

SPECIAL STUDY SESSION MEETING NOTICE
TOWN COUNCIL OF DEWEY-HUMBOLDT
Tuesday, June 12, 2012, 2:00 P.M.

COUNCIL SPECIAL STUDY SESSION MEETING
2735 S. HWY 69

COUNCIL CHAMBERS, TOWN HALL
DEWEY-HUMBOLDT, ARIZONA

AGENDA

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

1. Call To Order.

2. Roll Call.

2.1. Town Council. Town Council Members David Hiles, Mark McBrady, Dennis Repan, Denise Rogers, Nancy Wright; Vice Mayor John Dibble; and Mayor Terry Nolan.

Page **3. Public Hearing.**

3 **3.1. Budget Public Hearing #2.** Public Hearing regarding the Proposed FY2012-2013 Tentative Budget, and Council discussion.

4. Special Session. Legal Action can be taken.

5 **4.1. Minutes.** Minutes from the May 15, 2012 Regular meeting and May 22, 2012 Special meeting.

13 **4.2. Arizona Natural Resources Protection Act.** Discussion and possible action on whether to support this Act.

19 **4.3. Considerations of Solicitation of Request for Qualification proposals for Engineering/Planning Services** Discussion and possible action.

41 **4.4. Ordinances 12-91 Amend Town Code Provisions 10.05 Definitions, 10.15 Effective Date of Ordinances, and 30.018 Council Actions.** Discussion and possible action.

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

47 **5.1. Discussion of ARS 9-244 (Implementation of property taxes to support infrastructure), 9-471-02 (Deannexation), 9-102 (Disincorporation).** [Moved from June 5, 2012 Regular meeting – CAARF CM Repan]

53 **5.2. Discussion and possible action to direct the Town Attorney to find out the legal status of Old Black Canyon from Edd’s Sand Trail to Highway 169.** [CAARF CM Wright]

6. **Comments from the Public.** The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. At the conclusion of Comments from the Public, Council members may respond to criticism made by those who have addressed the public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Council members are forbidden by law from discussing or taking legal action on matters raised during the Comments from the Public unless the matters are properly noticed for discussion and legal action. The total time for Comments from the Public is **20** minutes. No time limit is imposed on individuals within this total. The audience is asked to please be courteous and silent while others are speaking.

7. **Adjourn.**

For Your Information:

Next Town Council Meeting: Tuesday, June 19, 2012, at 6:30 p.m.

Next Planning & Zoning Commission Meeting: Thursday, July 5, 2012, at 6:00 p.m.

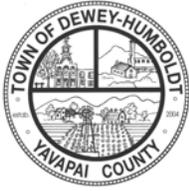
Next Town Council Work Session: Tuesday, July 10, 2012, at 2:00 p.m.

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

Certification of Posting

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

By: _____, Town Clerk's Office.



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

TOWN COUNCIL SPECIAL STUDY SESSION MEETING
June 12, 2012– 2:00 pm Town Council Meeting Chambers

Agenda Item #3.1 Budget Public Hearing #2. Public Hearing regarding the Proposed FY2012-2013 Tentative Budget, and Council discussion.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: June 6, 2012

Summary:

This is the second public hearing on the FY 12-13 tentative budget which was acknowledged by the Council at May 22's budget meeting. The total expenditure in the Tentative Budget is \$4,100,803.

Immediately after your acknowledgement, the public hearings and necessary budget information were advertised in the newspaper pursuant to previous years' format. The tentative budget (as acknowledged on May 22) is posted on the town's internet. There are copies available in Town Hall.

Since May 22, a number of budget Council deliberation meetings have been held to revise the tentative budget. In addition to the official public hearings, those council budget deliberation meetings and the final adoption meeting are open to the public. The final adoption meeting is scheduled for June 26.

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**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR SESSION MINUTES
TUESDAY, MAY 15, 2012, 6:30 P.M.**

A REGULAR SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MAY 15, 2012, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** The meeting was called to order at 6:32 p.m.
2. **Opening Ceremonies.**
 - 2.1. **Pledge of Allegiance.** Made.
 - 2.2. **Invocation.** Given by Councilmember Wright.
3. **Roll Call.** Town Council Members John Dibble, David Hiles, Dennis Repan, Denise Rogers, Nancy Wright; Vice Mayor Mark McBrady; and Mayor Terry Nolan were present.
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. **Memorial Day Proclamation.** Read by Mayor Nolan.
 - 4.2. **Citizens Academy Graduation Ceremony.** Mayor Nolan presented completion plaques and embroidered polo shirts to the citizen academy graduating class of 2012, Judy Lapp, Richard Pichette, Frank Davidson, Judy Davidson, and Dee Parker. Staff Member Gregory Arrington was thanked for facilitating all of the classes. He was not in attendance.
 - 4.3. **Planning Assistance for Rural Areas (PARA) Study (Final) Presentation.** Diane Kresich, with ADOT and Michael Grandy, with Kimley-Horn and Associates will present final study.

Diane Kresich, Project Manager with ADOT and Michael Grandy, Project Manager with Kimley-Horn spoke on the completion and presentation of the PARA Study report and answered questions.

Public comment was taken on this item.

Jerry Brady spoke on additional sources of funding, emergency ingress and egress for connector roads in the event of an emergency, and a lack of dispatch maps for the Dewey-Humboldt area.
5. **Town Manager's Report.** Update on Current Events.

Town Manager Kimball reminded Council of tentative joint meeting with Planning and Zoning for training on roles of Planning and Zoning, Council and Staff, with Steve Mauk, Yavapai County Development Services Director, and Richard Parker, Prescott Valley Development Services Director.
6. **Consent Agenda.**
 - 6.1. **Minutes.** Minutes from the May 1, 2012 Regular Meeting.

Councilmember Repan made a motion to approve the minutes as presented, seconded by Councilmember Dibble. It was approved unanimously.
7. **Comments from the Public (on non-agendized items only).**

Jack Hamilton spoke on HB2826 Consolidated Elections being signed into law. He spoke on the budget meeting being frustrating.

Lydia Chapman spoke on the summary in the packet for the P&Z meeting.

8. **Discussion Agenda – Unfinished Business.** Discussion and Possible Action on any issue which was not concluded, was postponed, or was tabled during a prior meeting. None.
9. **Discussion Agenda – New Business.** Discussion and Possible Action on matters not previously presented to the Council.

9.1. Community Development Block Grant (CDBG) Projects Contractor Selection.
Discussion and possible action.

Mayor Nolan gave an overview explaining that Earth Resources was the lowest responsible bidder. Jim Geades, Project Manager with Willdan answered questions regarding the contract and the bids. At 7:25 p.m. Council recessed for four minutes to allow the Town Clerk to make copies for the Council of the bid charts. Mr. Geades continued to answer questions from council.

Councilmember Hiles made a motion to approve awarding the CDBG projects contracts to Earth Resources for the amount of \$312,869.75, seconded by Vice Mayor McBrady.

Public comment was taken.

Jack Hamilton spoke on the scope of the work when applying for the grants, voicing his concerns.

The motion passed unanimously.

Wilson Orr, Owner of Earth Resources introduced himself to the Council.

9.2. Consideration for hiring a Community Development Coordinator: Re-define and fill a full time position vacancy in the Community Development Department Discussion and possible action.

Town Manager Kimball introduced the item, explaining the need for a Full-time position in this department, and her reasons for downgrading the position from Planner. Council recessed for two minutes to allow the Town Clerk to copy the job description for the council. The meeting reconvened at 7:44 p.m.

Councilmember Hiles made a motion to direct the Town Manager to proceed with hiring for the Community Development Coordinator position, seconded by Councilmember Dibble.

Public comment was taken on this item.

Jerry Brady spoke on the necessity for filling this position to cover legal and technical issues from new state legislation. He spoke on Gary Marks with Prescott Valley Economic Development offering similar services to the town.

Jack Hamilton spoke on the duties of the Code Enforcement officer and the need for one. He asked if the current CE Officer would continue to cover those duties.

Town manager Kimball explained the full-time position would handle anything the part-time person wasn't available for.

Lydia Chapman spoke on paying more for the position as it is a hard job with a high requirement for knowledge.

Bart Brush suggested emphasizing good people skills and finding solutions.

Town Manager Kimball explained the position will handle a broader scope of work and if proven capable can come back to council for that discussion. More complicated planning issues will be handled through a consultant.

A vote was taken on the motion and it was approved unanimously.

9.3. Change order in which Council votes. Recommend Mayor, Vice Mayor, then council alphabetically. [CAARF CMs Repan and Wright request]

Councilmember Repan introduced his item, explaining his thought that if the Mayor and Vice Mayor vote first it will enhance the leadership roles. There was discussion on this and other reasons for changing the voting order. It was explained there was a simple way to rotate the voting order for each meeting.

Public comment was taken on this item.

Jerry Brady spoke on state law and territorial law and how it affects the council's ministerial functions. He referenced history, voting laws and voting order.

No action was taken.

9.4. P&Z update on council request to look at meeting more than once per month with possible discussion of last P&Z meeting. [CAARF CM Repan]

Mayor Nolan read the summary of the Planning and Zoning meeting regarding holding additional meetings. There was discussion on how long the P&Z has taken on the sign code. Councilmember Repan spoke briefly on his agenda item request and his concerns for the length of time the P&Z takes on each item.

Councilmember Rogers notated a correction on the summary stating the council did not say to work on historic buildings but on pre-existing buildings. Mayor Nolan explained they can address those issues at the June 7th joint meeting with Planning and Zoning.

No action was taken.

10. Public Hearing Agenda. None.

11. Comments from the Public.

Lydia Chapman spoke on her frustration with the P&Z issues: needing to follow the P&Z Handbook; concerns that the Mayor was working as the Chairman; and the need for leadership and training.

Jerry Brady spoke on the town not having a home rule charter, the General Plan and Development Plan.

Jack Hamilton spoke on the purpose of the citizens' academy to involve people in local government.

12. Adjourn.

The meeting was adjourned at 8:42 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
STUDY SESSION MEETING MINUTES
TUESDAY, MAY 22, 2012, 10:00 A.M.**

A SPECIAL BUDGET SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MAY 22, 2012, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call to Order.** The meeting was called to order at 10:04 A.M.

2. **Roll Call.**

2.1 Town Council. Town Councilmembers David Hiles, Dennis Repan, Denise Rogers, Nancy Wright; Vice Mayor Mark McBrady; and Mayor Terry Nolan were present. Town Councilmember John Dibble was absent.

3. **Special Budget Agenda.**

3.1. Proposed FY2012 Budget and Council Acknowledgement. Council acknowledgement of the preparation of the Tentative FY2013 Budget, as prepared by Town Manager (beginning the required publishing process before the Council's further deliberations and adoption of the Final FY2012 Budget). Also the approval of the "Fiscal Year 2012 Revised Budget Schedule".

Town Manager Yvonne Kimball spoke about the proposed tentative budget, explaining the statutes requiring the advertisement and approval for publishing.

Councilmember Rogers made a motion to acknowledge the preparation of the Tentative FY2013 Budget as prepared by the Town Manager, beginning the required publishing process before the Council's further deliberations and adoption of the Final FY2013 Budget, seconded by Mayor Nolan. The motion passed by a unanimous vote.

There was discussion about the budget schedule, adding additional meetings, scheduling meetings closer together and the Council agreed to postpone this discussion until the end of the meeting.

3.2. Council Deliberation of FY2012-13 Tentative/Draft Budget. Discussion and possible action.

Town Manager Kimball spoke on providing a new summary sheet for the budget showing a zero balance in funds. The Town Council reviewed this information. Town Manager Kimball reviewed those areas reduced.

Mayor Nolan spoke on extending the maintenance program on the roads.

Councilmember Wright spoke on the Principles of Sound Financial Management being the guide for the budget.

Town Manager Kimball spoke on operational expenditures, making a list of all in-house Public Works projects with approximate cost for Council review.

There was discussion about staff being certified to grade roads.

Public comment was taken on this item.

Jack Hamilton spoke against removing the \$125,000 for chip seal.

Councilmember Repan spoke on Dewey-Humboldt being a road program, finding a formula to cut the budget across the board, and looking at roads separately.

Councilmember Hiles commended the Town Manager for her work on balancing the budget and spoke on postponing the chip seal project if not intended for this year.

Town Manager Kimball spoke on the HURF fund reduced throughout the year significantly. She spoke in support of Ed's work in Public Works and the reasoning for suggesting the chip seal project this year, and her job being to implement Council's priorities and policies.

Councilmember Wright spoke on recurring road work and the inability to use unassigned funds.

Town Manager Kimball spoke on moving salaries from HURF to General Fund (Public Works/Engineer). She spoke on whether she would need to hire a second accountant, and explained possible lower insurance costs.

Councilmember Rogers left the dais at 11:18 A.M.

Councilmember Wright spoke on having the insurance broker provide accurate information on insurance costs; Town Manager Kimball offered to schedule the broker to speak with Council.

Councilmember Rogers returned to the dais at 11:20 A.M.

Councilmember Wright spoke on contingency being something that can be pulled for one-time purpose and requested detail of the budget.

There was discussion about the newsletter, the Council, Mayor and Management budget, training and the roving dumpster program.

Councilmember Hiles made a motion to approve reducing the dumpster program to one time per year, seconded by Councilmember Wright. The motion passed by a 2-4 vote, Councilmembers Hiles, Repan, Rogers and Wright voting in favor and Councilmember Dibble absent.

Mayor Nolan spoke on other local municipality dumpster programs and how often they occur. There was discussion about the most recent dumpster day and collaborating with other local municipalities.

Councilmember Wright made a motion to remove Box City and Citizen's Academy from the Neighborhood Outreach Program, seconded by Councilmember Rogers. The motion passed by a unanimous vote.

Town Manager Kimball spoke on grant monies, and the Citizen's Academy being a good program but since usually a small group going through, those interested can meet with the Town Manager.

Councilmember Repan spoke on Citizen Academy graduates with the Town.

Mayor Nolan made a motion to delete the newsletter. The motion failed for lack of a second.

There was discussion about publishing the newsletter quarterly, monthly with fewer pages, sending via email, advertising, ability to reach more people via newsletter and the response from the attorney about the newsletter.

Councilmember Rogers made a motion to waive the confidentiality of the Attorney's newsletter response, seconded by Councilmember Hiles. The motion passed by a unanimous vote.

Councilmember Rogers spoke on the Attorney's response, noting there can be advertising. Town Manager Kimball spoke on creating a policy, the cost of asking for Attorney opinion on policy may be equal to amount saved, even if policy created in-house. Councilmember Wright suggested going by the guidelines the Attorney suggested in the response.

Vice Mayor McBrady made a motion to cut the newsletter budget to \$10,000 and accept advertisements, seconded by Mayor Nolan. The motion failed by a 2-4 vote, Councilmembers Hiles, Repan, Rogers and Wright voting against and Councilmember Dibble absent.

There was discussion about scheduling future budget meetings. Mayor Nolan made a motion to approve scheduling a meeting on May 29, 30, 31st from 10 A.M. – 12 P.M., seconded by Vice Mayor Mark McBrady. The motion failed by a 3-3 vote, Councilmembers Hiles, Repan and Wright voting against and Councilmember Dibble absent.

Councilmember Wright chaired the meeting beginning at 11:57 A.M. as the Mayor left the meeting and the Vice Mayor was scheduled to leave shortly.

Town Council decided to go through the budget department by department, line item by line item.

There was discussion about Engineering with Town Manager Kimball noting that roads fall under HURF.

Councilmember Wright made a motion to move \$9,000 of OSP Engineering into OSP Professional, seconded by Councilmember Repan. The motion failed by a 0-5 vote, Councilmembers Hiles, Repan, Rogers, Wright and Vice Mayor McBrady voting against and Councilmember Dibble and Mayor Nolan absent.

Councilmember Nancy Wright made a motion to reduce OSP Engineering to \$1,000, seconded by Councilmember Hiles. The motion passed by a unanimous vote.

Vice Mayor McBrady left the meeting at 12:15 P.M.

Councilmember Hiles spoke on reducing budget line item 10-431-7001 Road Facility Acquisition.

Councilmember Hiles made a motion to change the \$25,000 figure in 10-431-7001 Road/Facility/Acquisition to \$2,000, seconded by Councilmember Rogers. The motion passed by a unanimous vote.

Public comment was taken on this item.

Jack Hamilton spoke on raising the contingency fund to use for buying something when the time comes.

Town Manager Kimball spoke on giving direction on whether to raise contingency fund if considering property purchase.

There was discussion on the set amount to put in contingency versus the reserve fund.

Councilmember Hiles spoke on not granting funding for the Strategic Community Partnership Grants applications for this year.

There was discussion about the Strategic Community Partnership Grants program, expectations, intent, philosophy, and fiduciary responsibility.

Councilmember Hiles made a motion to not fund the Strategic Community Partnership Grants this year, seconded by Councilmember Repan. The motion passed unanimously.

Councilmember Wright spoke on the agreement with the Agua Fria Festival Committee and the responsibility of the Town. There was discussion on the Agua Fria Festival, repercussions of returning the money, how much to return, and how to support and participate in Agua Fria Days in the future.

Public comment was taken on this item.

Jack Hamilton spoke on Agua Fria Days and how to handle the funds.

Councilmember Hiles made a motion to pay back the \$7,500 to the Agua Fria Festival Committee and inform them that they are responsible to manage the fund for the park, amended to include paying the amount out of the current budget, seconded by Councilmember Repan. It was approved unanimously (4-0 vote)

There was discussion on the neighborhood outreach program and reductions made.

Councilmember Hiles made a motion to reduce 10-465-6950 to \$7,000, seconded by Councilmember Repan. The motion passed unanimously (4-0 vote).

There was discussion on the OSP Planner Consultant. Town Manager Kimball spoke on contractual services, not hiring a certified Planner so having a need for a number in the consultation column. She also spoke on expectations, suggesting Council expand the RFQ to get a pool of consulting firms.

Councilmember Repan spoke on the \$20,000 budgeted and asked for clarification. Town Manager Kimball explained it would be for code changes and other services as needed. She also spoke on the County's intent to adopt the 2012 building code and the repercussions if the Town does not adopt it.

There was discussion about the 2012 International building code and the IGA with the County for building services. Town Manager Kimball will talk with County officials to provide a document showing proposed changes.

There was discussion on the Town Manager's spending limit, with clarification by Councilmember Wright that the limit was changed to \$5,000 last year.

Councilmember Repan made a motion to approve 10-465-5002 OSP P&Z Assistant reducing to \$5,000, seconded by Councilmember Hiles. The motion passed unanimously.

Councilmember Rogers spoke on 10-465-5002 OSP P&Z Assistant and the title is misleading as it appears it is a staff person. There was discussion and Town Manager Kimball changed the line item to reflect OSP P&Z Planning Consultation.

Councilmember Wright spoke on salary and wages in Community Development being high and historical numbers. Town Manager Kimball reviewed the detail list noting it includes a full-time person in that department, a part-time Code Enforcement/Community Outreach Coordinator and 60% of an Administrative Assistant.

4. **Comments from the Public.** Jack Hamilton complimented the Council on how much was accomplished at the meeting, WAC dues to be considered and consider switching the court back to Mayer to save money.
5. **Adjourn.** The meeting adjourned at 1:01 P.M.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

May 29, 2012

Dear Fellow Mayors,

We are writing to you about a matter that directly impacts the economies of our communities and Arizona's natural resources.

You are probably aware that the long-term defunding of Arizona State Parks has resulted in reduced tourism and substantially diminished their economic benefits to cities and towns throughout Arizona. A proposed ballot measure, the Arizona Natural Resource Protection Act, deals with this persistent and recurring issue.

The Arizona Natural Resources Protection Act will provide:

- A guaranteed minimum of \$4 million per year to cities and towns as part of a larger \$10 million annual grant program at Arizona State Parks,
- Sustainable, voter-protected funding to the Arizona State Park system,
- Voter-protection of the Arizona Game and Fish \$10 million Heritage Fund allocation, and
- Free entry to state parks for school children when they are part of a school trip.

The campaign is bolstered by very positive polling results, and if we work together, our collaborative efforts can help ensure this initiative will pass. We believe this will provide substantial benefits to Arizona's cities and towns.

Please join us by exercising your leadership to support the initiative and consider taking the following actions within the next few weeks: Convene your business and community leaders for a campaign presentation; work with the campaign team to secure petition signatures; contribute to the campaign and seek contributions on its behalf; and, secure endorsement of the initiative by your town or city council.

Materials are enclosed that further explain the impacts of The Natural Resources Protection Act, including FAQ's, a one-sheet summary of the initiative, and the full ballot text.

For further information, please contact Tim Landry, 602-315-8342, tlandry1@fordham.edu or Andrew Atallah, 480-234-8878, aatallah10@gmail.com.

Thank you, in advance, for your support and response to this call to action.

Respectfully,



Kenny Evans
Mayor, Town of Payson



Diane Joens
Mayor, City of Cottonwood



Doug von Gausig
Mayor, Town of Clarkdale

The Arizona Natural Resources Protection Act

This measure provides that all Arizona school children, from pre-kindergarten through twelfth grade, will receive free admission to Arizona State Parks when part of a school trip. It protects Arizona State Parks funds and the Arizona Game and Fish Department's Heritage Fund allocation from legislative fund sweeps. It re-establishes the Arizona State Parks annual grant program for public and non-profit organizations. Annually, Arizonans who register their non-commercial motor vehicles will have the option of making a voluntary \$14 per vehicle donation to help fund this measure.

Frequently Asked Questions

Aznaturalresources.org

1) Q: What is the Arizona Natural Resources Protection Act?

A: The Arizona Natural Resources Protection Act is an initiative seeking qualification for the November 2012 statewide ballot that provides voter-protected funding for the management and protection of our natural resources. This ballot measure ensures that current and future generations are able to enjoy the natural splendor, historic heritage and outdoor recreational opportunities offered at our Arizona parks and recreational areas.

2) Q: What, specifically, would the Arizona Natural Resources Protection Act do?

A: The initiative:

- 1) Guarantees all Arizona school children free entry to state parks when they are part of a school trip;
- 2) Voter-protects all Arizona State Parks funds and the Arizona Game & Fish Department's \$10 million annual Arizona Heritage Fund allocation from raids by the Arizona State Legislature;
- 3) Guarantees that the first \$10 million in revenues will be used to fund an Arizona State Parks annual grant program for Arizona cities, towns, counties, Indian nations, governmental organizations and non-profit organizations to finance watershed protection, trails, historic preservation, outdoor recreation, wildlife education, and archaeological protection; and
- 4) Provides the funds needed to operate and maintain Arizona State Parks and protect Arizona's natural and cultural resources through a \$14 voluntary vehicle registration opt-out donation program.

3) Q: What does the Arizona State Parks system do?

A: Arizona State Parks manages 31 recreational and historic state parks and natural areas for the public benefit. Our state parks—and the ecosystems, wildlife, and historic and natural resources they protect—are part of what makes Arizona unique. If we allow them to be degraded or shut down, they cannot be replaced. The Arizona Natural Resources Protection Act will provide secure funding for the Arizona State Parks system to keep state parks open, properly maintained and safe, preserve the opportunities they provide for family recreation, help our economy, and protect jobs.

4) Q: How do Arizona State Parks help the Arizona economy?

A: By attracting visitors and tourists, more than half of whom travel here from other states or countries, Arizona State Parks give life to local economies. According to a study conducted by Northern Arizona University, Arizona State Parks generate more than \$266 million in economic activity annually and support more than 3,000 jobs, primarily in Arizona's rural communities. By ensuring that parks are kept open, the Arizona Natural Resources Protection Act preserves very important jobs and local revenues.

5) Q: Why does Arizona State Parks need funding?

A: The Arizona legislature has repeatedly diverted funds from the Arizona State Parks, and now our parks and natural resources are at immediate risk. The park system is in dire need of funding for park operations, deferred maintenance, and capital improvement projects.

Arizona State Parks receives ZERO state General Fund dollars. In fact, the Arizona State Legislature allocates only one-fifth of one percent of the state General Fund Budget to care for Arizona's natural resources. Further, since 2009 the Arizona State Legislature has transferred away from Arizona State Parks more than \$15 million of the park system's earned income (gate fees, gift shop proceeds, donations, and reservation surcharge funds). While the Arizona State Legislature has neglected to fund our state parks over the last decade, deferred maintenance and backlogged capital projects costs have piled up, now totaling approximately \$200 million.

6) Q: How is the park system operating now?

A: Nineteen of our 31 state parks and natural areas are open to the public only because non-governmental entities have stepped forward to provide short-term, temporary funding for park operations. This financial support has only allowed our state parks to operate on seasonal and shortened schedules – and even that won't last long. Without the vital funding provided by this ballot measure, future generations of Arizonans will be robbed of the opportunity to experience the natural grandeur of Arizona found in our state parks. This measure preserves Arizona State Parks as a legacy for our children and grandchildren.

7) Q: How much money do Arizona State Parks need to stay open and properly maintained?

A: The agency requires \$30 to \$34 million annually to operate the existing Arizona State Parks system at full staff and maintenance capacity. These figures are the result

of a detailed analysis of the Arizona State Parks system entitled, "The Price of Stewardship: The Future of Arizona's State Parks," conducted by Arizona State University's Morrison Institute of Public Policy in 2009.

8) Q: Why don't Arizona State Parks raise admission fees?

A: The gate/admission fees at Arizona State Parks are currently among the highest in the United States. As state park revenues (gate fees, gift shop proceeds, donations and reservation surcharge funds) were swept away from the park system by the Arizona State Legislature (more than \$15 million since FY2009), park fees were raised to support park operations. However, increased park fees have provided only enough funding to support reduced schedules at most of our state parks.

9) Q: What is Arizona State Parks presently doing in partnership with the private sector?

A: Like parks systems around the country, Arizona State Parks has a long history of contracting with the private sector. Private visitor-related businesses have been operating within State Parks since the late 1960s and searching for new partnership opportunities continues to be a very high priority. In these times of severe budget restrictions, partnership opportunities are critical to Arizona State Parks. The agency will continue to seek private sector partnerships that enhance the visitor experience, reduce net costs and increase revenues, while still retaining control over the quality of management of our naturally and historically significant sites and assets. While these private partnerships are helping, they alone cannot solve the problems faced by Arizona State Parks. By providing secure funding, the Arizona Natural Resources Protection Act will fix the persistent problems of insufficient and insecure funding.

10) Q: How much will the voluntary vehicle registration donation generate for Arizona State Parks?

A: Findings from Governor Brewer's 2009 Tax Task Force suggest that approximately \$30 to \$40 million per year could be raised from the \$14 voluntary donation to support Arizona State Parks. These funds will be used to cover operations, maintenance, and capital projects costs, and also support an annual \$10 million grant program to finance programs that preserve our natural resources and historic heritage.

11) Q: How does the voluntary vehicle registration donation work?

A: When you register your vehicle with the state you can simply check a box on the vehicle registration forms to opt-out of making the donation. It's that easy.

12) Q: Where does the donation money go? How do we know it won't be swept away and used for general state purposes?

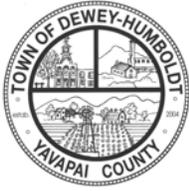
A: The Arizona Natural Resource Protection Act safeguards your donation from the state legislature. The money is collected by the Arizona Department of Transportation and distributed to Arizona State Parks quarterly. Your donation will never be diverted away from its intended purpose of protecting our state parks.

13) Q: Who is supporting this initiative?

A: Citizens to Save Arizona's Natural Resources is a broad-based, non-partisan, growing coalition of Arizonans coming together to protect our state's natural resources. Our top priority is protecting our state parks and natural resources by securing voter approval of the Arizona Natural Resources Protection Act.

14) Q: What can I do to help?

A: The campaign needs your support! Please volunteer and/or make a contribution to secure a place on the ballot for this important initiative.



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

TOWN COUNCIL STUDY SESSION MEETING
June 12, 2012– 2:00 pm Town Council Meeting Chambers

Agenda Item # 4.3 Considerations of Solicitation of Request for Qualification (RFQ) proposals for Engineering/Planning Services. Discussion and possible action.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: June 6, 2012

Recommendation: acknowledge the proposed RFQ process, determine the selection committee, and authorize to proceed with RFQ process

Summary:

The Town has been utilizing on-call services from time to time to supplement town's staff's expertise. Currently the town's only on-call firm is assigned for the CDBG projects. I believe utilizing on-call consultants is a cost efficient way for a small town with limited resources to provide quality services. Further, I believe that the Town needs to develop a list of engineers/planning consultants that are updated periodically to ensure competitive services.

I have talked with the town attorneys regarding the process and legal requirement. Attached are proposed posting notice, RFQ packet and the Pro Forma Contract.

With respect to the RFQ process, below is my understanding:

1. Advertisement. The notice must be published in a daily publication for two times that are at least six but no more than ten days apart. It will also be posted on the Town's website. RFQ packet including the Pro Forma Contract will be made available at town hall for purchase.
2. Acceptance of RFQ's as specified by the postings (30-45 days waiting period).
3. Selection committee ranking the RFQ's based on selection criteria which are included in the RFQ packet (also enclosed in this packet). Regarding the selection committee, the statute does not have any requirements for professional services except that it contains at least one member being an employee of the Town, and that the members be competent. Therefore, I recommend the committee consists of Ed Hanks (Public Works Supervisor), myself (Town Manager) and one other volunteer member from the general public. I would consider Mr. Jack Hamilton for this role. He has served on the Town's Capital Improvement Plan committee before and is very involved in town affairs. But as always, my recommendation is subject to the Council's discussions. However, I do not recommend council members to be on the selection committee because ultimately the Council as a whole will ratify and approve the final recommendation made by the Selection Committee.
4. Selection Committee presenting an on-call consulting firm list containing 3-5 top ranked firms for the Council to consider and approve. The list is valid for two years. During the period, in the event that the Town has a project that requires on-call services, staff will contact the firms

Attachment: notice, the RFQ and the Pro Forma Contract

on the list to obtain a project proposal based on their expertise. The Town Council will enter the contract for the actual project with one specific firm to authorize commencement of the project.

If the Council agrees with the need for RFQ of engineering/planning services and is comfortable with the process, staff wishes to proceed soon. The process itself does not incur immediate budget burdens other than newspaper advertising fees, printing cost and staff time. The outcome will be a list of consulting firms available to serve the Town. For each project, the Town Council (not the staff) would retain the ultimate authority to enter contracts.

**NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS FROM
ENGINEERING FIRMS AND PLANNING FIRMS FOR ON-CALL SERVICES
TOWN OF DEWEY-HUMBOLDT, ARIZONA**

Deadline:
Submittal Location: Town Clerk's Office, 2735 S. Highway 69, Humboldt, AZ 85329
Staff Contact: Yvonne Kimball, Town Manager
RFQ available at: Town Clerk's Office, 2735 S. Highway 69, Humboldt, AZ 85329

Date and Location for Submittal: Sealed Statements of Qualifications (SOQ's) from qualified engineering and planning firms will be received at the Dewey-Humboldt Town Clerk's Office, 2735 S. Highway 69, Humboldt, AZ 85329 by [REDACTED] a.m./p.m., MST, [REDACTED], 20[REDACTED]. SOQ's must be submitted in a sealed envelope clearly marked in accordance with the requirements of the Request for Qualifications (RFQ). The SOQ must include all information items listed in the RFQ in the order listed. Any SOQ received after the time specified will be returned unopened. (No electronic submittals or amendments will be accepted). It is the proposer's responsibility to assure SOQ's are received at the above location on or before the specified time.

Project Description: On-call engineering and/or planning services.

SOQ Format: Each SOQ received must be in accordance with the format and information provided within the RFQ package. Any submittal that does not conform, in all material respects to the requirements of the RFQ, will be considered non-responsive. Each SOQ shall be submitted in a sealed envelope per the directions provided in the RFQ.

Right to Reject SOQ: Dewey-Humboldt reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the project in its entirety, at its sole discretion. Dewey- Humboldt, or its consultants and advisors, will not be responsible for any cost incurred by any firm submitting a SOQ or responding to this notice.

Equal Opportunity: DEWEY-HUMBOLDT is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit on this Project.

DATED:
ARIZONA

TOWN OF DEWEY-HUMBOLDT,

Judy Morgan Town Clerk

Publications Date(s):

PRO FORMA CONTRACT

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into as of this [REDACTED] day of [REDACTED], 20[REDACTED], by and between the Town of Dewey-Humboldt, Arizona, a municipal corporation, hereinafter referred to as the “the Town” and [REDACTED], hereinafter referred to as the “Consultant.”

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

1. SERVICES AND RESPONSIBILITIES

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

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

- 1.3.3 **[FOR ENGINEERING SERVICES ONLY:** Consultant shall perform the Services under this Agreement with the assistance of Computer Aided Design Drafting (CADD) Technology. Consultant shall deliver to the Town, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. In order to document exactly what CADD information was given to the Town, Consultant and the Town shall each sign a "hard" copy of reproducible documents that depict this information at that time. The Town agrees to release Consultant from all liability, damages, and/or for claims that arise due to any changes made to this information subsequent to it being given to the Town.]
- 1.3.4 Consultant shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.
- 1.3.5 Consultant shall designate [REDACTED] as Project Manager and all communications shall be directed to him. Key Consultant Personnel are set forth in Exhibit B. "Key Personnel" includes the Consultant employee who will place his license number and signature on key documents and those employees who have significant responsibilities regarding the Services and Project. Prior to changing such designation Consultant shall first make a written request to and obtain the approval of the Town.
- 1.3.6 Consultant'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 the Town.
- 1.3.7 Consultant shall obtain its own legal, insurance and financial advice regarding Consultant's legal, insurance and financial obligations under this Agreement.
- 1.3.8 Consultant shall provide required reports on the progress of the Services and the design budget to the Town.

1.4 Responsibility of the Town

- 1.4.1 The Town shall cooperate with the Consultant by placing at his disposal all available information concerning the site of the Project, including all previous plans, drawings, specifications, and design and construction standards; assistance in obtaining necessary access to public and private lands; legal, accounting, and necessary permits and approval of governmental authorities or other individuals. the Town agrees to obtain its own legal, insurance and financial advice the Town may require for the Project.

- 1.4.2 The Town shall provide Consultant with the budget for the Project in order that preparation of the Contract Documents will be consistent with such budget.
- 1.4.3 The Town shall provide Consultant with any technical requirements of the Town, which shall be incorporated into the documents prepared by the Consultant.
- 1.4.4 The Town designates [REDACTED] as its Project Representative. All communications from the Town to Consultant shall be directed to the Project Representative.

2. CONTRACT TIME AND CONTRACT SUM

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

3. CHANGES TO THE SCOPE OF SERVICES

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

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

- 4.1 General: Consultant agrees to comply with all the Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the Town. Failure to maintain insurance as specified may result in termination of this Agreement at the Town's option.
- 4.2 No Representation of Coverage Adequacy: By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Consultant. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance

deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

- 4.3 Additional Insured: All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- 4.4 Coverage Term: All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.
- 4.5 Primary Insurance: Consultant's insurance shall be primary insurance. All insurance, except Workers' Compensation and Professional Liability, shall provide protection of the Town as an Additional Insured.
- 4.6 Claims Made: In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.
- 4.7 Waiver: All policies, except Workers' Compensation Insurance and Professional Liability, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- 4.8 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount. the Town, at its option, may require Consultant to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 4.9 Use of Subcontractors: If any Services under this Agreement are subcontracted in any way, Consultant shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the Town and Consultant. Consultant shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 4.10 Evidence of Insurance: Prior to commencing any Services under this Agreement, Consultant shall furnish the Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Consultant's Insurer(s) as evidence that policies are placed with

acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance of and reliance by the Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to the Town Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

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

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

4.10.2 Consultant's insurance shall be primary insurance as respects performance of this Agreement.

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

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

4.10.5 Project descriptive information including:

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

4.11 Required Coverage

4.11.1 Commercial General Liability: Consultant shall maintain "occurrence" form Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representative, officers, directors, officials and

employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you”. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

- 4.11.2 Professional Liability: Consultant shall maintain Professional Liability insurance covering errors and admissions arising out of the Services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claims and \$2,000,000 all claims. Professional Liability coverage specifically for Architects, Consultants and Surveyors shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Consultant shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.
- 4.11.3 Vehicle Liability: Consultant shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Consultant’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant’s Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code “1” any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, the Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- 4.11.4 Workers’ Compensation Insurance: Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant’s employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

- 5.1 To the fullest extent permitted by law, the Consultant, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Town, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused in whole or in part by the Consultant, its agents, employees or any tier of Consultant’s subcontractors related to the Services in the performance of this Agreement. Consultant’s duty to defend, hold harmless and indemnify the Town, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury,

sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused in whole or in part by Consultant's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the Consultant, any tier of Consultant's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Consultant may be legally liable including the Town. Such indemnity does not extend to the Town's negligence.

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

6. TERMINATION OF THIS AGREEMENT

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

7. ASSURANCES

- 7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 7.2 Examination of Records: The Consultant agrees that duly authorized representatives of the Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement.
- 7.3 Ownership of Document and Other Data: Original documents, such as tracings, plans, specifications, maps, basic survey notices and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of the Town unless otherwise agreed to by both parties. the Town may use such documents for other purposes without further compensation to the Consultant; however,

any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to Consultant. Any verification or adaptation of the documents by Consultant for other purposes than contemplated herein will entitle Consultant to further compensation as agreed upon between the parties.

- 7.4 Litigation: Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.
- 7.5 Independent Contractor: Consultant shall be an independent contractor and not an agent of the Town and shall direct and supervise the Services required by this Agreement and shall be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and shall be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the Consultant.
- 7.6 Exclusive Use of Services – Confidentiality: The services agreed to be provided by Consultant within this Agreement are for the exclusive use of the Town and Consultant shall not engage in conflict of interest nor appropriate the Town work product or information for the benefit of any third parties without the Town consent.
- 7.7 Sole Agreement: There are no understandings or agreements except as herein expressly stated.
- 7.8 Caption: Paragraph captions are for convenience only and are not to be construed as a part of this Agreement; and in no way do they define or limit the Agreement.
- 7.9 Time is of the Essence: The timely completion of the Project is of critical importance to the economic circumstances of the Town.
- 7.10 Controlling Law: This Agreement is to be governed by the laws of the State of Arizona.
- 7.11 Immigration Law Compliance Warranty:
- 7.11.1 As required by A.R.S. § 41-4401, Consultant hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Consultant further warrants that after hiring an employee, Consultant verifies the employment eligibility of the employee through the E-Verify program.
- 7.11.2 If Consultant uses any subcontractors in performance of the Services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.
- 7.11.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Consultant is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. the Town at its option may

terminate the Contract after the third violation. Consultant shall not be deemed in material breach of this Contract if the Consultant and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

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

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

7.12 Equal Treatment of Workers: Consultant shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the Services. Consultant shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration (“OSHA”) and the Fair Labor Standards Act (“FLSA”). Consultant shall protect and indemnify the Town and its representatives against any claim or liability arising from or based on the violation of such, whether by Consultant or its employees.

7.13 Sudan and Iran: Consultant warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledge that any subconsultant who is contracted by Consultant to perform work pursuant to this Agreement shall warrant that they do not have scrutinized business operations in Sudan or Iran.

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

The Town:

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

Consultant:

Representative Name
Representative Title
Consultant’s Name
Consultant’s Address

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

8. SUSPENSION OF WORK

8.1 Order to Suspend: the Town may order the Consultant, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of the Town.

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

9. INTERESTS AND BENEFITS

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

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

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

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

10. ASSIGNABILITY

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

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

TOWN OF DEWEY-HUMBOLDT

By: _____
Name, Mayor

ATTEST:

Judy Morgan, Town Clerk

APPROVED AS TO FORM:

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

CONSULTANT

By: _____
Title: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT B

CONSULTANT'S KEY PERSONNEL AND SUBCONTRACTORS

CONSULTANT'S KEY PERSONNEL:

SUBCONTRACTORS:

EXHIBIT C

PAYMENT SCHEDULE

A. COMPENSATION

1. Not to exceed \$_____.
2. Such amount shall be based upon the Schedule attached hereto. [ATTACH CONSULTANT'S FEES AND PAYMENT SCHEDULE]

B. METHOD OF PAYMENT

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

<u>Phase</u>	<u>Cumulative Amount</u>
--------------	--------------------------

C. REIMBURSABLE COSTS

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

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

EXHIBIT D

CHANGE ORDER NO. _____

PROJECT:

DATE:

OWNER: Town of Dewey-Humboldt

PROJECT NO:

CONTRACT DATED:

CONSULTANT:

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

COST/TIME: Original CONTRACT SUM: \$ _____

Previously Authorized CHANGE ORDERS: \$ _____

CONTRACT sum prior to this CHANGE ORDER: \$ _____

CHANGE ORDER # Amount: \$ _____

New CONTRACT SUM: \$ _____

CONTRACT TIME will be increased by:

SUBSTANTIAL COMPLETION as of this Change Order:

Approved/Accepted by:

Consultant _____
(Date) (Name)

the Town: _____
(Date) (Name)

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

**REQUEST FOR STATEMENT OF QUALIFICATIONS FROM
ENGINEERING FIRMS AND PLANNING FIRMS FOR ON-CALL PROJECTS
TOWN OF DEWEY-HUMBOLDT, ARIZONA**

Project Name: On-Call Engineering and Planning Projects

1.0 REQUEST FOR QUALIFICATIONS

The Town of Dewey-Humboldt invites qualified engineering firms and planning firms (collectively referred to as “Consultants”) to submit a Statement of Qualifications (SOQ) for the above referenced services.

2.0 INSTRUCTIONS

Sealed Statements of Qualifications will be received at the Town Clerk’s Office, 2735 S. Highway 69, Humboldt, AZ 85329 until ____ p.m. MST, _____, 2012. One (1) original and six (6) copies of the SOQ must be submitted in a sealed envelope clearly marked: “SOQ for Engineering/Planning Services: Project Name: On-Call Engineering/Planning Projects”. **Any Statement of Qualifications received at the wrong location, unsealed or after the time specified will not be accepted and shall be returned without being opened.**

The SOQ shall include a one-page cover letter, plus a maximum of twelve (12) pages to address the SOQ criteria specified.

Please be advised that failure to comply with the following criteria will result in disqualification:

- Receipt of submittal by the cut-off date and time specified.
- Receipt of submittal at the proper location.
- Receipt of a sealed submittal package.
- The number of originals and/or copies of the submittal specified.
- Adherence to maximum page requirements.
- Acknowledgement of all addenda in the cover letter.

3.0 GENERAL DESCRIPTION OF PROJECT

The Town plans to establish a list of qualified design engineering firms and planning firms to provide engineering and/or planning services on various projects as needed on an “on-call” basis. Selected Consultants will be placed on a list the Town will use on an on-call basis for these projects. When selected for a project, the Consultant will execute a contract for that specific project. The Town does not guarantee a Consultant on the list will be awarded a contract.

Through this solicitation, the Town will establish one (1) list of engineering firms and one (1) list of planning firm to deliver projects as needed. If a Consultant is available to provide both engineering services and planning services, the Consultant will be placed on both lists. Between three (3) and five (5) Consultants will be selected for the list. The Town intends to use this list to direct select Consultants to provide design services for appropriate projects as the need to initiate

new projects arises. Thus, selection under this solicitation is not selection for a specific project (or projects) and no contract will exist between the Town and any of the Consultants until a project-specific contract has been initiated by the Town and executed between the Town and the Consultant. A separate contract with an associated scope will be negotiated between the Town and the Consultant for each specific project.

The Town makes no guarantee that any Consultant on the list will be selected for a project or be offered a contract. The Town also makes no guarantee of a specific volume of work or a total contracted amount arising from this solicitation. The Town further makes no guarantee that the quantity of work (whether measured in monetary terms or otherwise) within any project type will be spread equally or according to any other specific percentage split among the various Consultants on the list. The quantity of work awarded (measured in dollar value or otherwise) also may or may not mirror the ranking of the Consultants on the list.

While the Town intends to use the list whenever possible, it reserves the right to direct select Consultants not on the list to perform professional services. The Town also reserves the right to issue separate solicitation(s) for specific projects when it is in the Town's best interest to do so. However, the Town recognizes the time and expense in preparing an SOQ and anticipates using the list whenever feasible.

Unless otherwise determined by the Town, the list to be established under this solicitation shall become effective upon approval of the list by the Town Council, and shall remain valid for two (2) years, with the Town reserving the right to extend the use of the list by one additional one-year term. Any extension made shall be in writing to the Consultants on the list. The Town also reserves the right to cancel or otherwise nullify the list prior to the expiration date(s) stated herein by written notice to the Consultants on the list.

4.0 SCOPE OF WORK

Engineering services may include pre-design, design, bidding and construction phase services in support of construction for various projects as the need arises. Planning services may include matters related to the town's general plan, zoning code amendments and interpretation, subdivision regulations, site plan review, rezoning applications, use permits and variances. The responsibilities of the Consultant are outlined in the attached pro forma Contract for Services. The total program budget for each project, including internal and external costs, will be identified when an assignment is made.

5.0 SOQ FORMAT AND SCORING

The selection criteria and relative weights for selecting the Consultants on the final list are as follows:

MANAGEMENT	MAXIMUM SCORE
Project Understanding and Approach	5
Schedule and Cost Control Ability	5
Quality Control Ability	5
EXPERIENCE	
Consultant Experience and Capability for Work	35

Proposed Project Manager	25
Proposed Project Staff	10
REFERENCES	
References (Past Performance Verification Form)	<u>15</u>
Total Maximum Points	100

6.0 SELECTION PROCESS

- 6.1 Selection Committee:** A Selection Committee will review the Statements of Qualifications and develop a final list with a minimum of three (3) and maximum of five (5) Consultants on the list for engineering services and minimum of three (3) and maximum of five (5) Consultants on the list for planning services based on the included “Evaluation Criteria”. The criteria to be used to determine the Consultants on the final list are set forth in Section 7.0.
- 6.2 Key Personnel:** The Consultant shall ensure that key personnel identified in its SOQ shall be the key personnel assigned to any project assignment. Such key personnel shall not be replaced without prior written acceptance of the Town. Unauthorized replacements will result in disqualification of the proposal or breach of the Contract.

7.0 CONTENTS OF SOQ

Statements of qualifications shall be scored in accordance with Section 5.0 and contain the following information:

- 7.1 Project Understanding and Approach:** Response must demonstrate your comprehension of the objectives and services for which the Town is conducting this solicitation. Do not merely duplicate the description of work described in this Request for Qualifications (RFQ).
- Describe and demonstrate your Consultant’s/team’s comprehension of the goals and objectives of this solicitation.
 - Describe your proposed team’s general approach to managing the design of assigned project(s).
 - Discuss whether the statement of services is sufficiently explicit for the work.
 - Define any assumptions made in formulating criteria response.
- 7.2 Consultant Experience and Capability for Work:** The SOQ shall list at least one project awarded to the Consultant during the last three (3) years (Arizona projects are preferred) that includes services similar in nature to the services expected to be performed for the Town. For each project provide the project description, client name and contact.
- 7.3 Proposed Project Manager:** Response must name the Project Manager directly responsible and engaged in the work for the services. Describe each Project Manager’s specific qualifications and experience. Focus on the proposed project manager’s specific

duties and responsibilities and how project experience is relevant to the proposed contract.

- Identify Professional Registrations.
- Indicate length of time with Consultant.
- Describe the individuals' qualifications.

8.0 TOWN OF DEWEY-HUMBOLDT CONTACT

Questions may be directed in writing to Yvonne Kimball, 2735 S. Highway 69, Humboldt, AZ 85329. Questions must be received by the end of business on _____, _____, 2012 so that response may be posted as an addendum to the RFQ. Email: YvonneKimball@dhaz.gov. Fax: 928-632-7365

9.0 TERMS AND CONDITIONS

This RFQ does not commit Dewey-Humboldt to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services.

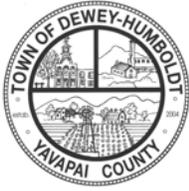
- 10.1 Dewey-Humboldt reserves the right to extend the date by which the submittals are due.
- 10.2 Dewey-Humboldt reserves the right to cancel, in part or in its entirety, this RFQ including but not limited to: selection schedule, submittal date, and submittal requirements. If Dewey-Humboldt cancels or revises the RFQ, all respondents of record will be notified in writing by Dewey-Humboldt.
- 10.3 All submittals become the property of Dewey-Humboldt. Information contained in a Statement of Qualifications shall be made public after the final list is verified and approved by the Town Manager.
- 10.4 Dewey-Humboldt reserves the right to request additional information and/or clarifications from any or all Respondents to this RFQ.

11.0 EQUAL OPPORTUNITY

Dewey-Humboldt is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit Statements of Qualifications on the Project.

Consultants shall confirm receipt of all addenda issued to this RFQ in its cover letter submitted with its Statement of Qualifications. It is the Consultant's sole responsibility to confirm receipt of all addenda issued to the RFQ. Failure to do so will result in the proposal being declared non-responsive. Consultants will NOT be notified of addenda by fax.

Attachment: Pro forma contract for services



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

TOWN COUNCIL STUDY SESSION MEETING
June 12, 2012– 2:00 pm Town Council Meeting Chambers

Agenda Item # 4.4 Ordinances 12-91 Amend Town Code Provisions 10.05 Definitions, 10.15 Effective Date of Ordinances, and 30.018 Council Actions. Discussion and possible action.

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

Date submitted: June 6, 2012

Recommendation: approve the ordinances

Summary:

Following up with your directions made at June 5's meeting, staff contacted the attorneys to prepare an associated ordinance to reflect the desired changes to Town Code provisions 10.05 Definitions, and 30.015 Town Council Generally.

Attached are the draft ordinance and a related ARS provision. Upon passing, it will be sent to be codified into the Town Codes book at the next available date for codification.

Also, the attorney prepared a cover memorandum to explain the ordinance. Due to "client privilege" concern, it is not included in this packet. Copies of the memo will be available to council members. Also, the attorney will be in presence for this item.

ORDINANCE No. 12-91

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 1 GENERAL PROVISIONS, CHAPTER 10 RULES OF CONSTRUCTION; GENERAL PENALTY, BY AMENDING SECTION 10.05 DEFINITIONS TO ADD DEFINITIONS OF "MOTION", "ORDINANCE", "PROCLAMATION" AND "RESOLUTION" AND SECTION 10.15 EFFECTIVE DATE OF ORDINANCES TO CONFORM TO STATE LAW; AND AMENDING TITLE II ADMINISTRATION, CHAPTER 30 TOWN COUNCIL AND OFFICIALS, BY AMENDING SECTION 30.018 COUNCIL ACTIONS RELATED TO THE PROCEDURE TO ADOPT ORDINANCES; 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 1 General Provisions, Chapter 10 Rules of Construction; General Penalty, Section 10.05 Definitions is hereby amended to add the following definitions as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

§ 10.05 Definitions.

* * *

MOTION. A PROPOSAL BY A MEMBER OF THE COUNCIL TO TAKE OFFICIAL ACTION.

* * *

ORDINANCE. A LAW PASSED BY THE COUNCIL.

* * *

PROCLAMATION. A PUBLIC OR OFFICIAL ANNOUNCEMENT MADE BY THE MAYOR THAT IDENTIFIES PARTICULAR DAYS OR EVENTS OF SPECIAL INTEREST.

* * *

RESOLUTION. AN OFFICIAL EXPRESSION OF THE OPINION OR WILL OF THE COUNCIL.

* * *

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title 1 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.

(A) All ordinances, RESOLUTIONS AND FRANCHISES ~~passed~~ APPROVED by the legislative body ~~requiring publication shall take effect from and after the due publication thereof, unless otherwise expressly provided. Ordinances not requiring publication shall take effect from their passage, unless otherwise expressly provided.~~ SHALL NOT BECOME OPERATIVE UNTIL 30 DAYS AFTER ITS PASSAGE BY THE COUNCIL AND APPROVAL BY THE MAYOR, EXCEPT EMERGENCY MEASURES NECESSARY FOR THE IMMEDIATE PRESERVATION OF THE PEACE, HEALTH OR SAFETY OF THE TOWN.

(B). ALL ORDINANCES AND RESOLUTIONS EXCEPT EMERGENCY ORDINANCES AND RESOLUTIONS, SHALL REQUIRE THE AFFIRMATIVE VOTE OF A MAJORITY OF A QUORUM OF THE 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.

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title II Administration, Chapter 30 Town Council and Officials, Section 30.018 Council Actions is hereby amended to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

§ 30.018 Council Actions

(A) Legislative actions by the Town Council ~~can~~ MAY be taken by means of ordinance, resolution, or ~~minute action~~ MOTION duly made and passed by ~~the~~ majority OF THE COUNCILMEMBERS PRESENT (unless otherwise ~~provided~~ REQUIRED IN THIS CODE OR BY STATE OR FEDERAL LAW). ALL AMENDMENTS TO THE TOWN CODE SHALL BE ACCOMPLISHED BY APPROVAL BY

THE TOWN COUNCIL OF AN ORDINANCE SETTING FORTH THE AMENDMENT IN FULL OR ADOPTING THE AMENDMENT BY REFERENCE, AS AUTHORIZED BY ARIZONA LAW.

* * *

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 _____, 2012, by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this ____ day of _____, 2012.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

APPROVED AS TO FORM:

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

I, JUDY MORGAN, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. _____ ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA ON THE ____ DAY OF _____, 2012, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 2012.

Judy Morgan, Town Clerk

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19-142. Referendum petitions against municipal actions; emergency measures; zoning actions

A. The whole number of votes cast at the citywide or townwide election at which a mayor or councilmen were chosen last preceding the submission of the application for a referendum petition against an ordinance, franchise or resolution shall be the basis on which the number of electors of the city or town required to file a referendum petition shall be computed. For the purposes of this section, a citywide or townwide election is an election at which all of the qualified electors of a city or town are eligible to vote for a mayor or members of the city or town council. The petition shall be filed with the city or town clerk within thirty days after passage of the ordinance, resolution or franchise.

B. A city or town ordinance, resolution or franchise shall not become operative until thirty days after its passage by the council and approval by the mayor, unless it is passed over the mayor's veto, and then it shall not become operative until thirty days after final approval and until certification by the clerk of the city or town of the minutes of the meeting at which the action was taken, except emergency measures necessary for the immediate preservation of the peace, health or safety of the city or town. An emergency measure shall not become immediately operative unless it states in a separate section the reason why it is necessary that it should become immediately operative, and unless it is approved by the affirmative vote of three-fourths of all the members elected to the city or town council, taken by ayes and noes, and also approved by the mayor.

C. At the time a person or organization intending to file a referendum petition against an ordinance or resolution applies for the issuance of an official number pursuant to section 19-111, the city or town clerk shall provide such person or organization with a full and correct copy of the ordinance or resolution in the form as finally adopted. If the copy of the ordinance or resolution proposed as a referendum is not available to such person or organization at the time of making application for an official number or on the same business day as the application is submitted, the thirty-day period prescribed in subsection A of this section begins on the day that the ordinance or resolution is available from the city or town clerk, and the ordinance or resolution shall not become operative until thirty days after the ordinance or resolution is available.

D. Notwithstanding subsection C of this section, a person or organization may file a referendum petition against the rezoning of a parcel of property on the approval by the city or town council of the ordinance that adopts the rezoning or on the approval of that portion of the minutes of the city or town council that includes the council's approval of the rezoning, whichever occurs first. The thirty day period prescribed in subsection A of this section begins on the day that the rezoning ordinance or approved minutes or portion of the approved minutes are available from the city or town clerk and the ordinance is not operative until thirty days after the ordinance or minutes are available.



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[9-471.02. Deannexation of land from one municipality and annexation to another municipality](#)

A. Notwithstanding any other provision of law to the contrary, territory may be deannexed and severed from one city or town and annexed to another city or town in accordance with the provisions of this section if the territory which is deannexed is contiguous to the city or town which annexes the territory.

B. The governing body of a city or town which intends to deannex the territory shall by ordinance set forth the legal description of the territory and shall declare the deannexation of the territory contingent upon the fulfillment of the conditions of this section.

C. The governing body of the city or town which intends to annex the territory shall by ordinance set forth the legal description of the territory and shall declare the annexation of the territory contingent upon fulfillment of the conditions of this section.

D. The ordinance passed by each governing body shall be filed with the board of supervisors which shall set a hearing date of not less than thirty nor more than sixty days from the date of the filing of the ordinances and shall notify the governing body of each city or town of the hearing date at least thirty days prior to the date.

E. The governing body of the city or town desiring to deannex territory shall notify by letter the owner of any real property in the territory to be deannexed at least twenty days before the hearing by the board of supervisors. Such notification shall specify that the area is to be deannexed and annexed to another city or town and that such property shall continue to be subject to any tax lawfully assessed against it for the purpose of paying any indebtedness lawfully contracted by the governing body of the city or town while the property was within the corporate limits. The letter shall state that the property owner may protest the action by letter to the board of supervisors prior to the hearing or in person at the hearing. If property owners of fifty-one percent or more of the land area of the territory to be deannexed protest the action, then the board of supervisors shall deny the deannexation of the territory. No such action so denied shall be resubmitted to the board of supervisors for at least one year following such denial.

F. Upon determining that the requirements of this section have been satisfied and upon the holding of the public hearing and upon determination that the protests filed are insufficient as defined by this section, the board of supervisors shall order that the territory be deannexed from one city or town and that the same territory be annexed to another city or town as specified in the two ordinances authorized by this section.

G. The land deannexed and annexed shall not thereby be exempt from the payment of any taxes lawfully assessed against it for the purpose of paying any indebtedness lawfully contracted by the corporate authorities of such city or town while such land was within the limits thereof and which remains unpaid, and for the payment of which such land could be lawfully taxed.

H. Whenever the governing body or the city or town which has deannexed territory shall levy a tax upon the property within such city or town for the purpose of paying indebtedness incurred before such deannexation, or any part thereof, and interest thereon, such governing body shall have the authority to levy a tax at the same rate and for the same purpose on the land so deannexed. In case the owner of any land so deannexed shall pay off and discharge a portion of such indebtedness equal in amount to the same proportion of the indebtedness which the assessed value of his land bears to the entire assessed value of all the property subject to taxation for the payment of such indebtedness, calculated according to the last assessment previous to such payment, then such land shall be exempted from further taxation to pay

such indebtedness. Upon such payment being made, the canceled bonds or other evidences of payment of such portion of such indebtedness shall be deposited with the clerk of such city or town and a certificate shall be given by him stating that such payment has been made.

I. A copy of the order of the board of supervisors ordering the deannexation and annexation of any land described in any city or town, certified by the clerk of the court, shall be filed for record in the recorder's office of the county in which such land is situated. Such record, or a copy of such order or decree, certified by the clerk of such court, shall be proof of the deannexation and annexation of such land.



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A. The common council may levy and collect annually, upon the assessed value of the real and personal property within the town, as shown by the equalized assessment roll of the current year, except such as is, or may be, exempt from taxation under the laws of the state, property taxes to defray the salaries of officers, and the ordinary and contingent expenses of the corporation, not herein otherwise provided for, and for constructing and repairing streets, sewers, sidewalks and crosswalks, or bridges and culverts upon such streets and sidewalks.

B. The limitation imposed by this section shall not prohibit the right to levy and collect amounts necessary to defray the charges of the public debt of the corporation.

C. Nothing contained in this section shall be held to repeal, modify or affect the provisions of title 42, chapter 17, article 2.



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9-102. [Disincorporation](#)

A. The supervisors of the county in which a city or town is situated shall, upon the petition of two-thirds of the qualified electors residing within the city or town within sixty days of when the petition is filed, do either of the following:

1. Disincorporate the city or town, and appoint a trustee with authority to wind up the affairs of the corporation, sell and convey its property, real and personal, pay the debts of the city or town and deposit the surplus of the proceeds of the property in the county treasury to be there disposed of for the benefit of the inhabitants of the disincorporated city or town.

2. Call for an election for the purpose of deciding for or against the disincorporation of the city or town. The election shall take place on a date prescribed by section 16-204 but not more than one hundred eighty days after the petition is filed, except that no such election shall be called within twelve months from the date of a previous election for disincorporation of the same city or town. Only qualified electors of the city or town shall vote on this question. If a majority of the qualified electors voting thereon votes for disincorporation, then the board of supervisors shall, by an order entered of record, declare the city or town disincorporated and shall proceed in the manner prescribed in paragraph 1 of this subsection.

B. If the incorporation of a city or town is rescinded or declared null and void by a court of competent jurisdiction for any reason, the superior court in the county in which that city or town is situated may appoint a trustee with authority to wind up the affairs of the corporation, sell and convey its property, real and personal, and pay the debts of the city or town. Any net proceeds remaining from the liquidation of such property shall be spent for the benefit of the inhabitants of the disincorporated city or town. An expenditure for the benefit of such inhabitants shall be determined in the following manner:

1. The superior court shall conduct a public hearing to receive the recommendations of the inhabitants for the disposition of such proceeds. The superior court shall determine the object or objects for which such proceeds shall be spent by determining in its discretion that such object or objects benefit and are in the best interests of the majority of all age groups of the inhabitants. The object or objects may include private, nonprofit organizations.

2. The superior court may appoint an advisory committee composed of the inhabitants to assist it in rendering its decision and to ensure that such object or objects are carried out and shall require the committee to provide a strict accounting of the expenditure of such monies.

3. After receiving and approving a final accounting of the expenditure of such monies, the superior court may discharge the advisory committee and trustee.

C. Indebtedness and obligations of or issued by or on behalf of such city or town shall not become indebtedness or obligations of the county, except that the county is responsible as a trustee to insure that all obligations and debts of the city or town are paid. The indebtedness and obligations of such city or town shall be paid pursuant to subsection D of this section. The city or town which is disincorporated shall continue as a political subdivision until all of the debts and obligations of the city or town are satisfied.

D. The appointed trustee shall annually estimate an amount to be levied as a tax on all taxable property in the disincorporated city or town to pay the indebtedness or obligations of the city or town. Subject to the limitation contained in subsection E of this section, on or before June 30 the appointed trustee shall certify to the board of supervisors the amount of taxes necessary to be levied for these purposes, and the board of supervisors shall levy and cause the amount to be collected as secondary taxes at the same time and in the same manner as levying and collecting general

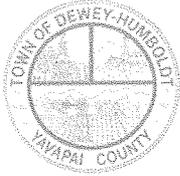
county taxes.

E. The taxes levied pursuant to subsection D of this section shall be levied until such time as the indebtedness or obligations of the city or town shall have been satisfied. The amount levied each year shall not exceed the amount levied for the tax year preceding the year in which the city or town is disincorporated.

F. In addition to the authority provided in subsection A of this section, the appointed trustee may operate the facilities of the city or town until such facilities are sold or otherwise disposed of as determined by the county board of supervisors.

G. Before obtaining any signatures on a petition required by subsection A of this section, a copy of the petition shall be filed with the clerk of the board of supervisors. The petition shall state its purpose clearly and concisely and shall be in the form and signed and verified as generally provided for initiative petitions. Petitioners have one hundred eighty days from the date of such filing to obtain the required number of signatures.

H. The county recorder shall verify the names on the petition within thirty days after the petition is completed and filed and, if valid, the board of supervisors shall proceed as prescribed in subsection A, paragraph 1 or 2 of this section. If the city or town is disincorporated pursuant to this section, the board of supervisors shall appoint the trustee pursuant to subsection A of this section within thirty days after disincorporation.



TOWN OF DEWEY-HUMBOLDT
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COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: May 11, 2012

Date of Request: June 12, 2012

Type of Action: Routine/Consent Regular

Requesting: Action Report Only

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

Discussion and possible action to direct the Town Attorney find out the legal status of Old Black Canyon from Edd's Sand Trail to Hwy 169.

Purpose and Background Information (Detail of requested action). The Town continues to maintain a part of Old Black Canyon in which the ownership is in disputed. Previous attorneys have looked at this issue but it is still unresolved. Should the Town maintain a private roadway?

Staff Recommendation(s): _____

Budgeted Amount: None

List All Attachments: None

Type of Presentation: Oral

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

Contact Person: CM Wright

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