30 pm Town Council Meeting

Agenda Item # 8.1. Ordinance 16-124 Amending Town Code of Ordinances, Title IX General Regulations, Chapter 90 Animals. Possible adoption, rejection, modification.
(Revisions directed at the March 22nd meeting).

To: Mayor and Town Councilmembers

From: Yvonne Kimball, Town Manager

Date submitted: April 29, 2016

Recommended action: Adopt Ordinance 16-124 amending Town Code of Ordinances, Title IX General Regulations, Chapter 90 Animals.

Summary:

The Council and the community have been having discussions to revise the Town's current code sections regarding animals since 2014. The most recent council discussion was held on March 22, 2016. During that meeting, Council focused on the changes to Town Code **Title XV, Chapter 90 Animals** and reviewed submissions by Ms. Debby Pomeroy, line-by-line. Numerous community members attended the meeting and provided comments. The Town Attorney, Town Magistrate, YC Animal Control Sgt. in charge also attended the meeting and provided their professional insights. As a result, Council was able to make changes to the March 22nd version of the proposed ordinance. Subsequently, staff finalized the proposed Ordinance 16-124 to reflect all council directions.

To ascertain the proposed reflects all Council's directions made at the March 22nd meeting, staff painstakingly compared our notes to the meeting recording and the minutes. The attached proposed Ordinance 16-124 is ready for Council action. We recommend approval. The same document has also been posted on the home page of the town's website.

Discussions regarding animal regulations under Chapter 153 Zoning Regulations are still being conducted by the P&Z as directed by the Council. Staff is scheduled to provide a report of the discussion at this meeting under agenda item 5. Town Manager's Report.

ORDINANCE N~~o~~-16-124

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, COUNTY OF YAVAPAI, ARIZONA, AMENDING THE TOWN OF DEWEY-HUMBOLDT, ARIZONA CODE OF ORDINANCES, TITLE IX GENERAL REGULATIONS, CHAPTER 90 ANIMALS, RELATED TO ANIMAL CONTROL, REGULATION OF DOGS, DANGEROUS AND BITING ANIMALS, LIVESTOCK, MAINTENANCE STANDARDS FOR ANIMALS AND ENFORCEMENT; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES

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

Section I. In General

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title IX Administration, Chapter 90 Animals, is hereby amended to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

ANIMAL CONTROL

§ 90.01 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ANIMAL. ANY NONHUMAN MAMMAL, BIRD, REPTILE, AMPHIBIAN OR FISH.

AT LARGE. Being neither confined by an enclosure nor an electronic fence capable of restraining the animal, nor physically restrained on a leash.

CRUELLY MISTREAT. TO BEAT, CRUELLY ILL-TREAT, ABANDON, TORMENT, OVERWORK OR OTHERWISE ABUSE AN ANIMAL, TORTURE OR INFLICT UNNECESSARY SERIOUS PHYSICAL INJURY ON AN ANIMAL OR TO KILL AN ANIMAL IN A MANNER THAT CAUSES PROTRACTED SUFFERING TO THE ANIMAL.

CRUELLY NEGLECT. TO FAIL TO PROVIDE AN ANIMAL WITH NECESSARY FOOD, WATER OR SHELTER.

DANGEROUS ANIMAL. ANY ANIMAL THAT BITES WITHOUT PROVOCATION, IS KNOWN TO HAVE A HISTORY, TENDENCY OR DISPOSITION TO BITE, OR KILLS OR CAUSES INJURY, INCLUDING INJURY TO DOMESTICATED ANIMALS.

DOG. A member of the canis lupis familiaris and domesticated wolves and offspring of dogs cross-bred with wild animals or domesticated wolves.

ENFORCEMENT OFFICER. Any person responsible for the enforcement of this subchapter and the regulations promulgated hereunder.

FARM ANIMALS. Any ANIMALS OTHER THAN HOUSEHOLD PETS.

HOUSEHOLD PET. A DOMESTICATED ANIMAL, SUCH AS A DOG, CAT, RABBIT, BIRD, RODENT, FISH, OR TURTLE, THAT IS TRADITIONALLY KEPT IN THE HOME FOR PLEASURE RATHER THAN FOR COMMERCIAL PURPOSES.

MICRO CHIP. A device implanted in a dog, used for identification, usually between the withers of a canine.

RABIES VACCINATION. THE ADMINISTRATION OF A RABIES VACCINE TO ANIMALS BY A VETERINARIAN.

~~OWNER. Any person owning, possessing, harboring or maintaining a dog, or any persons acting for, or in the place of, the owner, or having charge of, or having taken charge of, a dog.~~

RESPONSIBLE PERSON. A PERSON WHO HAS POSSESSION, CARE, CUSTODY OR CONTROL OF AN ANIMAL.

WORKING DOGS. DOGS KEPT FOR THE PRIMARY PURPOSE OF HUNTING, HERDING, SEARCH AND RESCUE, LAW ENFORCEMENT, SERVICE DOGS, GUARDIAN DOGS, LIVESTOCK PROTECTION, OR OTHER JOBS, UNDER THE SUPERVISION OF A RESPONSIBLE PERSON AND WHILE CARRYING OUT THESE PURPOSES.

§ 90.02 GENERAL PROVISIONS.

(A) No dog shall be at large except as provided herein. Dogs shall be confined within a suitable enclosure capable of restraining the animal or otherwise physically restrained to prevent entry of dogs on public or private property other

than the ~~owner's~~ RESPONSIBLE PERSON'S, or on a leash of sufficient LENGTH AND strength to control the dog.

(B) Any dog over the age of four months shall HAVE A CURRENT IDENTIFICATION NUMBER ISSUED BY YAVAPAI COUNTY AND, EXCEPT AS OTHERWISE PROVIDED IN THIS PARAGRAPH, wear a collar or harness to which is attached a valid rabies tag. Dogs shall not be required to wear a collar or harness with a valid rabies tag attached while being used for control of FARM ANIMALS, while being used or trained for hunting, while being exhibited or trained at a kennel club event, while engaged in races approved by the Arizona Racing Commission or while being transported to and from such events, provided that they are properly vaccinated and controlled ON THE PROPERTY OF A RESPONSIBLE PERSON.

(C) It shall be unlawful for ~~an owner or any other person or designated~~ A responsible person to maintain a dog ~~having a propensity to~~ THAT excessively barks, howls, EMITS OTHER NOISES or otherwise disturbs the peace and quiet of ~~any town resident~~ NEARBY NEIGHBORS.

(D) IT SHALL BE UNLAWFUL FOR A RESPONSIBLE PERSON FOR A FARM ANIMAL, TO PERMIT SUCH FARM ANIMAL TO RUN AT LARGE WITHIN THE CORPORATE LIMITS OF THE TOWN. FARM ANIMALS ROAMING AT LARGE WITHIN THE CORPORATE LIMITS OF THE TOWN SHALL BE RETRIEVED BY THE RESPONSIBLE PERSON WITHIN A REASONABLE PERIOD OF TIME AFTER NOTIFICATION.

(E) ANIMAL CARE.

(1) NO RESPONSIBLE PERSON SHALL FAIL TO PROVIDE HIS ANIMALS WITH SUFFICIENT FOOD AND WATER, PROPER SHELTER AND PROTECTION FROM THE WEATHER, OR VETERINARY CARE WHEN NEEDED.

(2) NO PERSON SHALL, CRUELLY MISTREAT OR NEGLECT, AN ANIMAL, OR CAUSE, INSTIGATE OR PERMIT ANY DOGFIGHT, COCKFIGHT, BULLFIGHT OR OTHER COMBAT BETWEEN ANIMALS OR BETWEEN ANIMALS AND HUMANS.

(3) THE ENFORCEMENT OFFICER, ON A REASONABLE BELIEF THAT VERY PROMPT ACTION IS REQUIRED TO PROTECT THE HEALTH OR SAFETY OF AN ANIMAL OR THE HEALTH OR SAFETY OF OTHER ANIMALS MAY IMMEDIATELY IMPOUND ANY ANIMAL THAT APPEARS TO BE CRUELLY NEGLECTED OR OTHERWISE CRUELLY MISTREATED AS DESCRIBED IN THIS SECTION. THE

ENFORCEMENT OFFICER SHALL THEN REQUEST A HEARING PURSUANT TO THIS CHAPTER FOR THE DISPOSITION OF THE IMPOUNDED ANIMAL.

(4) NOTHING CONTAINED HEREIN SHALL PROHIBIT OR RESTRICT ANY ACTIVITY INVOLVING A DOG, WHETHER THE DOG IS RESTRAINED OR NOT, IF THE ACTIVITY IS DIRECTLY RELATED TO THE BUSINESS OF SHEPHERDING OR HERDING LIVESTOCK AND THE ACTIVITY IS NECESSARY FOR THE SAFETY OF A HUMAN, THE DOG OR LIVESTOCK OR IS PERMITTED BY OR PURSUANT TO TITLE 3 OF THE ARIZONA REVISED STATUTES.

~~90.03 ENFORCEMENT.~~

~~—(A) Any dog, which is running at large, may be apprehended and impounded by the town enforcement officer. The town enforcement officer shall have the right to enter upon private property in order to apprehend any dog that has been running at large, provided the enforcement officer is in reasonable pursuit of the dog.~~

~~—(B) Town enforcement officers may issue citations to the owner, any other person acting for the owner, or any person exercising control over a dog when a dog is at large. The procedure for the issuance of a notice to appear shall be as provided for peace officers in A.R.S. § 13-3903, except that the enforcement officer shall not make an arrest before issuing the notice. The issuance of citations pursuant to this subchapter shall be subject to the provisions of A.R.S. § 13-3899.~~

~~—(C) Consistent with A.R.S. § 11-1015 and statutes applying to towns, it is unlawful for any person to interfere with the enforcement officer in the performance of his or her duties pursuant to this subchapter.~~

~~§ 90.04~~ 90.03 EXEMPTIONS – DOGS RUNNING AT LARGE.

(A) A dog may run at large while participating in field trials, obedience classes, kennel club events, organized school or park-sponsored shows, while assisting its owner THE RESPONSIBLE PERSON or being trained in legal hunting or in herding livestock, while assisting a police officer engaged in law enforcement duties, or while assisting its blind or deaf master, so long as sufficient control is exercised and the RESPONSIBLE PERSON'S control would permit immediate leashing of the dog upon any person's reasonable request.

(B) A dog is allowed to occupy vehicles, including truck beds, without restraint, but upon leaving a vehicle or truck bed, it is considered to be at large.

~~§ 90.05 BITING ANIMALS.~~

~~—(A) The procedures set forth in Arizona Revised Statutes shall be followed for biting animals.~~

~~—(B) Domesticated wolves and offspring of domestic animals bred with wild animals or domesticated wolves shall be considered wild animals consistent with the provisions of A.R.S. § 11-1014c.~~

90.04 ENFORCEMENT- RUNNING AT LARGE.

(A) ANY DOG WHICH IS RUNNING AT LARGE MAY BE APPREHENDED AND IMPOUNDED BY THE ENFORCEMENT OFFICER. THE ENFORCEMENT OFFICER SHALL HAVE THE RIGHT TO ENTER UPON PRIVATE PROPERTY IN ORDER TO APPREHEND ANY DOG THAT HAS BEEN RUNNING AT LARGE, PROVIDED THE ENFORCEMENT OFFICER IS IN REASONABLE PURSUIT OF THE DOG.

(B) ENFORCEMENT OFFICERS MAY ISSUE CITATIONS TO THE RESPONSIBLE PERSON. THE PROCEDURE FOR THE ISSUANCE OF A NOTICE TO APPEAR SHALL BE AS PROVIDED BY PEACE OFFICERS IN A.R.S. § 13-3903, EXCEPT THAT THE ENFORCEMENT OFFICER SHALL NOT MAKE AN ARREST BEFORE ISSUING THE NOTICE. THE ISSUANCE OF CITATIONS PURSUANT TO THIS SUBCHAPTER SHALL BE SUBJECT TO THE PROVISIONS OF A.R.S. § 13-3899.

(C) IF FARM ANIMALS ARE RUNNING AT LARGE, THE COST OF ENFORCEMENT SHALL BE BORNE BY THE OWNER OF THE FARM ANIMALS.

~~§ 90.06~~ 90.05 RELEASE OF IMPOUNDED DOG.

(A) ANY PERSON REQUESTING THE RELEASE OF AN IMPOUNDED DOG SHALL PROVIDE PROOF OF A RABIES VACCINATION, OR SHALL OBTAIN A RABIES VACCINATION AND SHALL PAY FOR THE COSTS OF IMPOUNDMENT. PROOF OF OWNERSHIP MAY BE REQUIRED PRIOR TO RELEASE.

(B) ANY IMPOUNDED DOG WHICH IS NOT CLAIMED WITHIN 72 HOURS SHALL BE DEEMED ABANDONED. ENFORCEMENT OFFICERS MAY TAKE POSSESSION OF ABANDONED DOGS AND MAY PLACE THE DOG FOR SALE OR MAY DISPOSE OF THE DOG IN A HUMANE MANNER. ANY PERSON PURCHASING AN ABANDONED DOG SHALL OBTAIN A RABIES VACCINATION AND PAY THE APPLICABLE AND IMPOUNDMENT FEES.

~~VICIOUS~~ DANGEROUS AND BITING ANIMALS

~~§ 90.15~~ DEFINITIONS.

~~For the purpose of this subchapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.~~

~~**DANGEROUS or VICIOUS ANIMAL.** Any animal that bites without provocation, is known to have a propensity HISTORY, tendency or disposition to bite, or kills or causes injury, including injury to domesticated animals.~~

§ 90.16 DETERMINATION OF TOWN MAGISTRATE.

(A) IF THE ENFORCEMENT OFFICER HAS REASON TO BELIEVE AN ANIMAL IS A DANGEROUS ANIMAL, HE MAY FILE A PETITION WITH THE TOWN'S MAGISTRATE COURT FOR A DETERMINATION THAT THE ANIMAL IS DANGEROUS AS DEFINED IN SECTION 90.01.

(B) THE TOWN'S MAGISTRATE SHALL NOTIFY THE RESPONSIBLE PERSON FOR THE ANIMAL OF THE DATE, TIME AND PLACE OF A HEARING FOR A DETERMINATION OF A DANGEROUS ANIMAL.

(C) Following a THE hearing, the Town Magistrate may declare an THE animal to be dangerous or vicious if the animal is found to have exhibited a pattern of aggressive behavior which threatens the safety or well-being of persons or domesticated animals, or has caused injury, reasonable apprehension of such injury, or intimidation to any person AS DEFINED IN SECTION 90.01. EACH DAY OF NON-COMPLIANCE SHALL CONSTITUTE A SEPARATE OFFENSE.

§ 90.17 CONTROL OF DANGEROUS ANIMALS.

No person having charge, care, custody or control of an animal determined to be a vicious or dangerous animal shall permit the animal off his or her premises unless the animal is securely restrained BY A RESPONSIBLE PERSON WHO CAN PHYSICALLY KEEP THE ANIMAL IN CONTROL.

§ 90.18 KILLING OF DANGEROUS ANIMALS.

Any law enforcement officer is hereby authorized to destroy any animal determined to be a dangerous or vicious animal when immediately necessary to protect any person or property.

§ 90.19 BITING ANIMALS.

THE PROCEDURES SET FORTH IN ARIZONA REVISED STATUTES A.R.S. § 11-1014 SHALL BE FOLLOWED FOR BITING ANIMALS.

LIVESTOCK

~~§ 90.30 DEFINITIONS.~~

~~—For the purpose of this subchapter the following definition shall apply unless the context clearly indicates or requires a different meaning.~~

~~—**LIVESTOCK.** Cattle, horses, pigs, sheep, goats, or other similar animals, other than dogs or domestic house cats.~~

~~§ 90.31 LIVESTOCK ROAMING AT LARGE.~~

~~—It shall be unlawful for the owner of livestock, a person acting for the owner of livestock or a person exercising control over livestock to permit such livestock to roam at large within the corporate limits of the town. Livestock roaming at large within the corporate limits of the town shall be retrieved by the owner, the person acting for the owner or the person exercising control over such livestock within a reasonable period of time after notification.~~

~~§ 90.32 INVESTIGATION AND ENFORCEMENT.~~

~~—Enforcement will only occur upon signed complaint and a preliminary investigation to verify that a violation has in fact occurred. Enforcement of § 90.31 shall be the same as contained in § 90.03 of this chapter. Costs of enforcement shall be borne by the owner of such livestock. Any livestock roaming at large may be impounded by the Enforcement Officer so designated by the town.~~

~~§ 90.33 PAYMENT OF CITATION IN LIEU OF PENALTIES.~~

~~—(A) *Fines.* The fines for violating the provisions of § 90.31 90.05 shall be adopted from time to time by resolution of the Council. Unless the Council determines otherwise, the fines shall be those applicable under § 90.99 of this chapter. Any citation must be paid as stated therein.~~

~~—(B) *Appearance if fine not paid.* Any person charged with a violation of this CHAPTER WHO DOES NOT PAY THE FINE AS PROVIDED IN § 90.31 § 90.33 shall appear in the Magistrate's Court at a date and time set by the Court for disposition in accordance with § 90.99, unless all fines imposed have been paid at least 24 hours in advance of the scheduled court appearance.~~

MAINTENANCE; NUISANCE

90.50 MAINTENANCE STANDARDS

PREMISES ON WHICH ANIMALS OR FOWL ARE KEPT SHALL BE MAINTAINED IN A MANNER NOT TO UNREASONABLY INTERFERE WITH THE USE AND ENJOYMENT OF THE PROPERTIES OF OTHERS, INCLUDING BUT NOT LIMITED TO COMPLIANCE WITH THE FOLLOWING MAINTENANCE STANDARDS:

(A) ALL ANIMALS AND FOWL AND THE PENS, STALLS, STABLES, YARDS, SHELTERS, CAGES, AREAS, PLACES AND PREMISES WHERE THEY ARE HELD OR KEPT, SHALL BE SO MAINTAINED THAT FLIES, INSECTS, VERMIN, RODENT HARBORAGE, ODORS, PONDED WATER, THE ACCUMULATION OF MANURE, GARBAGE, REFUSE OR OTHER NOXIOUS MATERIAL DO NOT BECOME A PUBLIC HEALTH NUISANCE.

(B) ANIMAL MANURE AND DROPPINGS SHALL BE REMOVED FROM ENCLOSURES SUCH AS PENS, STABLES, YARDS, CAGES, AND STALLS AND HANDLED OR DISPOSED OF IN A MANNER FREE OF HEALTH HAZARD OR PUBLIC HEALTH NUISANCE. NOTHING IN THIS SUBSECTION SHALL BE DEEMED TO PROHIBIT THE USE OF ANIMAL MANURE OR DROPPINGS ON ANY FARM, GARDEN, LAWN OR RANCH.

(C) WATERING TROUGHS SHALL BE EQUIPPED WITH ADEQUATE DRAINAGE TO ALLOW FOR ADEQUATE RUN-OFF TO PREVENT A HEALTH HAZARD.

90.51 NUISANCE PROHIBITED

VIOLATION OF SECTION 90.50 SHALL CONSTITUTE A NUISANCE AND A VIOLATION OF THIS CHAPTER.

ENFORCEMENT

§ 90.98 CITATION ISSUED TO RESPONSIBLE PERSONS

(A) FOR PURPOSES OF THIS SECTION AND § 90.50, THE ENFORCEMENT OFFICER SHALL BE THE TOWN CODE ENFORCEMENT OFFICER OR DESIGNEE OR THE COUNTY ANIMAL CONTROL OFFICER.

(B) IT IS UNLAWFUL FOR ANY PERSON TO INTERFERE WITH THE ENFORCEMENT OFFICER IN THE PERFORMANCE OF HIS DUTIES PURSUANT TO THIS CHAPTER.

(C) ENFORCEMENT WILL ONLY OCCUR UPON SIGNED COMPLAINT AND A PRELIMINARY INVESTIGATION TO VERIFY THAT A VIOLATION HAS IN FACT OCCURRED.

(D) IF THE ENFORCEMENT OFFICER DETERMINES THERE IS PROBABLE CAUSE TO BELIEVE THAT A VIOLATION OF THIS CHAPTER HAS OCCURRED, HE MAY FILE A COMPLAINT IN THE MAGISTRATE COURT AND CAUSE THE COMPLAINT TO BE SERVED ON THE PERSON ALLEGED TO BE VIOLATING THIS CHAPTER. THE CITATION SHALL SET FORTH THE SPECIFIC VIOLATION WITH WHICH THE PERSON IS CHARGED AND THE TIME AND PLACE OF SUCH VIOLATION.

(E) EACH DAY A VIOLATION CONTINUES SHALL CONSTITUTE A SEPARATE OFFENSE.

(F) FINES FOR VIOLATING THE PROVISIONS OF THIS CHAPTER SHALL BE ADOPTED FROM TIME TO TIME BY RESOLUTION OF THE COUNCIL. ANY PERSON CHARGED WITH A VIOLATION OF THIS CHAPTER WHO DOES NOT PAY THE FINE SHALL APPEAR IN THE MAGISTRATE'S COURT AT A DATE AND TIME SET BY THE COURT FOR DISPOSITION IN ACCORDANCE WITH § 90.99, UNLESS ALL FINES IMPOSED HAVE BEEN PAID AT LEAST 24 HOURS IN ADVANCE OF THE SCHEDULED COURT APPEARANCE.

§ 90.99 PENALTY.

(A) Any person who violates any provision of this chapter for which no penalty is provided shall be subject to the terms of § 10.99.

(B) A person who is convicted of a violation of §§ ~~90.01~~ 90.02 through ~~90.06~~ 90.04 is guilty of a Class 2 misdemeanor. As a minimum penalty, a person convicted hereunder shall pay a fine of not less than \$50, which shall not be suspended unless, at the discretion of the court, that person is ordered to perform and complete a minimum of eight hours of community service.

(C) Any person violating the conditions of §§ ~~90.15~~ 90.17 through ~~90.18~~ or is in charge of a dangerous animal as defined herein, may be fined in the amount OF \$250 and be liable for reimbursement of any costs incurred by law enforcement officials in the exercising of their duties.

(D) A person convicted of violating § ~~90.31~~ 90.02(D) shall be found responsible for a civil code infraction and shall be subject to the civil sanctions on the first offense as set forth in § 10.99 of this code. Thereafter, a violation of § ~~90.31~~ 90.02(D) shall be a CLASS 2 misdemeanor subject to the penalty provisions set

forth in § 10.99 of this code. The court may order any person who violates § 90.02(D) to pay all expenses related to the impounding of the livestock, including shelter, food, handling, transport and veterinarian care. The court may also order any person who violated this chapter to pay all related court fees or costs or penalties.

Section II. Savings Clause

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.

Section III. Repeal of Conflicting Ordinance

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.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, this ____ day of _____, 2016, by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this ____ day of _____, 2016.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

APPROVED AS TO FORM:

Gust Rosenfeld, 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. 16-124 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA ON THE ____ DAY OF _____, 2016, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 2016.

Judy Morgan, Town Clerk

draft; based on March 22 meeting; additions in CAPS; deletions in strickout

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: _____

Date of Request: _____

Type of Action: Routine/Consent Regular

Requesting: Action Report Only

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

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

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: _____

Type of Presentation: _____

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

Contact Person: _____

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.

ORDINANCE No.15-116

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, COUNTY OF YAVAPAI, ARIZONA, AMENDING THE TOWN OF DEWEY-HUMBOLDT, ARIZONA CODE OF ORDINANCES, TITLE III ADMINISTRATION, CHAPTER 30 TOWN COUNCIL AND OFFICIALS, SUBCHAPTER COUNCIL MEETINGS, § 30.105 COUNCIL AGENDA, § 30.106 DECORUM, § 30.109 PROTOCOL AT MEETINGS RELATED TO PROVIDING RULES OF DECORUM AND PROCEDURE AT TOWN COUNCIL MEETINGS; AND AMENDING TITLE I GENERAL PROVISIONS, CHAPTER 10 RULES OF CONSTRUCTION; GENERAL PENALTY, SECTION 10.15 EFFECTIVE DATE OF ORDINANCES TO MOVE A PROVISION FROM SECTION 30.109 RELATED TO FORM OF ORDINANCES TO THE APPROPRIATE CHAPTER; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES

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

Section I. In General

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title III Administration, Chapter 30 Town Council and Officials, Subchapter Council Meetings, Section 30.105 Council Agenda is hereby amended to add subsection (F) to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

§ 30.105 Council Agenda

* * *

(F) ORDER OF AGENDA

(1) REGULAR COUNCIL MEETING AGENDA ITEMS SHALL BE LISTED IN THE FOLLOWING ORDER:

- (a) CALL TO ORDER.**
- (b) PLEDGE OF ALLEGIANCE.**
- (c) INVOCATION.**
- (d) ROLL CALL.**
- (e) ANNOUNCEMENTS REGARDING CURRENT EVENTS, GUESTS, APPOINTMENTS, AND PROCLAMATIONS.**
- (f) TOWN MANAGER’S REPORT.**
- (g) CONSENT AGENDA.**
- (h) PUBLIC COMMENT ON NON-AGENDIZED ITEMS.**

- (i) UNFINISHED BUSINESS.
- (j) NEW BUSINESS.
- (k) PUBLIC HEARING AGENDA.
- (l) ADJOURNMENT.

(2) WHEN COUNCIL HOLDS A WORK STUDY OR SPECIAL STUDY COUNCIL MEETING, AGENDA ITEMS SHALL BE LISTED IN THE FOLLOWING ORDER:

- (a) CALL TO ORDER.
- (b) ROLL CALL.
- (c) DISCUSSION ONLY ITEMS.
- (d) ACTION ITEMS.
- (e) ADJOURNMENT.

(G) MODIFICATIONS TO THE AGENDA.

(1) THE PRESIDING OFFICER OR ANY COUNCILMEMBER MAY REQUEST A CHANGE OF ORDER OF THE AGENDA WHICH, IF APPROVED BY A MAJORITY OF THE COUNCIL, SHALL BE GRANTED.

(2) AN AGENDA ITEM MAY BE CONTINUED TO A DATE CERTAIN OR POSTPONED INDEFINITELY BY MOTION AND APPROVAL BY A MAJORITY OF THE MEMBERS PRESENT WHO HAVE NOT DECLARED A CONFLICT OF INTEREST.

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title III Administration, Chapter 30 Town Council and Officials, Subchapter Council Meetings, Section 30.106 Decorum is hereby amended to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

§ 30.106 Decorum.

(A) THE PRESIDING OFFICER SHALL PRESERVE THE DECORUM OF THE MEETING.

(B) While the Town Council is in session, all persons shall conduct themselves with reasonable decorum. Any person who is ~~so~~-disorderly or who ~~so~~-persistently disrupts the business meeting so far as to interfere with the proper conduct of the business may be ordered BY THE PRESIDING OFFICER TO BE removed from the meeting place. At such time, the ~~Mayor~~PRESIDING OFFICER may call a recess.

(C) IF THE PRESIDING OFFICER FAILS TO ACT ON A MATTER OF DECORUM, COUNCIL MAY, BY MAJORITY APPROVAL OF A MOTION, REQUIRE THE PRESIDING OFFICER TO ACT.

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title III Administration, Chapter 30 Town Council and Officials, Subchapter Council Meetings, Section 30.109 Protocol at Meetings is hereby amended to read as follows (additions in ALL CAPS; deletions in strikeout):

§ 30.109 PROTOCOL AT MEETINGS.

(A) *PREAMBLE.* MEMBERS OF THE TOWN COUNCIL ARE ELECTED TO REPRESENT THEIR VOTING CONSTITUENTS AND THE CITIZENS OF DEWEY-HUMBOLDT. AS SUCH, EACH MEMBER OF COUNCIL HAS THE RIGHT TO EXPRESS HIS OR HER REPRESENTATION WITHOUT BEING ASSAILED IN REGARD TO THAT REPRESENTATION OR IN REGARDS TO THEIR OWN PERSONAL POLITICAL AFFILIATIONS, RELIGIOUS PREFERENCE, MARITAL STATUS, SEXUAL ORIENTATION. FURTHER, MEMBERS OF COUNCIL SHALL NOT BE THE SUBJECT OF RETRIBUTION FROM THE CHAIR IN ANY MANNER OR FORM OR IN A MANNER OF RETRIBUTION FOR HOLDING THEIR VIEW IN ALL MATTERS THAT COME BEFORE COUNCIL. IN ADDITION, THE RIGHT OF A MEMBER TO ADDRESS THE CITY COUNCIL ON A QUESTION OF PERSONAL PRIVILEGE SHALL BE LIMITED TO CASES IN WHICH THE MEMBER'S INTEGRITY, CHARACTER, OR MOTIVES ARE ASSAILED, QUESTIONED, OR IMPUGNED.

~~(A)~~(B) *Basic rules of order.* Meetings will be conducted in accordance with the latest edition of *Robert's Rules of Order, Newly Revised* (Robert's Rules), with the following exceptions and changes:

~~(B)~~(1) ~~Exceptions to the basic rules.~~In case of conflict between *Robert's Rules* and the constitution or laws of the State of Arizona, the state law will prevail.

(2) IN CASE OF CONFLICT BETWEEN *ROBERT'S RULES* AND THE DEWEY-HUMBOLDT CODE OF ORDINANCES, THE CODE OF ORDINANCES SHALL PREVAIL.

(C) *Procedures IN GENERAL.*

(1) The presiding officer at any meeting shall rule on any point of order raised by a councilmember. Only councilmembers may raise points of order. The presiding officer ~~may~~SHALL request advice from other members of the body or an appointed parliamentarian before making a ruling. However, any member may, on a point of order, call for a vote on the ruling and specifying an alternative ruling. A vote ~~is~~SHALL then ~~to be~~ called on the point of order and, if a majority of members vote in favor of the proposed alternative ruling, the presiding officer shall defer to the opinion of the majority of the members for that meeting of the body. Otherwise the

presiding officer's ruling shall stand. The presiding officer may impose reasonable limits to the time allotted for each member TO SPEAK during the discussion phase of the proceedings, but if additional time is requested by the member, the presiding officer ~~must~~SHALL ask for a vote to extend additional time, and if a majority of members agree ~~to additional time~~, the time shall be granted. ~~The following protocol for each agenda item will ordinarily be observed during regular meetings, but actions of Council are legal whether or not every element of the following subsections are observed:~~

~~(1) Staff or councilmember who is presenting the agenda item to the council will state the reason for the issue coming before the council.~~

~~(2) After any questions of staff, council will then discuss the agenda item and resolve any clarification issues.~~

~~(3) When council is finished discussing the item, public comment may be taken on the item. Public comment will be limited to only one 3 minute comment per person. One person may not assign their time to another person.~~

~~(4) After public comment is done, the agenda item then goes back to the council for further discussion if needed.~~

~~(5) Council will then decide what action to take, if any, by making a motion.~~

~~(6) Once a motion is made and seconded then a vote must be taken. There may be more discussion by the council before the vote is taken. If any council member requests a roll call vote a roll call vote will be taken.~~

~~(7) A majority vote on the motion prevails. A tie vote means the motion failed. An abstention counts as a no vote only in the case of a straight up or down vote.~~

(2) THE PRESIDING OFFICER SHALL NOT USE HIS POSITION AS CHAIR OF THE MEETING TO DEBATE OTHER COUNCILMEMBERS IN A CONDESCENDING MANNER AND SHALL AVOID QUESTIONING THE MOTIVES OF OTHERS OR USING INDECOROUS LANGUAGE.

(D) MEETING OPERATIONAL PROCEDURES.

(1) A COUNCILMEMBER DESIRING TO SPEAK SHALL ADDRESS THE PRESIDING OFFICER AND, UPON RECOGNITION, SHALL CONFINE HIS OR HER COMMENTS TO THE AGENDA ITEM, AVOID DISCUSSION OF PERSONALITIES

AND INDECOROUS LANGUAGE AND REFRAIN FROM PERSONAL ATTACKS AND VERBAL ABUSE.

(2) A COUNCILMEMBER OR THE PRESIDING OFFICER WHO DESIRES TO ASK A QUESTION OF STAFF SHALL ADDRESS THE QUESTION TO THE TOWN MANAGER WHO SHALL ADDRESS THE QUESTION OR MAY DESIGNATE ANOTHER STAFF MEMBER TO ADDRESS THE QUESTION. COUNCILMEMBERS SHALL NOT BERATE OR ADMONISH STAFF MEMBERS OR THE TOWN MANAGER.

(3) A COUNCILMEMBER WHO HAS BEEN RECOGNIZED AND GIVEN THE FLOOR, SHALL NOT BE INTERRUPTED WHILE SPEAKING UNLESS CALLED TO ORDER BY THE PRESIDING OFFICER; A POINT OF ORDER IS RAISED BY ANOTHER MEMBER; OR THE SPEAKER CHOOSES TO YIELD THE FLOOR. IF A COUNCILMEMBER IS CALLED TO ORDER, THAT MEMBER SHALL IMMEDIATELY CEASE SPEAKING UNTIL THE QUESTION OF ORDER IS SETTLED BY A VOTE OF COUNCIL. IF RULED TO BE IN ORDER, THE MEMBER SHALL BE PERMITTED TO PROCEED. IF RULED OUT OF ORDER, THE MEMBER SHALL REMAIN SILENT OR MAY MAKE ADDITIONAL REMARKS ONLY IN COMPLIANCE WITH COUNCIL RULES.

(4) THE MAYOR AND COUNCILMEMBERS SHALL COMPLY WITH THE ARIZONA OPEN MEETING LAW AND CONFINE THEIR QUESTIONS, COMMENTS AND DISCUSSIONS TO THE AGENDA ITEM UNDER CONSIDERATION BY COUNCIL.

(5) THE MAYOR AND EVERY COUNCILMEMBER HAVE A DUTY TO VOTE AND SHALL VOTE ON ALL MATTERS EXCEPT A MATTER INVOLVING HIS OR HER OWN OFFICIAL CONDUCT OR WHERE HE OR SHE DECLARES A CONFLICT OF INTEREST, WHETHER ACTUAL OR APPARENT. A COUNCILMEMBER WHO DECLARES A CONFLICT OF INTEREST SHALL LEAVE THE DAIS, NOT PARTICIPATE IN THE DISCUSSION, AND REFRAIN FROM INFLUENCING THE VOTES OF THE REMAINING COUNCILMEMBERS. A FAILURE TO VOTE OR A VOLUNTARY ABSTENTION SHALL COUNT AS AN "AYE" VOTE UNLESS THE COUNCILMEMBER HAS DECLARED A CONFLICT OF INTEREST.

(6) ALL MOTIONS REQUIRE A SECOND TO BE CONSIDERED BY COUNCIL. THE COUNCILMEMBER SECONDING A MOTION IS NOT REQUIRED TO VOTE OR SPEAK IN FAVOR OF THE MOTION. IF THERE IS NO SECOND, THE MOTION FAILS FOR LACK OF A SECOND.

(7) EXCEPT AS PROVIDED IN SUB-SUBSECTION (9) BELOW, A COUNCILMEMBER MAY CHANGE HIS OR HER OPINION OR VOTE AT ANY TIME UP AND UNTIL THE VOTE IS TAKEN AND THE FINAL RESULT IS ANNOUNCED.

(8) AT THE REQUEST OF ANY COUNCILMEMBER, A ROLL CALL VOTE SHALL BE TAKEN. COUNCILMEMBERS SHALL NOT EXPLAIN THEIR VOTE DURING THE ROLL CALL BUT SHALL RESPOND EITHER YEA OR NAY TO THE QUESTION.

(9) AFTER A DECISION ON A MOTION, ANY COUNCILMEMBER WHO VOTED WITH THE MAJORITY MAY MOVE TO RECONSIDER THE ITEM DURING THE SAME MEETING AT WHICH THE DECISION BEING RECONSIDERED WAS MADE. ONCE A MOTION TO RECONSIDER HAS BEEN APPROVED BY MAJORITY VOTE, THE ORIGINAL MOTION MAY AGAIN BE DISCUSSED. AFTER DISCUSSION, A REVOTE ON THE ORIGINAL MOTION IS TAKEN. NO MORE THAN ONE RECONSIDERATION OF AN ITEM SHALL BE PERMITTED WITHOUT UNANIMOUS CONSENT OF THE COUNCIL.

(10) DURING A MEETING, THE MAYOR OR A COUNCILMEMBER MAY PROPOSE A SHORT INTERMISSION OR RECESS BY MOVING TO RECESS FOR A SPECIFIED LENGTH OF TIME. A MOTION TO RECESS MAY BE MADE WHILE BUSINESS IS PENDING; SHALL NOT INTERRUPT A SPEAKER; MUST BE SECONDED; IS NOT DEBATABLE; CAN ONLY BE AMENDED TO CHANGE THE LENGTH OF THE RECESS; CANNOT BE RECONSIDERED; AND REQUIRES A MAJORITY VOTE FOR APPROVAL. THE LENGTH OF TIME FOR THE RECESS SHALL NOT DETRACT FROM FINISHING THE MEETING AGENDA WITHIN THE LIMITS SET FORTH IN § 30.107.

(11) AN ACT OR MOTION TO SUSPEND THE COUNCIL RULES REQUIRES A MAJORITY VOTE OF THE COUNCIL FOR APPROVAL AND SHALL NOT BE MADE WHILE ANOTHER MOTION IS PENDING UNLESS IT DIRECTLY APPLIES TO THE PENDING MOTION.

(E) UNDERSTANDING COUNCIL'S INTENT TO RECIEVE PUBLIC COMMENTS PRIOR TO VOTING ON ANY MATTER ON WHICH COUNCIL WILL MAKE A DECISION, THE PRESIDING OFFICER SHALL ALLOW PUBLIC COMMENTS ON ALL SUCH MATTERS SUBJECT TO THE FOLLOWING:

(1) PRIOR TO RECEIVING PUBLIC COMMENTS ON AN ITEM, THE PRESIDING OFFICER SHALL POLL COUNCIL TO ENSURE COUNCIL'S QUESTIONS AND CONCERNS HAVE BEEN ADDRESSED.

(2) NO INDIVIDUAL MEMBER OF THE PUBLIC SHALL COMMENT MORE THAN ONCE ON ANY ITEM.

(3) COMMENTS SHALL BE LIMITED TO 3 MINUTES PER PERSON PER ITEM.

(4) WITHOUT CONSENT FROM A MAJORITY OF COUNCILMEMBERS, THE PUBLIC COMMENT PERIOD FOR EACH ITEM SHALL BE NO MORE THAN 15 MINUTES.

(5) NO PUBLIC COMMENTS ARE PERMITTED ON EXECUTIVE SESSION ITEMS.

(6) NO PUBLIC COMMENTS ARE PERMITTED DURING COUNCIL STUDY OR WORK SESSIONS UNLESS THE ITEM IS AGENDIZED FOR FORMAL ACTION BY COUNCIL OR UNLESS A COUNCILMEMBER REQUESTS AN EXCEPTION BE MADE AND SAID EXCEPTION IS APPROVED BY A MAJORITY OF THE COUNCIL.

~~(D)~~(F) *Changes to the rules of order.* Additional exceptions to *Robert's Rules* may be incorporated into the Town Council's Rules and Procedures at any time by formally amending this chapter, PROVIDED THEY ARE CONSISTENT WITH THE LAWS OF THE STATE OF ARIZONA. ~~However, such amendments must also be consistent with the laws of the state of Arizona.~~ Amendments to any motion may be made according to the basic *Robert's Rules of Order*. ~~Furthermore, the Town Council, by resolution, may introduce and adopt a new set of rules of order to replace this section of this chapter.~~

~~(E) *Form of resolutions and ordinances.* All resolutions, to the extent practical, should be in writing, with a copy provided to each member of the Council and the Town Clerk. However, a written statement of the resolution or ordinance must be before each member of the Council when the vote is taken. In urgent situations, these documents may be handwritten, and then typed by the next business day. Furthermore, if amendments are made on the floor to the original documents, these changes must be written in by the Town Clerk in his or her copy of the document, and time should be allotted for each member of the Council to note the changes in their copies. If the resolution or ordinance is passed by the Council, the Town Clerk shall record the yeas and nays. In the case of extensive or complicated amendments, the Council may vote to provide the Town Clerk time to retype the resolution or ordinance and have it ready for Council signature by close of business the following day.~~

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title I General Provisions, Chapter 10 Rules of Construction; General Penalty, Section 10.15 Effective Date of Ordinances is hereby amended to read as follows (additions in ALL CAPS; deletions in strikeout):

~~§ 10.15 Effective Date of Ordinances AND RESOLUTIONS; FORM; EFFECTIVE DATE.~~

(A) **FORM OF ORDINANCES AND RESOLUTIONS.** ALL ORDINANCES AND RESOLUTIONS SHALL BE IN WRITING, WITH A COPY PROVIDED TO EACH

MEMBER OF THE COUNCIL AND THE TOWN CLERK. IF A PROPOSED ORDINANCE OR RESOLUTION IS AMENDED BY COUNCIL DURING THE MEETING AT WHICH IT IS APPROVED, THE TOWN CLERK SHALL RECORD THE AMENDMENTS AND READ THE AMENDED PROVISIONS BACK TO COUNCIL PRIOR TO THE FINAL VOTE.

(B) *RECORD OF VOTE.* FOR ANY RESOLUTION OR ORDINANCE APPROVED BY COUNCIL, THE TOWN CLERK SHALL RECORD THE YEAS, NAYS AND ABSTENTIONS. IF THE COUNCIL APPROVES EXTENSIVE OR COMPLICATED AMENDMENTS TO A PROPOSED ORDINANCE OR RESOLUTION, THE TOWN CLERK SHALL PREPARE A REVISED VERSION AS APPROVED BY COUNCIL, AND OBTAIN THE MAYOR'S SIGNATURE AS SOON AS PRACTICABLE.

(A)(C) *EFFECTIVE DATE.* NO ORDINANCE, RESOLUTION OR FRANCHISE SHALL BECOME OPERATIVE UNTIL THIRTY DAYS AFTER ITS PASSAGE BY THE COUNCIL AND SIGNATURE BY THE MAYOR, EXCEPT EMERGENCY MEASURES NECESSARY FOR THE IMMEDIATE PRESERVATION OF THE PEACE, HEALTH, OR SAFETY OF THE TOWN.

(B)(D) *VOTES REQUIRED FOR APPROVAL.* ALL ORDINANCES AND RESOLUTIONS, EXCEPT EMERGENCY ORDINANCES AND RESOLUTIONS, SHALL REQUIRE THE AFFIRMATIVE VOTE OF A MAJORITY OF ALL COUNCILMEMBERS PRESENT AT ANY REGULAR OR SPECIAL COUNCIL MEETING IN ORDER TO BECOME EFFECTIVE. EMERGENCY ORDINANCES AND RESOLUTIONS SHALL REQUIRE THE AFFIRMATIVE VOTE OF THREE-FOURTHS OF ALL THE MEMBERS OF THE COUNCIL. NO ORDINANCE SHALL BE PASSED UNLESS ALL COUNCILMEMBERS PRESENT AT THE MEETING ARE IN POSSESSION OF COPIES OF SUCH ORDINANCE.

Section II. Savings Clause

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.

Section III. Repeal of Conflicting Ordinance

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.

Section IV. Penalties

Any person found responsible for violating any provision of this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Section 10.99 of the Dewey-Humboldt Code of Ordinances unless a different specific penalty is provided herein.

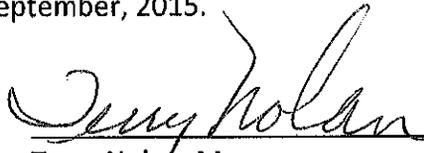
PASSED AND ADOPTED by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, this 15 day of September, 2015, by the following vote:

AYES: 4

NAYES: 2 ABSENT: 1

EXCUSED: 0 ABSTAINED: 0

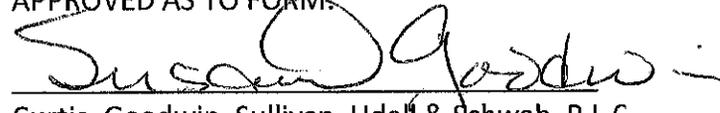
APPROVED this __ day of September, 2015.


Terry Nolan, Mayor

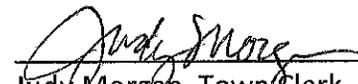
ATTEST:


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. 15-116 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA ON THE 15 DAY OF SEPTEMBER, 2015, WAS POSTED IN THREE PLACES ON THE 18th DAY OF September, 2015.


Judy Morgan, Town Clerk

📖 § 35.05 CONDUCT IN PUBLIC OFFICE.

(A) The public official shall not discuss or divulge confidential information acquired in the course of his or her official duties, nor shall he or she use this information for his or her own personal interest or aggrandizement. As a minimum, the public official shall utilize A.R.S. § 38-504 as one, but not the only, guideline.

(B) The public official shall respect the rights, privileges and opinions of fellow officials.

(C) Propriety dictates that the public official shall be sensitive to the possible confidential or personal nature of directives addressed to other individuals.

(D) In any dealings with town employees, the public official shall maintain professional conduct with respect to work assignments and obligations. The office of the public official shall in no situation be used to wrongfully obtain information, either by intimidation or by deliberately violating the privacy of an employee's work station.

(E) Public decision-making must be fair and impartial and shall be non-discriminatory on the basis of protected classes, such as racial and religious groups, outlined in federal, state and town laws and ordinances. Public officials shall conduct business and operate in a manner that is free from illegal discrimination on the basis of age, sex, color, race, disability, national origin, or religious persuasion.

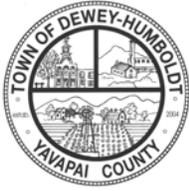
(F) Public officials shall not use their political or appointed office to advance private interests and engage in political campaigning at town meetings or within town buildings.

(G) No relative of a sitting Council Member, member of a town board, committee or commission may be employed by the town.

(H) Discussion of issues that may appear in the future before the Council or a board, committee or commission shall be prohibited when a situation arises where a quorum of the Council or a board, committee or commission exists. Numerous Arizona laws require that meetings of public bodies be open to the public, and that public records be available for inspection.

(Ord. 13-103, passed 12-17-2013)

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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
May 3, 2016 – 6:30 pm Town Council Meeting

Agenda Item # 9.1. Call of Election.

To: Mayor and Town Councilmembers

From: Judy Morgan, Town Clerk

Date submitted: April 18, 2016

Agenda Item: Call of Election. Mayor, and 3 Council Members election in August 2016.

Recommended action: Call of Election.

Summary:

The Town must begin the process of electing or re-electing a Mayor for a 2-year term and three Council Members for 4-year terms. The terms of Mayor Nolan, Councilmembers Alen, Repan and Wright are ending on December 6, 2016.

The Primary Election will be on August 30, 2016, and any candidate receiving a majority of all votes cast for these offices, at the Primary Election will be declared elected without running at the General Election. If a General Election is needed, it will be held on November 8, 2016.

Candidate Packets were made available on May 2, 2016, at 8 a.m. This year we will be hosting a “Candidate Orientation” on Thursday, May 12th, at 6:00 p.m., where staff will describe the election process. Candidates will have until June 1, 2016, by 5 p.m., to **file their nomination papers**. Candidates who miss that deadline will have until July 21, 2016, to file nomination papers as **write-in** candidates. If a “Late Vacancy” occurs, then Nomination Papers for such **late vacancy write-in** candidates are due by August 25, 2016.

The voter registration deadline for the Primary Election is August 1, 2016.

If any interested citizen needs more information, Town staff will be happy to help. Of course, Town resources and staff are not available for any campaigning, finance report preparation, or assistance with actual campaign or signature materials.

Budget: Total cost for both the Primary and General Elections have been budgeted for \$18,000.

Attachments: Call of Election form for publication.



CALL OF ELECTION PUBLIC NOTICE OF TOWN OF DEWEY-HUMBOLDT

Notice is hereby given that the Town of Dewey-Humboldt will hold elections as follows:

- *Primary Election: August 30, 2016
- General Election: November 8, 2016
- Offices to be filled: Mayor (2-year term)
3 Council positions (4-year terms)
- Candidate Packet Distribution: May 2, 2016, available at 8 a.m.
- Candidate Orientation: May 12, 2016, at 6 p.m.
- Candidate Packet Filing Deadline: June 1, 2016, at 5 p.m.
- Voter Registration Deadline for
Primary Election: August 1, 2016, at 5pm

Information and candidates' packets are available at Town Hall, 2735 S. Hwy 69 Suite 12, Humboldt, Arizona 86329. Completed candidates' packets should be filed at Town Hall.

/s/ Judy Morgan
Town Clerk

April 18, 2016
Date

*Any candidate receiving a majority of all votes cast at the Primary Election will be declared elected without running at the General Election.



LLAMADA DE L'ELECCIÓN AVISO PÚBLICO D'EL MUNICIPIO DE DEWEY-HUMBOLDT

El aviso se da por este medio que el municipio de Dewey-Humboldt celebrará elecciones como sigue:

- *Elección Primary: 30 d'agosto 2016
- Elección general: 8 de noviembre 2016
- Oficinas que se llenarán: Alcalde (término de 2 años)
3 posiciones del Consejo (términos de 4 años)
- **Distribución del paquete del candidato: 2 de mayo 2016, disponible en 8 a.m.
- Orientación del candidato: 12 de mayo 2016, à las 6 :00 p.m.
- Plazo de la limadura del paquete del candidato: 1 de junio 2016, à las 5 p.m.
- Plazo del registro del votante para Elección primaria: 1 de agosto 2016

La información y los paquetes para los candidatos están disponibles en el edificio del ayuntamiento, 2735 S. Highway 69, # 12, Humboldt, Arizona 86329. Los paquetes terminados se deben archivar en el edificio del ayuntamiento.

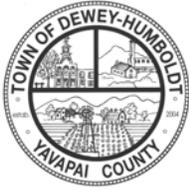
/s/ Judy Morgan
Town Clerk

18 d'abril 2016
Fecha

* Cualquier candidato que recibía a una mayoría de todos los votos qu'el molde en las elecciones primarias será declarado eligió sin el funcionamiento en l'elección general.

** Desafortunadamente, los paquetes d'información para los candidatos no están disponibles en español.

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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

May 3, 2016 – 6:30 pm Town Council Meeting

Agenda Item # 9.2. Authorization of establishing a Wells Fargo Bank Savings Account and maintain a sufficient cash balance. Possible Council authorization or rejection.

To: Mayor and Town Councilmembers

From: Deni Thompson, Finance Supervisor

Date submitted: April 27, 2016

Recommended action: Direct to open a saving's account to cover daily expenses.

Summary:

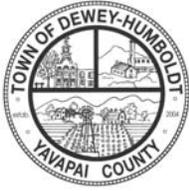
Currently, all of the Town's cash is in the LGIP fund. We bank with Wells Fargo (WF) Bank and have a checking account with practically no balance. We transfer funds from the LGIP account to the WF checking's account when we have bills to pay. The account contains a minimum cash balance most of the time. The account does not generate interest either. It is merely an operating bank account.

We would like to open a savings account and maintain a fund balance of \$100,000 in the account. Here are the reasons:

1. Convenience and extra protection for the fund in the bank. Currently the wire transfer from the LGIP account to the WF checking account could take up to a day. A WF savings account with a balance would avoid any delay in critical unexpected requests for purchases while waiting for wire transfers occur. After the transfer, the savings account funds used would then be replenished. The savings account also provides for overdraft protection.
2. The savings account is an interest bearing account while the checking account is not. Although the interest rate varies and may not yield as much as dividend as the LGIP investment account, the interest is steady. The interest rate is market driven and estimated to be reasonable close to the rates we are experiencing with our State funds. Based on calculation on the current information I have available I believe the earnings may vary by a very small monthly amount, well worth the added protection the Town Receives.

The Account recommended by our bank representative is their wells Fargo Exception Rate Savings Account. This should provide the Town with the security, visibility, immediate access of extra funds and peace of mind. All deposits are FDIC insured and fully collateralized for no risk to the Town. It is fully compliant for Public Funds accounts.

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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

May 3, 2016 – 6:30 pm Town Council Meeting Chambers

Agenda Item 9.3. 2016 Spring Chip-seal project contract award. Possible award of the contract to a contractor.

To: Mayor and Town Council Members

From: Ed Hanks, Public Works Supervisor

Recommendation: To award Base Bid and Bid alternates #1 and #2 of the 2016 Spring Chip Overlay Project to Earth Resources Corporation.

Date submitted: April 25, 2016

Summary:

The 2016 Spring Chip Overlay Project was advertised. Earth Resource Corporation, a local company, was the lowest and only responsible bidder to submit a bid. Their bid total is \$174,097.05.

The budget line item is \$168,023.62 (account# 20-431-7006) for this project. The overage difference is due to the unexpected need for a double chip-seal on Deer Pass and Antelope Way.

The Bid Tabulation sheet is attached showing: Base Bid - \$140,036.51

Alternate Bid #2 – \$16415.82

Alternate Bid #2 - \$17644.72

Total Bid Combined - \$174,097.05

All of the roads that were bid on are scheduled for this year in the Multi-year maintenance Plan.

Although the bid amount is higher than the budgeted estimate and the available fund in that account, in order to maintain the current Maintenance schedule, Staff does recommend the award of this contract to Earth Resources Corporation. We believe that most of the fund difference will likely be absorbed by fluctuations from other expense accounts in HURF. Seeing this trend, moving forward staff will have to adjust the FY 16's preliminary budget work sheet for future years' budget.

Department of Public Works
Bid Documents and Plans
for the
Spring 2016
Chip Overlay Project

**Town of Dewey-Humboldt
Public Works Department
2735 S. Hwy 69, Unit 10
Dewey-Humboldt, Arizona
Tel.: (928) 632-5074
Fax: (928) 632-7365
P.O. Box 69
Humboldt, AZ
86327**

**Prepared by:
Ed Hanks Jr. Public Works Supervisor**

Bid Date: April 19, 2016 2:00 PM, AZ local time



Town of Dewey-Humboldt
Notice and Invitation for Bids

Services: Chip Seal

Bid Opening/Deadline for Submittal: April 19, 2016 2:00 p.m.

Location: Dewey-Humboldt Town Hall, 2735 S Highway 69, Suite 12, Humboldt Station, Humboldt, AZ

Staff Contact/ telephone number: Ed Hanks, Public Works Supervisor 928-632-5074

Contract Documents available at: Town of Dewey-Humboldt, Office of the Town Clerk, 2735 S Highway 69, Humboldt Station, Humboldt, AZ.

Date and Location for Submittal of Sealed Bids: Sealed bids will be received by mail at Town of Dewey-Humboldt, Town Clerk’s Office, P.O. Box 69, Humboldt, AZ 86329, or delivered to Town of Dewey-Humboldt, Office of the Town Clerk, 2735 S Highway 69, Humboldt Station, Humboldt, AZ no later than 2:00 p. m. on April 19, 2016 for the above services. Bids must be submitted in a sealed envelope clearly marked on the outside “2016 Chip Seal Overlay”. Any bid received after the time specified will be returned unopened. It is the bidder’s responsibility to assure bids are received at the above location on or before the specified time. Bids will be opened at 2:00 p. m., and the names of proposers publicly read aloud immediately after the time for receiving bids.

Pre-Bid Conference: A mandatory pre-bid conference will be held on Monday April 11, 2016 at 2:00 p.m. at the Dewey-Humboldt Town Hall, 2735 S Highway 69, Suite 12 Humboldt Station, Humboldt, AZ.

Work Summary: Dewey-Humboldt seeks chip seal overlay services. The services are required to be completed no later than the end of business on June 30, 2016. The services are generally described as follows: Placing approximately 30 tons hot patch in preparation of Chip seal overlay, approximately 68548 square yards of low volume Single Chip Seal on Town roadways, placing approximately 4334 square yards of High Volume Double Chipseal on Town owned Roads (Bid alternate #1), placing approximately 10416 square yards of Low Volume Single Chip Seal on Town Owned Roads (Bid Alternate #2) and restriping approximately 1901 LF of Double Yellow center stripe.

Bid Requirement: Each bid will be in accordance with the bid requirements, set forth in the Request for Bids, which may be downloaded from www.dhaz.gov or obtained by contacting the Town Clerk, telephone no. 928-632-7362 or Ed Hanks, telephone no. 928-632-5074. Any bid which does not conform in all material respects to the Request for Bids will be considered non-responsive.

Right to Reject Bids: Dewey-Humboldt reserves the right to reject any or all bids, waive any informality in a bid or to withhold the Award for any reason Dewey-Humboldt determines.

Equal Opportunity: Dewey-Humboldt is an equal opportunity employer. Minority and women’s business enterprises are encouraged to submit bids on this solicitation.

DATED: _____

TOWN OF DEWEY-HUMBOLDT, ARIZONA

Publications Date(s)

Judy Morgan, Town Clerk

**IMPORTANT
BIDDER'S CHECK LIST**

- 1. The Bid has been signed. (Bids not signed will not be considered.)
- 2. Authorized Signature Form is enclosed.
- 3. The bid prices offered have been reviewed.
- 4. Any required descriptive literature or other information have been included.
- 5. The Contract Time and/or schedules have been included.
- 6. All addenda numbers issued have been noted on Bidder's Affidavit (See Section 4.6).
- 7. The mailing envelope/package has been addressed to:
Town Clerk's Office
P.O. Box 69
Humboldt, Arizona 86329
- 8. Bid Package/Envelope has been identified with proposal number and title.
- 9. The bid is submitted in time to be received and stamped in by Clerk's Office representative no later than specified time on designated date. (Otherwise the bid cannot be considered.)
- 10. The Bid Guarantee in the form of a certified check, cashier's check or surety bond for 10% of the amount bid has been included.

INVITATION FOR BID DOCUMENTS FOR:
2016 CHIP SEAL OVERLAY
FOR THE TOWN OF DEWEY-HUMBOLDT, ARIZONA

Dewey-Humboldt intends to purchase chip seals overlay services in compliance with these specifications.

REQUIREMENTS FOR BIDDERS.

1.1 Bid Opening Date and Location: Bids will be received in the office of the Town Clerk, Dewey-Humboldt Town Hall, 2735 S. Highway 69, Unit 12, Humboldt, Arizona 86329 until 2:00 p.m., on April 19, 2016 at which time the names of the bidders will be opened and publicly read. Late bids will not be considered.

1.2 Bid Documents Available: The Bid Documents consist of four parts: I. Requirements for Bidders, II. General Conditions, III. Scope of Work, and IV. Bidder's Bid (form). The Bid Documents are available for downloading from www.dhaz.gov or by contacting Judy Morgan, Town Clerk, telephone no. 928-632-7362 or Ed Hanks, Public Works Supervisor, telephone no. 928-632-5074.

1.3 Incorporation of Bid Documents: All of the Bid Documents apply to and become a part of the terms and conditions of the bid.

1.4 Bid Form: Bids must be submitted only on the bid form. All bids must be submitted in a sealed envelope clearly marked "2015 Chip Seal Overlay."

1.5 Pre-Bid Conference: A **Mandatory Pre-Bid Conference** will be held at 2:00 p.m. on April 11, 2016, at the Dewey-Humboldt Town Hall, Suite 12 Humboldt Station, Humboldt, Arizona. The Scope of Work will be reviewed, discussed and opened for questions. **Potential bidders are required to attend.** Potential bidders will be able to ask for interpretations and clarifications of this IFB at that time. Dewey-Humboldt will not be responsible to convey any clarifications to potential bidders who are not in attendance.

1.6 Dewey-Humboldt's Right to Reject Bids: Dewey-Humboldt reserves the right to reject any and all bids and to waive technicalities.

1.7 Late Bids: Late submittals and/or unsigned Bids will not be considered under any circumstances. Envelopes containing Bids with insufficient postage will not be accepted by Dewey-Humboldt. It is the sole responsibility of the Bidder to see that his/her Bid is delivered and received by the proper time and at the proper place.

1.8 Bid Amendment or Withdrawal: A Bid may be withdrawn any time before the Bid due date and time. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided by applicable law.

1.9 Public Record: All Bids submitted in response to this solicitation and all evaluation related records shall become property of Dewey-Humboldt and shall become a matter of public record for review, subsequent to bid opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Dewey-Humboldt in Bids submitted, and the information sought to be protected clearly marked as proprietary. Dewey-Humboldt will not insure confidentiality of any portion of the bid that is submitted in the event that a public record request is made. Dewey-Humboldt will provide 48 hours' notice before releasing materials identified by the bid as confidential or proprietary in order for the bidder to apply for a court order blocking the release of the information.

1.10 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk's Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.11 Bid Acceptance Period: All bids shall remain open for ninety (90) days after the day of the opening of bids, but Dewey-Humboldt may, at its sole discretion, release any bid and return the bid security (as applicable) prior to that date. No Bidder may withdraw his Bid during this period without written permission from Dewey-Humboldt. Should any Bidder refuse to enter into a contract, under the terms and conditions of the procurement, Dewey-Humboldt may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.12 Addendum: This Request for Bids may only be modified by a written Addendum. Potential Bidders are responsible for obtaining all addenda.

1.13 Bidder Registration: Bidders shall contact Dewey-Humboldt's Contact person, Ed Hanks, at (928) 632-5074 to make arrangements to receive notice of Addenda to this Solicitation. All addenda will be posted on the Dewey-Humboldt website at www.dhaz.gov.

1.14 Bid Bond: Each bid will be submitted on the Bid Form(s) included in the Contract Documents and will be accompanied by a certified check, cashier's check, or bid bond for ten percent (10%) of the amount of the bid, made payable to the Town of Dewey-Humboldt.

1.15 General Evaluation Standards:

1.15.1 In General. Dewey-Humboldt seeks to obtain the services described above in the Scope of Work and will award a contract to the lowest most responsive bidder. Dewey-Humboldt wishes to obtain the most reliable and productive services. Dewey-Humboldt will be the sole judge of whether the services offered are acceptable. Bids from individuals who have provided inadequate services to municipalities in the past, or bids offering services proven unsatisfactory in Dewey-Humboldt's sole judgment may be rejected and not considered

1.15.2 Clarifications. Dewey-Humboldt reserves the right to obtain Bidder clarifications where necessary to arrive at full and complete understanding of Bidder's product, service, and/or solicitation response. Clarification means a communication with a Bidder for the sole purpose of eliminating ambiguities in the Bid and does not give Bidder an opportunity to revise or modify its bid.

1.15.3 Waiver and Rejection Rights. Dewey-Humboldt reserves the right to reject any or all Bids or to cancel the solicitation altogether, to waive any informality or irregularity in any Bid received, and to be the sole judge of the merits of the respective Bids received.

1.16 Bid Preparation:

1.16.1 Format. Bidders shall submit their Bid with an original and **2 copies** and shall be submitted on the forms provided in this Invitation for Bids.

1.16.2 No Facsimile or Electronic Mail Bids. Bids may not be submitted in facsimile or electronically. A facsimile or electronic mail Bid shall be rejected.

1.16.3 Typed or Ink Corrections. The Bid shall be typed or in ink. Erasures, interlineations or other modifications in the Bid shall be initialed in ink by the person signing the Bid.

1.16.4 No Modifications. Modifications shall not be permitted after Bids have been opened except as otherwise provided under applicable law.

1.16.5 Content. The Bid shall contain all of the following information:

Brief Description of the Bidder's Firm

- A. Office location
- B. Length of time in business
- C. Total number of employees and number of local employees
- D. Names of principals, their disciplines, and Arizona registration.
- E. Services provided by the firm
- F. Experience in providing similar services within the last 2 years
- G. Three (3) references

Subcontractors:

Please list any firms that will act as subcontractors to your firm. Provide information regarding prior projects on which subcontractors have worked with your firm.

1.16.6 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the Bid Section, which shall be submitted together with the Bid on the Bid due date and time. Failure to note a Solicitation Addendum may result in rejection of the Bid.

1.16.7 Evidence of Intent to be Bound. The Bid form within the Solicitation shall be submitted with the Bid and shall include a signature by a person authorized to sign the Bid. The signature shall signify the Bidder's intent to be bound by its Bid and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Bid.

1.16.8 Non-Collusion and Non-Discrimination. By signing and submitting the Bid, the Bidder certifies that: the Bidder did not engage in collusion or other anti-competitive practices

in connection with the preparation or submission of its Bid; and the Bidder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.17 Inquiries

1.17.1 Duty to Examine. It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification (inquiries), and examine its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for modifying or withdrawing the Bid after the Bid due date and time, nor shall it give rise to any Contract claim.

1.17.2 Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the solicitation. The Bidder shall not contact or direct inquiries concerning this Solicitation to any other Dewey-Humboldt employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.17.3 Submission of Inquiries. All inquiries except those at the Pre-Bid Conference shall be submitted in writing and shall refer to the appropriate Bid Request, page and paragraph. Do not place the Bid Request on the outside of the envelope containing that inquiry, since it may then be identified as an Bid and not be opened until after the Bid due date and time. Dewey-Humboldt shall consider the relevancy of the inquiry but is not required to respond in writing.

1.17.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Bid due date and time for review and determination by Dewey-Humboldt. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.17.5 No Right to Rely on Verbal Responses. A Bidder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

II. GENERAL CONDITIONS

2.1 Contract Term; Renewal. The Contract shall commence upon issuance of a Notice to Proceed by Dewey-Humboldt. All services shall be completed by June 30, 2016.

2.2 Bonds:

2.2.1 Bonds Required. Concurrently with the execution of the Contract, the Contractor shall furnish Dewey-Humboldt the following Bonds, which shall become binding upon the award of the Contract to the Contractor:

A Performance Bond in an amount equal to one hundred percent (100%) of the Contract amount conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and conditions thereof. Such Bond shall be solely for the protection of Dewey-Humboldt.

A Payment Bond in an amount equal to one hundred percent (100%) of the Contract amount solely for the protection of the claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the Work provided for in such Contract.

2.2.2 Form. Bond forms to be executed are included with the Contract Documents. Each such Bond shall include a provision allowing the prevailing party in a suit on such Bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court. Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The Bonds shall be made payable and acceptable to Gilbert. The Bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State and the Bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.

2.2.3 Contingent Award. Submittal of the required bonds as set forth in this paragraph is a condition precedent to this contract becoming effective.

2.3 Cooperative Use of Contract: Upon written approval of the Successful Bidder, this Contract may be tendered for use by other municipalities and government agencies.

2.4 Protests: A bidder may protest a solicitation or a contract award by filing a protest in writing with the Town Manager not less than 72 hours before the closing date and time of the solicitation, or within 72 hours after issuance of a notice of apparent low responsive and responsible bidder, or a notice of intent to award. The protest shall include the following information: (1) the name, address and telephone number of the protester; (2) the signature of the protester or its authorized representative; (3) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.

III. SPECIFIC SCOPE OF WORK

The services are generally described as follows: Placing approximately 30 tons hot patch in preparation of Chip seal overlay, approximately 68548 square yards of low volume Single Chip Seal on Town roadways, placing approximately 4334 square yards of High Volume Double Chipseal on Town owned Roads (Bid alternate #1), placing approximately 10416 square yards of Low Volume Single Chip Seal on Town Owned Roads (Bid Alternate #2) and restriping approximately 1901 LF of Double Yellow center stripe.

The areas to be chip sealed and hot patch repaired are shown generally on Map Appendix A, Striping on Map Appendix B attached hereto.

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____, 2016, by
_____.

My Commission Expires:

Notary Public

BID SCHEDULE
Base Bid

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
	General Conditions				
1	Mobilization	1	LS		
2	Allowance for storm water Pollution Prevention	1	LS	0	0
3	Traffic Control	1	LS		
4	Materials Testing	1	LS		
5	Allowance for extra work	1	LS	\$3000.00	\$3000.00
6	Prepare Road surface with Hot Patch Per Appendix: A	30	TON		
7	Low Volume Single Chipseal using CRS-2P over existing Pavement Per Mag Sec.-330 See Map Appendix A	68548	SY		
8	Fog Coat Per Mag sec.- 330 See Map Appendix A	68548	SY		
9	Double yellow center line stripe Appendix B	1901	LF		
10					
11	Totals Base Bid				
12					
13					

BID Alternate #1

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Traffic Control	1	LS		
2	Place High Volume Double Chipseal using CRS2-P Per Mag Sec.- 330 See Map Appendix A	4334	SY		
3	Fog Coat Per Mag sec.- 330 See Map Appendix A	4334	SY		
4	Total Bid Alternate #1				

Bid Alternate #2

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Traffic Control	1	LS		
2	Place Low Volume Single Chipseal Using CRS2-P Per Mag Sec.- 330 See Map Appendix A	10416	SY		
3	Fog Coat Per Mag sec.- 330 See Map Appendix A	10416	SY		
4	Total Bid Alternate #2				

Base Bid Totals _____

Bid Alternate #1 _____

Bid Alternate #2 _____

Total Bid _____

Name of Bidder: _____

Bidder's Address: _____

Bidder's License
Type and Number: _____

Bidder's Signature: _____

Type or Print Name: _____

Phone/Fax: _____ /fax: _____

Project: Spring 2016 Chip overlay

BID SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, (hereinafter "Principal"), and the _____, a corporation duly organized under the laws of the State of _____, duly licensed and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), are held and firmly bound unto the Town of Dewey-Humboldt, a municipal corporation as Obligee, in the sum of ten percent (10%) of the amount of the bid submitted by the Principal to the Mayor and Council of the Town of Dewey-Humboldt for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S. § 34-201.

WHEREAS, the Principal is herewith submitting its bid proposal for Dewey Humboldt –Spring 2016 Chipseal overlay.

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

This Surety Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.

Signed and sealed this ____ day of _____, 2016.

Principal

Title

Witness:

Surety

Title

Witness:

Address of Surety:

* Attach Power of Attorney

PROJECT SPECIFICATIONS

General Information:

- The Town of Dewey-Humboldt desires to Single chip seal existing Town owned roadways. The bidder is hereby made aware that intersections need extra attention under this contract and that the Town desires to coordinate its forces with the successful bidder to improve the radius at the bid unit prices per square yard.
- The work shall be as described in the plans and in these specifications.

Special Requirements:

Uniform Standard Specifications and Details: The Town of Dewey-Humboldt has adopted the “Uniform Standard Specifications for Public Works Construction” as sponsored and distributed by the Maricopa Association of Governments, Arizona and as supplemented by Central Yavapai County Government Unified Construction Standards. By this reference, these standards are incorporated into these Project Specifications and contract.

Permits: A Town Right of Way permit will not be required. **ADOT Permits may be required at one location where the Town roads intersect with Highway 69.**

Award of Purchase: Bids will be evaluated and awarded based on the total base bid plus or minus any bid alternates, (if any), selected by the Town Council. The successful bidder will be selected by the Mayor and Council at the regularly scheduled Town Council meeting immediately following the bid opening date.

Time of Completion and Liquidated Damages: The successful bidder shall complete construction within **60** calendar days after **Notice to Proceed**. Failure to complete on time shall subject the successful bidder to liquidated damages as specified in Section 108.9 “Failure to Complete on Time” of the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction.

Form of Bid: All bids must be submitted on the Bid Proposal form attached hereto, and must be **sealed**, marked “**Spring 2016 Chip Seal overlay**”, and received at the Office of the Town Clerk prior to the stated bid time. The Town reserves the right to accept or reject any and all bids.

Bid Sheet: The quantities listed are approximate and will be field verified for pay items. They may be increased, decreased or deleted at the discretion of the Town. **The unit bid prices shall be considered as full compensation. Therefore, they must include all state and local taxes and license taxes required to do the work.**

PROJECT SPECIFICATIONS

The specifications that follow are additional and/or clarifying provisions to the MAG/YAG Specs most applicable to this particular project.

SECTION 104: SCOPE OF WORK:

104.1.4. CLEAN-UP AND DUST CONTROL:

Particular care is to be given to dust control.

SECTION 106: CONTROL OF MATERIALS:

106.2 SAMPLES AND TESTS OF MATERIALS:

As written.

SECTION 301: SUBGRADE PREPARATION

The Contractor shall sweep all roadways to the satisfaction of the Town Agent prior to placement of single chip seal or second pass of double chip seal.

The Contractor shall mound sand on cut-to-fit roofing felt over manholes and water or gas valves prior to chip and shall remove felt and oil/chip waste prior to rolling.

SECTION 330: ASPHALT CHIP SEAL

330.3 TIME OF APPLICATION AND WEATHER CONDITIONS:

Temperature and other MAG Specification weather limitations shall be adhered to. The Town Agent shall have the discretion to prohibit or stop chip seal operations if, in his judgment, weather conditions are not conducive to proper cure of the chip seal coat. The chip seal coat shall not be placed prior to authorization of the Town Agent. No chip seal operations shall start prior to all equipment being on-site and in an operating condition and all traffic signs and flaggers being in position.

No chip seal construction will be allowed between September 1 and May 30 without the approval of the Town Agent.

330.4.1 PREPARATION OF SURFACES:

Some roads will need to be repaired with hot patch material. These areas will need to be applied to existing surface elevations and compacted with smooth steel drum roller. This work will need to be completed one week prior to sealing. All roads will be swept clear of debris in accordance of M.A.G. section 330.4.1.

330.4.2 APPLICATION OF BITUMINOUS MATERIAL:

Asphalt shall conform to Section 712, MAG Specifications, for Grade CRS-2P applied at the following rates as directed by the Agent:

High Volume Single Chip Seal (1/2" chip): CRS-2P	0.50 to 0.60 Gal/SY
Low Volume Single Chip Seal (3/8" Chip): CRS-2P	0.30 to 0.40 Gal/SY

Contractor must provide specification sheets and test results for any submitted equal as a part of the bid package.

The Contractor shall supply the Town Agent with certified weight slips for each load to allow verification of application rates.

All other relevant portion of section 330.4.2 shall apply. .

330.4.3 APPLICATION OF COVER MATERIAL:

Cover material shall correspond to the requirements of MAG Specifications, Section 716, except that the gradation shown in Tables 716-1 and 716-2 for sieve size #200 shall be 0 to 1% passing (**not** 0% to 2% passing for the #200 sieve size as shown).

The Contractor shall provide test reports sealed by an Engineer registered to practice in the State of Arizona which demonstrates that the material delivered conforms to the specification requirements. One test report shall be provided from the stockpile at the source prior to chip seal construction and an additional test report shall be provided for each 500 tons of chips or portion thereof delivered to the job site. Application shall be as follows:

Single Chip Seal Course -	3/8" Low Volume	20	to	30
Pounds/SY				
Single Chip Seal Course -	1/2" High Volume	25	to	35
Pounds/SY				

The Contractor shall supply the Town agent with certified weight slips to allow verification of the application rates.

All other portions of Section 330.43 shall apply.

330.4.4 ROLLING:

Placement and rolling shall be in accordance with MAG Specifications.

330.4.6 SURPLUS AGGREGATE REMOVAL:

As Written.

330.4.7 Distributing Equipment:

As written.

330.7 PAYMENT

Payment shall be in accordance with Section 330.7 except as modified below:

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

SECTION 333: FOG SEAL COATS

333.6 Application of Asphalt Emulsion

Approximate rate of application will be .15 gallon per square yard.

All other portions of Section 333 are as written.

SECTION 401: TRAFFIC CONTROL

401.2 TRAFFIC CONTROL DEVICES:

The Contractor shall provide the Traffic Control signs, markings and devices in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance and the Manual of Uniform Traffic Control Devices.

A reader board is required three working days prior to start of project. The reader boards shall be placed in the areas of Kachina Road west of Highway 69 and on Foothills Road south of Highway 169. Message will read the dates that the work will be performed.

The Contractor shall facilitate the safe movement of traffic through the work area as required for the duration of the project.

401.3 FLAGMEN OR PILOT CARS:

Flaggers shall be provided, as required, and/or deemed necessary by the Agent to facilitate the safe movement of traffic within the construction area.

The Contractor shall provide warning signs for “Slow, Loose Gravel, 15 MPH,” or other wording accepted by the Town agent at no less than 1/4 mile intervals through all chip seal areas until the surface has been swept free of loose material and accepted by the Engineer.

401.4 TRAFFIC CONTROL MEASURES:

As written.

401.5 GENERAL TRAFFIC REGULATIONS:

If at any time during the construction, the Town Agent feels that the Traffic Control being provided by the Contractor is inadequate, he may direct the Contractor to provide additional signs, and/or flagmen. Should the Contractor fail to provide the required Traffic Control, the Town Agent will arrange for said control. The cost of this control will be deleted from the Contractor’s pay.

401.7 PAYMENT:

All required Traffic Control provided in accordance with Section 401, MAG Specifications, and the additional conditions provided herein will be considered as incidental to chip seal operations. No separate measurement or payment will be made.

**AGREEMENT FOR SERVICES
CONTRACT**

THIS AGREEMENT is entered into as of this ____ day of _____, 2016, by and between the Town of DEWEY-HUMBOLDT, Arizona, a municipal corporation, , hereinafter referred to as “Town” and _____, hereinafter referred to as “Contractor.”

FOR THE PURPOSE of providing Chip Seal services for the Town of Dewey-Humboldt, Town 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, Town 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. Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by Town, the services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work is set forth in the Bid Documents and Contractor’s bid, which are attached hereto as Exhibit A and Bid Schedule.

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 Contract, 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 Consulting 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, including utilities, 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 _____ as Contractor Representative and all communications shall be directed to him. Prior to changing such designation Contractor shall first notify Town in writing.

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 Town.

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

1.3.7 Contractor shall coordinate its activities with Town's representative and submit any required reports to Town'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 for 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 Town.

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

1.4.2 Town designates _____ as its Contract Representative. All communications to Town shall be through its Contract Representative.

1.4.3 Contract Term: The Contract shall commence upon issuance of a Notice to Proceed by Dewey-Humboldt. Work shall be completed within 30 business days, beginning with the day following the starting date specified in the Notice to Proceed. Failure to complete the Work on time shall subject Contractor to liquidated damages as set forth in Section 108.9 "Failure to Complete on Time" of the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction.

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

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation: All compensation for complete and satisfactory completion of services rendered by Contractor, including its subcontractor(s), shall be set forth in Exhibit C and shall not exceed \$_____.

2.2 Method of Payment. Method of payment shall be set forth in Exhibit C. If payment is to be made monthly, Contractor 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.

2.3 Invoices. Town reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the Services are completed. Invoices for the month of July shall be submitted on or before August 1st. Invoices submitted after the close out of the fiscal year (August 1st) shall not be paid by Town.

2.4 The Contractor shall provide to Town its completed W-9 Form prior to receipt of any Compensation.

2.5 Taxes. Contractor will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or services generally taxable to the Contractor are eligible for a tax exemption, credit or deduction due to the nature of the item, at Contractor's request, Town will assist Contractor in applying for and obtaining the same.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. Town 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 D. 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 Town except as provided herein nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

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

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

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, 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 Town, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Contractor's insurance shall be primary insurance as respects performance of subject contract and in the protection of 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, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Gilbert, 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 Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Town, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

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 Town 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 Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such

Certificate(s) shall identify the Agreement and be sent to Town 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 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 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 Town, 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 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.

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

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 Town, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused 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 Town, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused 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 Town. Such indemnity does not extend to Town’s negligence.

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

6. TERMINATION OF THIS AGREEMENT

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

6.2 Payment to Contractor upon Termination. If the Agreement is terminated, Town 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 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 Contractor involving transactions related to this Agreement.

7.3 Ownership of Document 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 Town unless otherwise agreed to by both parties. Town 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 Town'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, 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. This Contract 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 Town'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. Contractor agrees that it is a separate and independent enterprise from Town, 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 Contract shall not be construed as creating any joint employment relationship between the Contractor and Town, and Town will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: The Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.]

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 Contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Equal Treatment of Workers. Contractor 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 work. Contractor 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").

Contractor shall protect and indemnify Gilbert and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

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

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

7.10 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:

TOWN:

CONTRACTOR:

Town Manager
Town of Dewey-Humboldt
P.O. Box 69
Humboldt, Arizona 86327

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

7.12 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. Town may order Contractor, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate for the convenience of Town.

8.2 Adjustment to Contract 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 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 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. 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. Contractor further

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

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

9.3 Notice regarding A.R.S. § 38-511. This Contract is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

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

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

TOWN OF DEWEY-HUMBOLDT

By: _____
Terry Nolan, Mayor

ATTEST:

By: _____
Judy Morgan, Town Clerk

APPROVED AS TO FORM:

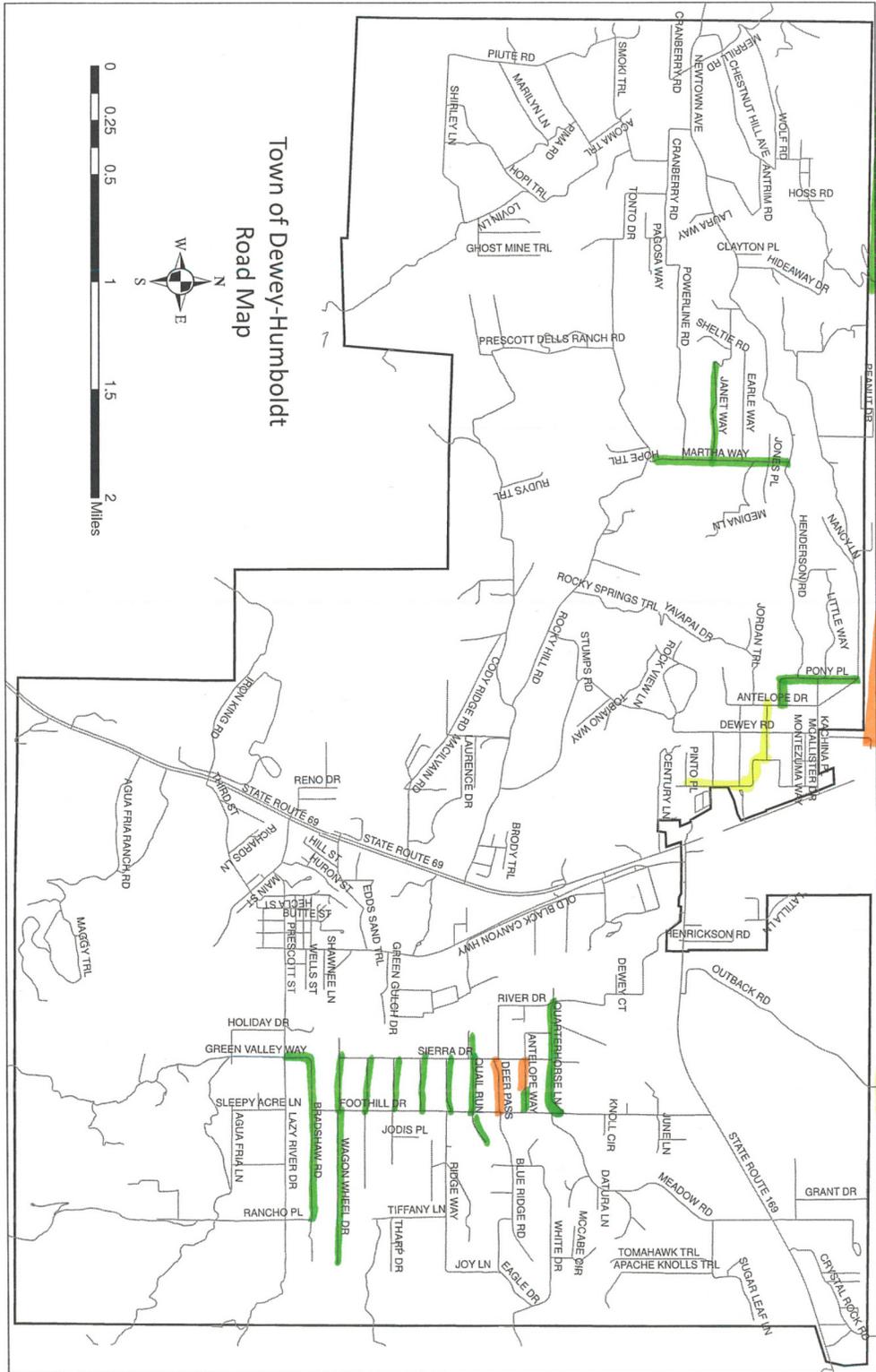
By: _____
Susan D. Goodwin, Town Attorney

CONTRACTOR

By: _____
Its: _____

EXHIBIT A
SCOPE OF WORK

The services are generally described as follows: Placing approximately 68548 square yards of low volume Single Chip Seal on Town roadways, Placing Approximately 4334 square Yards of High Volume Double Chipseal on Town Roads (Bid Alternate #1), placing an additional 10416 Square Yards of Low Volume Chipseal on Town owned roads (Bid Alternate #2) and 30 Tons Hot Patch in preparation. The areas to be chip sealed are shown generally on Appendix A attached hereto. The 1901 Lf of Re-Striping is generally shown in Appendix B.



Base Bid Roads

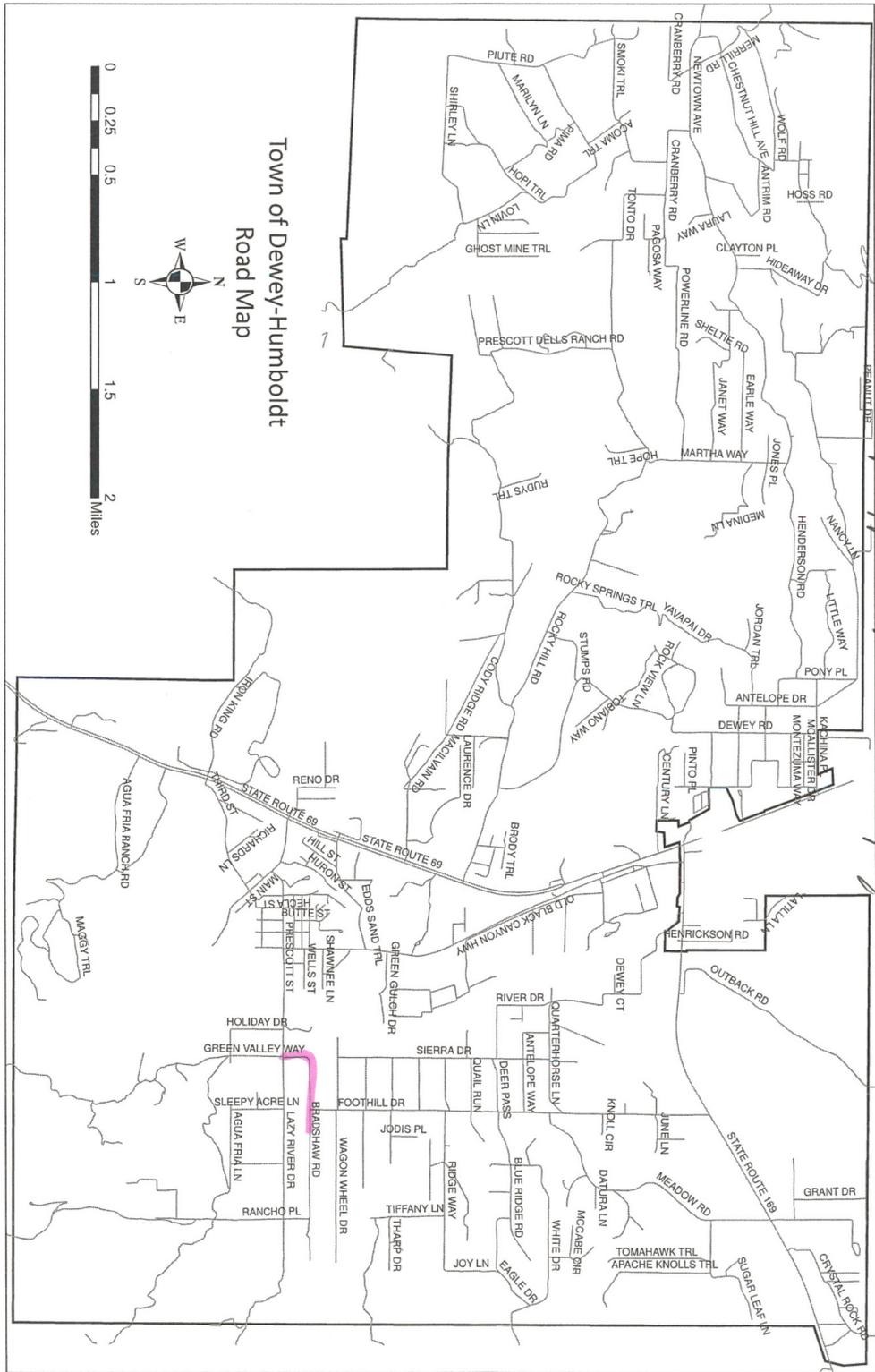
ADD #1

ADD #2

map Appendix A



Town of Dewey-Humboldt
Road Map



Town of Dewey-Humboldt
Road Map

Map A Appendix B - Restriping

B = Equal to or greater than \$2,000 but less than \$10,000
C = Equal to or greater than \$10,000 but less than \$100,000
D = Equal to or greater than \$100,000

**EXHIBIT C
PAYMENT SCHEDULE**

A. Compensation

1. 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.
2. Attached hereto as Exhibit C-1 is the Contractor's hours and fee estimate for the Project. Contractor's fee shall not exceed the amounts of the Bid Schedule:

Description	Amount
--------------------	---------------

B. Method of Payment

Invoices shall be on a form and in the format provided by Town and are to be submitted in triplicate to Town via Town's authorized representative.

STATE SOLE PROPRIETOR'S WAIVER (ATTACH)

Agreement including this Change Order will be _____

The Contract Time will increase by _____

ACCEPTANCE STATUS:

Contractor

Town of Dewey-Humboldt

By _____

By _____

Date _____

Date _____

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

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter "Principal"), and _____, a corporation organized and existing under the laws of the State of _____ and _____ duly licensed and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, with its principal office in the City of _____, (hereinafter "Surety") as Surety, are held firmly bound unto the Town of Dewey-Humboldt, County of Yavapai, State of Arizona (hereinafter "Obligee") in the amount of _____, (\$_____) the payment of which, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with Obligee dated the ____ day of _____, 2016, to construct **Spring 2016 Chipseal Overlay**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

This Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this ____ day of _____, 2016.

PRINCIPAL

SEAL

By _____

SURETY

SEAL

By _____

Address of Surety:

AGENT OF RECORD

AGENT ADDRESS

* attach Power of Attorney

LABOR AND MATERIALS BOND

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

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter "Principal") as Principal, and _____, a corporation organized and existing under the laws of the State of _____, duly licensed and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), with its principal office in the City of _____, as Surety, are held and firmly bound unto the Town of Dewey-Humboldt, County of Yavapai, State of Arizona (hereinafter "Oblige") in the amount of _____ (\$_____) for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with Oblige dated the ____ day of _____, 2016, to construct **Spring 2016 Chipseal Overlay**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

This Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this ____ day of _____, 2016.

PRINCIPAL SEAL

By _____

SURETY SEAL

By _____

Address of Surety:

AGENT OF RECORD

AGENT ADDRESS

* Attach Power of Attorney

TOWN OF DEWEY-HUMBOLDT, ARIZONA

CERTIFICATE OF INSURANCE

The

_____ certifies that the following insurance policies have been issued on behalf of

Name of Insured

_____ Address of Insured

Type of Insurance	Carrier	Policy No.	Eff. Date	Min. Amt. Of Coverage	Exp. Date	Limits of Liability
(1) Workmen's Compensation						Statutory
(2) Contractor's Protective Bodily Injury				\$2,000,000		Each Occurrence
(3) Contractor(s) Protective Property Damage				\$1,000,000 \$1,00,000		Each Accident Aggregate
(3) Contractual Bodily Injury				\$2,000,000		Each Occurrence
(3) Contractual Property Damage				\$1,000,000 \$1,000,000		Each Accident Aggregate
(4) Automobile Bodily Injury & Property Damage				\$1,000,000		Each Occurrence

Owner makes no representation that coverage and limits will be adequate to protect Contractor. All insurance required herein shall be maintained in full force and effect until all work required to be performed is satisfactorily performed, completed and formally accepted by Owner. All insurance coverage shall be on an occurrence basis and not claims made basis. Policies of insurance shall not be terminated or modified without at least 10 days' notice to Owner.

When the project includes construction of a new, or modification of an existing building (**in addition to the above types**):

(6) Fire and Extended Coverage plus Vandalism and Malicious Mischief for the Full Amount of Contract, with the Town of DEWEY-HUMBOLDT named as an additional insured.

Policy No.	Exp. Date	Amount
------------	-----------	--------

(7) Umbrella Coverage

Policy Includes Coverage For:

- A. 1. Damage caused by blasting
 - 2. Damage caused by collapse or structural injury
 - 3. Damage to underground utilities

 - B. Liability assumed in construction agreements and other types of contracts or agreements in effect in connection with insured operations.

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

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

It is further agreed that:

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

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

Date _____ Countersigned by _____

Signature

2016 Spring Chipseal Bid Tabulation

Base Bid				Earth Resources	
Item No.	Description	Quantity	Units	Unit Price	Total
	General conditions				
1	Mobilization	1	LS	\$ 1,100.00	\$ 1,100.00
2	storm water pollution Prevention	1	LS	\$ -	\$ -
3	Traffic Control	1	LS	\$ 11,546.00	\$ 11,546.00
4	Geotechnical Testing	1	LS	\$ 100.00	\$ 100.00
5	Allowance for Extra work	1	LS	\$ 3,000.00	\$ 3,000.00
6	Hot Patch Repair Per Appendix: A	30	Ton	\$ 305.00	\$ 9,150.00
7	Low Volume Single chip seal using CRS-2P over existing Pavement Per Mag Sec.-330 See Appendix:A	68548	SY	\$ 1.50	\$ 102,822.00
8	Fog Coat Per Mag sec.- 330 Appendix: A	68548	SY	\$ 0.17	\$ 11,653.16
9	Double yellow center line stripe Appendix B	1901	LF	\$ 0.35	\$ 665.35
10	Total Base Bid				\$ 140,036.51
Alternate Bid #1				Earth Resources	
Item No.	Description	Quantity	Units	Unit Price	Total
1	Traffic Controll	1	LS	\$ 250.00	\$ 250.00
2	High Volume Double Chip seal over prepared AB surface Per Mag Sectuion 330 See Appendix A	4334	SY	\$ 3.56	\$ 15,429.04
3	Fog Coat Per Mag sec.- 330 Appendix:A	4334	SY	\$ 0.17	\$ 736.78
	Alternate A Totals				\$ 16,415.82
Totals Base Bid and Alternate bid #1					\$ 156,452.33
Alternate Bid #2				Earth Resources	
Item No.	Description	Quantity	Units	Unit Price	Total
1	Traffic Controll	1	LS	\$ 250.00	\$ 250.00
2	Low Volume Single chip seal using CRS-2P over existing Pavement Per Mag Sec.-330 See Appendix:A	10416	SY	\$ 1.50	\$ 15,624.00
3	Fog Coat Per Mag sec.- 330 Appendix:A	10416	SY	\$ 0.17	\$ 1,770.72
	Alternate A Totals				\$ 17,644.72
Totals Base Bid + Alternate bid #1 and #2					\$ 174,097.05

