

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

**Tuesday, April 17, 2018, 6:30 P.M.**

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

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

## **AGENDA**

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

**1. Call To Order**

**2. Pledge of Allegiance**

**3. Invocation**

**4. Roll Call** Town Council Members: Jack Hamilton, Mark McBrady, Amy Timmons, Doug Treadway, Victoria Wendt, Vice Mayor John Hughes and Mayor Terry Nolan.

**5. 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.

Page  
5

**A. Fair Housing Proclamation related to the Town's policy on compliance with the Fair Housing Act**

7

**B. Interviews and possible appointment of applicant to the Planning & Zoning Commission to fill one vacancy**

**C. Public Safety Reports**

**1. Central Arizona Fire & Medical Authority report presented by Fire Marshall Rick Chase.** Topics for possible discussion include: calls responded; outreach programs and services, construction permitting

**2. Yavapai County Sheriff's Office report presented by Sgt. Johnson.** Topics for possible discussion include: overview - self-Initiated, calls for Service, traffic stops including number of citations, arrests (family fight, disorderly, DUI/drugs); criminal investigation; animal control - calls for service; calls for service comparison-days of week, time of day; average response times; Part 1 crimes comparison

**3. Magistrate Court report presented by Judge Catherine Kelley.** Topics for possible discussion include: citations, procedures, services

**6. Town Manager's Report**

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

## 7. Consent Agenda

All those items listed below are considered to be routine and may be enacted by one motion. Any Council Member may request to remove an item from the Consent Agenda to be considered and discussed separately.

Page  
17

### A. Approval of Meeting Minutes:

1. Special Meeting of February 27, 2018
2. Study Session & Special Meeting of March 6, 2018
3. Regular Meeting of March 20, 2018

31

### B. Approval of adoption of Resolution No. 18-130 repealing Resolution No. 08-61 Related to the Public Participation Plan for adoption of a General Plan; providing for repeal of conflicting results; and providing for severability

## 8. Public Comment on Non-agendized Items

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

## 9. Unfinished Business

Discussion and Possible Legal Action on any issue which was not concluded, was postponed, or was tabled during a prior meeting.

33

### A. Special Projects Discussion for FY 2018/19 Budget

## 10. New Business

Discussion and Possible Legal Action on matters not previously presented to the Council.

43

### A. Public Works 2018 Chip Seal Overlay Contract Award

89

### B. Consideration and possible adoption of Chapter 92 Nuisance Abatement Ordinance (As directed by Council 3/20/18)

99

### C. Request for a waiver of the required \$850 application fee for a requested Use Permit, UP 17-002 for approximately 5.1 acres of real property, Woodrow Wampler residence, located at 9955 E. Newtown Ave., also known as Yavapai County Assessor's Parcel Number 402-03-212 in the R1-70 (Residential Single Family) zoning district to allow the operation of a dry camp to accommodate no more than ten travel trailer/RVs. The travel trailers/RVs will not be connected to any utilities, and the camp will be limited to operating during the period from April 15 through October 15 each year.

## 11. Public Hearing Agenda

Discussion and Possible Legal Action may be taken.

101

### A. Request for a Use Permit UP 17-002 for approximately 5.1 acres of real property, Woody Wampler residence, located at 9955 E. Newtown Ave., also known as Yavapai County Assessor's Parcel Number 402-03-212 in the R1-70 (Commercial; General Sales and Services) zoning district to allow the operation of a dry camp to accommodate no more than ten travel trailer/RVs. The travel trailers/RVs will not be connected to any utilities, and the camp will be limited to operating during the period from April 15 through October 15 each year.

1. Staff Report
2. Open Public Hearing
3. Close Public Hearing
4. Commission Discussion and Possible Action

**B. Liquor License – Conduct public hearing and consider approval of a “Series 10 Beer and Wine Store” Liquor License for Giant #086 located at 12833 E. State Route 69, Dewey, AZ 86327.**

1. Staff Report
2. Open Public Hearing
3. Close Public Hearing
4. Council Discussion and Possible Action

## 12. Adjourn

Persons with a disability may request reasonable accommodations by contacting the Town Hall at 632-7362 at least 24 hours in advance of the meeting.

### 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 12th day of April, 2018, 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.

### **For Your Information:**

Next Town Council Work Session: Tuesday, May 1, 2018, at 2:00 p.m.

Next Planning & Zoning Meeting: Thursday, May 3, 2018, at 6:00 p.m.

Next Town Council Meeting: Tuesday, May 15, 2018, at 6:30 p.m.

If you would like to receive Town Council agendas via email, please sign up at [AgendaList@dhaz.gov](mailto:AgendaList@dhaz.gov) and type Subscribe in the subject line, or call 928-632-7362 and speak with Julie Gibson, Town Clerk.

[Page intentionally left blank]

## *Fair Housing Proclamation*

*WHEREAS, The National Fair Housing Law of 1986, as amended by the Fair Housing Amendments Act of 1988 prohibits discrimination in housing and declares it a national policy to provide within constitutional limits, for fair housing in the United States; and*

*WHEREAS, the principle of Fair Housing is not only national law and national policy but a fundamental human concept and entitlement for all Americans; and*

*WHEREAS, April has traditionally been designated as Fair Housing Month in the United States;*

*NOW THEREFORE, I, Mayor Terry Nolan, do proclaim April as Fair Housing Month in the Town of Dewey-Humboldt and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.*

*In Witness Whereof, I have hereunto set my hand this 17th day of April 2018.*

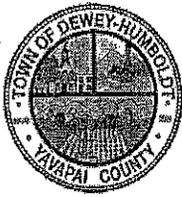
---

*Mayor Terry Nolan  
Town of Dewey-Humboldt*

---

*Julie Gibson  
Town Clerk*

[Page intentionally left blank]



# TOWN OF DEWEY-HUMBOLDT

RECEIVED

FEB 13 2018

Will Attend

Dewey-Humboldt

## Town Commission, Boards and Committee Vacancy Application Form

Please complete this application form and thank you for your interest in serving.

### Personal information:

Name: Lynn Collins email: NONE  
 Mailing & Physical Address: [REDACTED] So. Antelope Dr. [REDACTED] DEWEY 89321  
 Phone Number: [REDACTED] Occupation: RETIRED  
 (please indicate home and work numbers)

How long have you lived in Dewey-Humboldt? 4 1/2 years. Are you over the age of 18?  Yes  No

Are any of your relatives employed by the Town? Who/Where: \_\_\_\_\_

Emergency Contact: [REDACTED] [REDACTED]  
 Name Phone Relationship

Are you presently employed? (Check as many as apply)

Employed full-time  Employed part-time  Unemployed  Retired  Other \_\_\_\_\_

Employment experience relevant to the position applied for: worked in quality control on military contracts, with very technical documentation

**Position applied for:** Briefly describe your interest in volunteering for the Town's Boards, Commissions and/or Committees. Describe your experience, education and /or other qualities that you feel would be of value to the Town. You may apply for more than one position. If doing so, please list in order of preference. If needed, you may attach a separate sheet of paper.

From 1999 to 2003 I attended many general plan and area plan meetings as well as some subdivision and planned area project hearings in the Gilbert/Chandler areas. I have a good understanding of these subjects.

## Town of Dewey-Humboldt

### Commissions, Boards and Committees

(Please number in order of preference, 1<sup>st</sup> choice, 2<sup>nd</sup> choice, etc., if applying for more than one position)

#### COMMISSIONS

~~\_\_\_\_\_~~ **Planning and Zoning Advisory Commission** – Seven-member commission that hears requests for re-zonings, Planned Area Developments; makes recommendations to the Town Council. Term of appointment is four years. The Commission may set its own schedule but is required to meet at least quarterly or at the request of the Mayor, a Councilmember or applicant.

#### BOARDS

\_\_\_\_\_ **Board of Adjustment** – Five resident members that hear appeals by property owners regarding variances and interpretations of staff decisions regarding land uses. Quasi-judicial, appeals of the Board's decisions are heard by Superior Court.

#### COMMITTEES

\_\_\_\_\_ **Environmental Issues Advisory Committee** – Provides for the identification, assessment and monitoring of environmental and public health issues that may be of concern to the Town. Term of appointment is two years. Committee may set its own meeting schedule and shall meet at least quarterly or at the request of the Town Council.

\_\_\_\_\_ **Groundwater Resource Advisory Committee** – Provides for the collection of data, information and studies that will assist the Town in being a positive influence in the preservation of its citizens' rights to access groundwater and other appropriate water resources. Term of appointment is two years. Committee may set its own schedule and shall meet at least quarterly or at the request of the Town Council.

\_\_\_\_\_ **Clean Town Committee** – Provides organizational oversight of volunteer services to the Town and its citizens and assist in developing programs that address issues of accumulated trash, code enforcement and related concerns. Term of appointment is two years. Committee may set its own meeting schedule and shall hold at least one meeting per year.

\_\_\_\_\_ **Open Space & Trails Committee** – Provides volunteer services to the Town by interacting with the community, other similar area committees and agencies to further the implementation of the Town Open Space & Trails Master Plan and to compile findings and contact reports associated with its activities. It shall also plan any trail, refuge area or related facility within the vicinity of Chaparral Gulch that is suggested by Council to be named in memory of Emmett Trapp.

\_\_\_\_\_ **Other Committees as needed.**

## Information for Applicants

Members of boards, commissions and committees are appointed by the Town Council and serve at the pleasure of the Council. The appointment process begins with the submission of an application. Applications will be retained for one year following submission. Applicants are subject to interview by the Chair of the board, commission or committee and the Town Council for appointment.

Voting members of boards, commissions and citizen committees must be residents of the Town. Non-voting members of Citizen Committees may be non-residents.

Appointees may serve an unlimited number of terms on a board, commission, or citizen committee, at the discretion of the Town Council.

Regular attendance is required for board, commission and committee members. If a member misses three meetings consecutively or within a calendar quarter and the chair recommends removal, his seat is deemed vacant upon declaration by the Council.

Board, commission and citizen committee members are required to comply with Arizona open meeting laws, public records laws and with the Town of Dewey-Humboldt Code of Ethics.

### Signature and Verification

I hereby certify that all information contained in this application is true and complete and I understand that the information I have provided in this application may be verified by the Town of Dewey-Humboldt. I have read the information for applicants provided above and agree to comply with all the requirements for serving as a board, commission, or citizen committee member set forth above or as may be required by the Town Code and the laws of the State of Arizona.

FEB 13 2018  
Date

  
Signature



Will Attend

# TOWN OF DEWEY-HUMBOLDT

## Town Commission, Boards and Committee Vacancy Application Form

Please complete this application form and thank you for your interest in serving.

### Personal information:

Name: Nancy Wright email: [REDACTED]

Mailing & Physical Address: [REDACTED] Parker St. [REDACTED] Humboldt, AZ 86329

Phone Number: [REDACTED] Retired                       
(please indicate home and work numbers) Occupation

How long have you lived in Dewey-Humboldt? 19 years. Are you over the age of 18?  Yes  No

Are any of your relatives, employed by the Town? Who/Where: No

Emergency Contact: [REDACTED]

Name	Phone	Relationship

Are you presently employed? (Check as many as apply)

Employed full-time  Employed part-time  Unemployed  Retired  Other                     

Employment experience relevant to the position applied for:                     

**Position applied for:** Briefly describe your interest in volunteering for the Town's Boards, Commissions and/or Committees. Describe your experience, education and /or other qualities that you feel would be of value to the Town. You may apply for more than one position. If doing so, please list in order of preference. If needed, you may attach a separate sheet of paper.

During my 11 years on the Town Council I learned a great deal about planning and zoning. I have become familiar with the Town's codes and its other documents including the General Plan. I believe my experience will be helpful in working on the Planning and Zoning Commission.

**Town of Dewey-Humboldt**  
**Commissions, Boards and Committees**

*(Please number in order of preference, 1<sup>st</sup> choice, 2<sup>nd</sup> choice, etc., if applying for more than one position)*

**COMMISSIONS**

  X   *Planning and Zoning Advisory Commission* – Seven-member commission that hears requests for re-zonings, Planned Area Developments; makes recommendations to the Town Council. Term of appointment is four years. The Commission may set its own schedule but is required to meet at least quarterly or at the request of the Mayor, a Councilmember or applicant.

**BOARDS**

  X   *Board of Adjustment* – Five resident members that hear appeals by property owners regarding variances and interpretations of staff decisions regarding land uses. Quasi-judicial, appeals of the Board's decisions are heard by Superior Court.

**COMMITTEES**

       *Environmental Issues Advisory Committee* – Provides for the identification, assessment and monitoring of environmental and public health issues that may be of concern to the Town. Term of appointment is two years. Committee may set its own meeting schedule and shall meet at least quarterly or at the request of the Town Council.

       *Groundwater Resource Advisory Committee* – Provides for the collection of data, information and studies that will assist the Town in being a positive influence in the preservation of its citizens' rights to access groundwater and other appropriate water resources. Term of appointment is two years. Committee may set its own schedule and shall meet at least quarterly or at the request of the Town Council.

       *Clean Town Committee* – Provides organizational oversight of volunteer services to the Town and its citizens and assist in developing programs that address issues of accumulated trash, code enforcement and related concerns. Term of appointment is two years. Committee may set its own meeting schedule and shall hold at least one meeting per year.

       *Open Space & Trails Committee* – Provides volunteer services to the Town by interacting with the community, other similar area committees and agencies to further the implementation of the Town Open Space & Trails Master Plan and to compile findings and contact reports associated with its activities. It shall also plan any trail, refuge area or related facility within the vicinity of Chaparral Gulch that is suggested by Council to be named in memory of Emmett Trapp.

       *Other Committees as needed.*

## Information for Applicants

Members of boards, commissions and committees are appointed by the Town Council and serve at the pleasure of the Council. The appointment process begins with the submission of an application. Applications will be retained for one year following submission. Applicants are subject to interview by the Chair of the board, commission or committee and the Town Council for appointment.

Voting members of boards, commissions and citizen committees must be residents of the Town. Non-voting members of Citizen Committees may be non-residents.

Appointees may serve an unlimited number of terms on a board, commission, or citizen committee, at the discretion of the Town Council.

Regular attendance is required for board, commission and committee members. If a member misses three meetings consecutively or within a calendar quarter and the chair recommends removal, his seat is deemed vacant upon declaration by the Council.

Board, commission and citizen committee members are required to comply with Arizona open meeting laws, public records laws and with the Town of Dewey-Humboldt Code of Ethics.

### Signature and Verification

I hereby certify that all information contained in this application is true and complete and I understand that the information I have provided in this application may be verified by the Town of Dewey-Humboldt. I have read the information for applicants provided above and agree to comply with all the requirements for serving as a board, commission, or citizen committee member set forth above or as may be required by the Town Code and the laws of the State of Arizona.

March 16, 2018  
Date

Nancy Wright  
Signature



# TOWN OF DEWEY-HUMBOLDT

RECEIVED

MAR 30 2018

Dewey-Humboldt

## Town Commission, Boards and Committee Vacancy Application Form

Please complete this application form and thank you for your interest in serving.

### Personal information:

Name: KEN Murphy email: [REDACTED]

Mailing & Physical Address: [REDACTED] S. Hwy 69 #45 Dewey AZ 86327

Phone Number: [REDACTED] Occupation: School bus driver  
(please indicate home and work numbers)

How long have you lived in Dewey-Humboldt? 5 years. Are you over the age of 18?  Yes  No

Are any of your relatives, employed by the Town? Who/Where: NO.

Emergency Contact: [REDACTED]	[REDACTED]	[REDACTED]
Name	Phone	Relationship

Are you presently employed? (Check as many as apply)

Employed full-time  Employed part-time  Unemployed  Retired  Other \_\_\_\_\_

Employment experience relevant to the position applied for: 15 yr Property Management

**Position applied for:** Briefly describe your interest in volunteering for the Town's Boards, Commissions and/or Committees. Describe your experience, education and /or other qualities that you feel would be of value to the Town. You may apply for more than one position. If doing so, please list in order of preference. If needed, you may attach a separate sheet of paper.

*I want to be an active part of the Community. I think we need to keep a objective eye on the growth of our community. We are not the "Big City" and I feel we need to keep it that way.*

# Town of Dewey-Humboldt

## Commissions, Boards and Committees

(Please number in order of preference, 1<sup>st</sup> choice, 2<sup>nd</sup> choice, etc., if applying for more than one position)

### COMMISSIONS

*Planning and Zoning Advisory Commission* – Seven-member commission that hears requests for re-zonings, Planned Area Developments; makes recommendations to the Town Council. Term of appointment is four years. The Commission may set its own schedule but is required to meet at least quarterly or at the request of the Mayor, a Councilmember or applicant.

### BOARDS

*Board of Adjustment* – Five resident members that hear appeals by property owners regarding variances and interpretations of staff decisions regarding land uses. Quasi-judicial, appeals of the Board's decisions are heard by Superior Court.

### COMMITTEES

*Environmental Issues Advisory Committee* – Provides for the identification, assessment and monitoring of environmental and public health issues that may be of concern to the Town. Term of appointment is two years. Committee may set its own meeting schedule and shall meet at least quarterly or at the request of the Town Council.

*Groundwater Resource Advisory Committee* – Provides for the collection of data, information and studies that will assist the Town in being a positive influence in the preservation of its citizens' rights to access groundwater and other appropriate water resources. Term of appointment is two years. Committee may set its own schedule and shall meet at least quarterly or at the request of the Town Council.

*Clean Town Committee* – Provides organizational oversight of volunteer services to the Town and its citizens and assist in developing programs that address issues of accumulated trash, code enforcement and related concerns. Term of appointment is two years. Committee may set its own meeting schedule and shall hold at least one meeting per year.

*Open Space & Trails Committee* – Provides volunteer services to the Town by interacting with the community, other similar area committees and agencies to further the implementation of the Town Open Space & Trails Master Plan and to compile findings and contact reports associated with its activities. It shall also plan any trail, refuge area or related facility within the vicinity of Chaparral Gulch that is suggested by Council to be named in memory of Emmett Trapp.

*Other Committees as needed.*

## Information for Applicants

Members of boards, commissions and committees are appointed by the Town Council and serve at the pleasure of the Council. The appointment process begins with the submission of an application. Applications will be retained for one year following submission. Applicants are subject to interview by the Chair of the board, commission or committee and the Town Council for appointment.

Voting members of boards, commissions and citizen committees must be residents of the Town. Non-voting members of Citizen Committees may be non-residents.

Appointees may serve an unlimited number of terms on a board, commission, or citizen committee, at the discretion of the Town Council.

Regular attendance is required for board, commission and committee members. If a member misses three meetings consecutively or within a calendar quarter and the chair recommends removal, his seat is deemed vacant upon declaration by the Council.

Board, commission and citizen committee members are required to comply with Arizona open meeting laws, public records laws and with the Town of Dewey-Humboldt Code of Ethics.

### Signature and Verification

I hereby certify that all information contained in this application is true and complete and I understand that the information I have provided in this application may be verified by the Town of Dewey-Humboldt. I have read the information for applicants provided above and agree to comply with all the requirements for serving as a board, commission, or citizen committee member set forth above or as may be required by the Town Code and the laws of the State of Arizona.

03-30-18  
Date

Ben Murphy  
Signature

[Page intentionally left blank]

Agenda Item 7. A.  
**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
SPECIAL MEETING MINUTES  
FEBRUARY 27, 2018, 6:30 P.M.**

**A SPECIAL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, FEBRUARY 27, 2018, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.**

1. **Call To Order.** Mayor Nolan called the meeting to order at 6:30 p.m.
2. **Roll Call.** Town Council Members Jack Hamilton, Amy Timmons, Mark McBrady, Doug Treadway, Victoria Wendt, Vice Mayor John Hughes and Mayor Terry Nolan were present.
3. **Special Session:** Discussion and legal action may be taken. Public Comments on the agenda item can be taken.

**3.1. Developer, Rod Sheehan, will present proposals for ingress and egress at the proposed Giant Gas Station located at the intersections of Highways 69 and 169. Mr. Sheehan will also entertain questions and comments from the Mayor, Town Council and Public related to the issues of ingress and egress for the proposed development and matters associated to traffic and circulations at this intersection.**

Rod Sheehan of West Build spoke of having been in development with his parents for many years, noting that he lives in Prescott. The property purchased at the corner of Highways 69 and 169 is the ninth station of this type build in three different states and can be seen on their website. He displayed on the overhead a drawing of the fourth rendition of the site plan that has been submitted to ADOT. The developers had previously given 10 feet of right of way to ADOT and have given another additional 10 feet, which will give more options of future growth for ADOT plans. There has been much government, state, county and local oversight to this project. He estimated they were 90% done with the planning process and it has not been an easy process. The traffic portion of this process was very involved.

There was Council comment and discussion regarding safety concerns in regard to the traffic plans. Council provided different options to alleviate hypothetical traffic issues. Mr. Sheehan went on to explain that there was a detailed traffic study completed and pointed out the ingress options, as well as the deceleration lanes on the overhead drawings. He advised that the traffic plan is ADOT-governed.

Public Comment

Jason Chisholm - Spoke of his concern over left turns out of the Giant Station.

Deanna Rozum – Asked for clarification on the turns and recommended right turns only out of the lot.

Carole Stensrud – Spoke of the need to determine the future level of service for existing intersections within the area and not applying a Band-Aid just for the current needs. She questioned what formula was used for the traffic plan and if there was an actual observation. She noted special events in the area and thinks some realistic factors were missed and that there is no rush.

Jerry Brady – Spoke of Town Council not attending an intermodal transportation plan meeting previously held and recommended Town Council get a copy of the plan. He also spoke of the flu epidemic up and down the Highway 69 corridor.

## Town Council Regular Meeting Minutes, February 27, 2018

Randy Savage – Expressed interest in road at Dunlavin Lane and if that was going to be an island. He spoke of it possibly ruining the access out of his office forcing him to make a right turn. He spoke in support of the project, but the traffic plan at this particular spot was bad for business.

Chris Patch – Recommended tabling the whole thing until he can get egress back onto Highway 169.

Paul Warner – Spoke in support of the gas station and asked if the Old Black Canyon Highway would be paved. Mr. Sheehan confirmed the paving of OBC. Mr. Warner spoke of the dust factor on the unpaved portion of Old Black Canyon Highway.

Nancy Wright – Spoke of a D-H 2011 ADOT Transportation Study and that this document defines the procedures for new developments and traffic. She recommended that Council insist that Giant follow these guidelines. She gave statistics regarding accidents at the corner and noted that ADOT went against their own policy. She informed Council that they can do something, but they are blinded by the money and no longer concerned about safety.

Lee Stensrud – Spoke of different options regarding this intersection and suggested a stop light for the entrance of Old Black Canyon Highway to Highway 169. He did not see the need for a future roundabout in the area.

Carole Wagner - Inquired why ADOT was not present at this meeting. She spoke of this matter being about money, the developer and Town looking to make money. She spoke of her son having been involved in a traffic accident at the intersection.

Patricia Timmons – Highway 169 is her major egress and she does not agree with the Old Black Canyon Highway access. Talk of roundabouts is a future project. She inquired if emergency responders were consulted during this process. Safety is the important factor for her.

Kathy Blanko – Spoke of almost being hit at this intersection and noted how dark this state is at night. She agrees with the ingress/egress being off Old Black Canyon Highway.

Roy Redding – Spoke of the traffic backups in the area when there are accidents on Interstate 17 causing issues with time factors for emergency vehicles. He also noted the events at Mortimer's and the need for cross walks to the gas station from there.

Jerry Brady – Spoke of Old Black Canyon Highway being owned by the Department of Defense and the 1917 Influenza outbreak.

Deanna Rozum – recommended a stop light at Old Black Canyon Highway as being the best option.

Gary Mortimer – Spoke of believing that everyone is in favor of the gas station. He set the record straight that he does not own the property where Mortimer Farms is located, they have leased the property since 2008. He noted this is a potential development that would be good for the community and we can work together for a workable, safe plan. He spoke that Prescott Valley would welcome their business with open arms and commented negatively against the Town Staff.

Mayor Nolan closed the Public Comment portion of the meeting, requesting Mr. Sheehan to respond to the audience.

Mr. Sheehan noted that the public had good questions and addressed them. He spoke of the left/left design as being dictated by ADOT. There were professional engineers on both sides of this project. He spoke of a possible, future traffic light or roundabout and noted that they have

Town Council Regular Meeting Minutes, February 27, 2018  
approval from the Fire Department. ADOT is in charge of emergency responder traffic concerns, as well.

Council expressed support of the Giant Gas Station development but spoke of still having concerns about safety issues regarding the ingress and egress from the Giant Station. Council thanked Mr. Sheehan for his presentation.

Mr. Sheehan noted that he heard a lot of misinformation being shared that is wrong. There are several businesses lending to the traffic situations at the intersection of Highways 69 and 169 and that Council should address all the issues not just this one.

Councilmember Hamilton made a motion to adjourn the meeting, seconded by Councilmember Wendt. The motion passed unanimously.

**4. Adjourn.**

The meeting was adjourned at 8:31 p.m.

---

Terry Nolan, Mayor

ATTEST:

---

Julie Gibson, Town Clerk

**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
STUDY SESSION & SPECIAL MEETING NOTICE  
MARCH 6, 2018, 2:00 P.M.**

**A STUDY SESSION & SPECIAL MEETING NOTICE OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MARCH 6, 2018, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.**

1. **Call To Order.** Mayor Nolan called the meeting to order at 2:03 p.m.
2. **Roll Call.** Town Council Members Jack Hamilton Doug Treadway, Victoria Wendt and Mayor Terry Nolan were present. Vice Mayor John Hughes and Council Member Mark McBrady arrived late at 2:05 p.m. Councilmember Amy Timmons was absent.
3. **Study Session.** No legal action to be taken.

**3.1. Presentation and Request for Sponsorship from Dewey-Humboldt Historical Society on the Agua Fria Festival and request for \$2500 sponsorship. (CAARF/Presentation Request approved by Council on 2/20/18)**

David Nystrom, President & Board Chair of the Dewey-Humboldt Historical Society gave a Power Point presentation covering the 2017 Agua Fria Festival report. Mr. Nystrom noted that DHHS received support in donations from the Town of \$2,000 and \$500 from APS. There were approximately 300 attendees. The 2018 Festival will be held on Saturday, September 29<sup>th</sup>.

Mr. Nystrom requested Council to consider a \$2,500.00 sponsorship for the 2018 Festival that includes all the perks of the past – booth, parade entry, and sponsorship acknowledgement.

Mayor Nolan explained that this would be considered during upcoming budget sessions and no action would be taken at this time.

Councilmember Hamilton mentioned more money for the museum. Mr. Nystrom noted that the only request at this time was for the Festival, not for the Museum.

Council thanked Mr. Nystrom for his presentation.

**3.2. Council Discussion with area Regional Manager of APS to discuss condition of town utility poles and transformers. (CAARF approved by Council on 2/20/18)**

Mackenzie Rogers, Regional Manager for APS presented a Power Pont presentation. She spoke of APS's goal to safely and reliably provide services to the customers. She noted there were 500,000 power poles in the entire system with 6,000 of them located in Dewey-Humboldt. There is a pole inspection program and she explained this process to Council. She also spoke of the defensible space around the poles vegetation clearing process.

**Public Comment**

Gary Mortimer spoke of having a couple poles on their property that looked rickety. He asked about the pesticide treatment used in their vegetation clearing process noting that they are transitioning to an organic farm and it takes five years to become certified with no pesticides. He inquired if APS were coming on to their farm. Ms. Rogers offered to get information to Mr. Mortimer on this subject. Mr. Mortimer also spoke of concern for some cables hanging down on some shared pole locations along Old Black Canyon Highway and that they cause concern to some customers.

### **3.3. Discussion with Town Attorney regarding Conflicts of Interest Statutes.**

Town Attorney Goodwin gave a refresher on the conflict of interest statute using guidelines from the Attorney General's handbook. Any professional or financial interest could bias a decision. A Council Member that has a substantial interest that comes before the Council is a conflict of interest and they would need to recuse themselves from the discussion and any voting. Attorney Goodwin gave definitions for substantial interest and explained that if there is the appearance of a conflict, it is best to excuse yourself. Any conflict should be noted by the Council Member and noted in the record. Failure to do so could result in felony penalties, forfeiture of office, lawsuit.

There was Council discussion for more clarification. Town Attorney Goodwin said that Chapter 8 of the Attorney General guidelines was the one she studied. Open Meeting Law covers this topic.

#### Public Comment

Carole Stensrud spoke of consulting for two organizations for 20 years and working with boards. She described a hypothetical situation and asked for clarification on conflicts. Town Attorney Goodwin explained that the Conflict of Interest laws that she addressed apply only to public bodies.

There was further Council discussion and Town Attorney Goodwin clarified that if it is an issue that Council is never going to vote on comes up, you still have to be concerned with the appearance of a conflict of interest. A suspected conflict of interest would be discussed with the Town Manager and the Town Manager would consult the Town Attorney, if necessary. Generally, these issues resolve with discussion.

Public Comment - Gary Mortimer spoke of the ability to construe a conflict of interest in almost any situation and spoke of hypothetical situations as examples.

Attorney Goodwin clarified further on the definition of conflict of interest.

### **3.4. Discussion of Arizona Department of Transportation's approval for the ingress and egress/to and from the Giant Gas Station to be located at the intersection of Highways 69 and 169.**

Town Manager Wilson explained that Town Attorney Goodwin would address this issue as it falls into the area of authority to act and decision-making capacity.

Attorney Goodwin explained that some decisions are outside the Council's jurisdiction. The matter of Highways 69 and 169 intersection area has the necessary zoning. The ingress and egress is the exclusive jurisdiction of ADOT. They have followed the safety standards. Again, the Town has no jurisdiction over this matter. The Council may have opinions and may take certain stands, but ADOT will have the final decision and will make this final decision according to the safety standards. If ADOT were to put aside its standards and agreed with the Town's proposed ingress/egress solution that would be the only situation where she could see liability for the Town. Hence, if someone got in an accident as a result of ADOT setting aside their safety standards and adopted the Town's, both parties would be sued.

Attorney Goodwin said that although the Town would not be making a decision on this matter, if Council was going to discuss this further, and a Council Member had a pecuniary interest she recommended they recuse themselves from the discussion on the appearance of a conflict. However, Council has no jurisdiction, there is nothing to act, absent that, she did not see how a conflict of interest would arise.

Additionally, Attorney Goodwin explained that after ADOT approval, when the building permits are to be issued, if all requirements are met, the Town cannot deny that permit.

Mayor Nolan asked, if the Town tries to push ADOT to make what people perceive a better decision, the Town would be liable. Attorney Goodwin clarified that if the standards were below ADOT's there would be a liability factor. She feels the Town should allow ADOT to comply with their safety standards. Mayor Nolan said it should be left to ADOT and they should not interfere individually. Attorney Goodwin replied that Council is free to express their individual opinions, but she recommends against the Council to force a decision on ADOT that is below their safety standards. ADOT has exclusive jurisdiction over the road. If she were the Council, she would not want to make a decision to override ADOT's decision, in any way.

Town Manager Wilson spoke of Staff having maintained contact. He intended to have the opportunity with the developer, project team and ADOT. The ADOT project team is John Litterer and Richard Perez and are the primaries on this project. Mr. Sheehan had intended to have his Traffic Engineer at the last meeting, but she was unable to intend. There was to have been a meeting the previous day that did not take place. TM Wilson was unable to contact Mr. Sheehan in the last few days. Mr. Litterer of ADOT called in Andy Roth and they chatted over the phone regarding the Council's concerns for safety and the public concerns. They are not at a point of issuing approvals of the work at this time; there are still issues to be worked out. This work will establish the record for this intersection and it is a unique intersection commanding their highest interest and responsibility. TM Wilson indicated that the Town would remain concerned and they trusted ADOT to make the best choices for safety and the best interest of the state's organization. They committed to be available for further dialogue as TM Wilson expressed that it was important for the Council and Public to be updated on the status. ADOT assured they would be applying their best efforts to the program. ADOT also shared that there was still much engineering involved, as well as involvement from Flood Control, County agencies such as the Health Department, and ADEQ have to come forward with their approvals before ADOT puts the final seal on their plans. TM Wilson said he would keep the Council informed.

There was Council comment and discussion.

#### Public Comment

Gary Mortimer asked Mayor and Council why the public was being told the last few months that the Gas Stations was a done deal by the Public and Town Staff. Where was the disconnect? Mayor Nolan noted that there was mention of the development in Town Council minutes a year ago. Mr. Mortimer said this takes away from the credibility of the Council and Town Staff. Mr. Mortimer said that he is not against development in Dewey, not against the gas station. We have to be sure to do it right. He spoke of what he perceived as a negative process applying for a Use Permit when he assumed Mortimer Farms. Councilmember Hamilton warned against giving validity to rumors and information in a citizen news flyer that is out there. Council never put out that this was approved. Mr. Mortimer said that his claims were based on factual situations.

Councilmember Wendt asked to have Staff bring up those minutes that the Mayor referred to. TM Wilson made note that Council had a copy of communication between former Town Manager Kimball and Nancy Wright. TM Wilson spoke with Ms. Wright and verified that there was a communication from TM Kimball to Council in a monthly report that referenced the Gas Station. TM Wilson said they would be located and shared. The application for the Gas Station was made on November 11, 2017, for the project with the developers

Town Council Study Session & Special Meeting Minutes, March 6, 2018 previously purchasing multiple parcels and combining them into one parcel. This did not change the use or zoning. CM Wendt spoke of these things being taken out of context and she looks forward to a CAARF that is scheduled to be heard on March 20, 2018, on establishing processes to keep Council informed. TM Wilson spoke of this being a learning experience for Council and Staff as there has not been a lot of activity of this nature. This is the most significant thing to happen on a significant corner since incorporation.

There was further Council comment and discussion on how this project was handled by the former Town Manager.

Councilmember McBrady asked for it to be part of the record that Staff employees wanted to inform Council what was going on, but if they did, they would be fired. CM McBrady spoke of transparency and this needs to be on the record and needs to be looked into. TM Wilson said that it has been looked into; it did not happen on his watch. He believes that something of this nature did occur in regard to former Town Manager Kimball. TM Wilson spoke of some Managers holding tightly to control and information, this is not unique. Some jurisdictions practice this way. Staff was directed in that fashion and it is not happening anymore. This could have been handled better.

Councilmember Hamilton spoke of the previous mention of the project and that former Town Manager Kimball denied the allegation. It is up to you who you believe.

#### Public Comment

Carole Stensrud – Commended Council for hiring the new Town Manager. She recommended that everyone strike the words “done deal” from their vocabulary. This makes the Town feels that they do not have a voice. She is being more careful about what she says and encourages others to do so as well. If you know there is something coming down the road that could be a conflict, she encourages Council Members to take a high moral stand and recuse themselves from the issue.

#### 4. **Special Meeting.** Discussion and possible Legal Action may be taken.

##### 4.1. **Request Council to review and approve a tentative budget for Central Arizona Fire & Medical Authority and Firewise proposed Blue Hills water storage tank site.** (Mayor Nolan and CM Wendt CAARF)

Mayor Nolan noted that this item was being withdrawn from the agenda. The Fire Chief is entering a budget for this project.

##### 4.2. **Whether to hold additional special session(s) this month.** This is an established agenda item for Council’s discussion on whether to add an additional special study session and if so, to set the date.

Mayor Nolan did not see any reason for a special meeting this month.

#### 5. **Adjourn.** The meeting was adjourned at 4:13 p.m.

---

Terry Nolan, Mayor

ATTEST:

---

Julie Gibson, Town Clerk

**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
REGULAR MEETING MINUTES  
MARCH 20, 2018, 6:30 P.M.**

**A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MARCH 20, 2018, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.**

**1. Call To Order**

Mayor Nolan called the meeting to order at 2:00 p.m.

**2. Pledge of Allegiance**

Led by Mayor Nolan.

**3. Invocation**

Given by Councilmember Wendt.

**4. Roll Call** Town Council Members: Jack Hamilton, Mark McBrady Doug Treadway; Victoria Wendt; Vice Mayor John Hughes; and Mayor Terry Nolan were present. Council Member Amy Timmons arrived late at 6:34 p.m.

**5. Announcements regarding Current Events; Guests; Appointments; and Proclamations**

Mayor Nolan asked to move Agenda Item 13. Public Hearing Agenda forward in the meeting to be heard before Agenda Item 9. There was Council consensus to do so.

Councilmember Wendt reminded the audience that there is a Firewise meeting tomorrow night and there are some important speakers presenting at this meeting.

**6. Town Manager's Report**

None.

**7. Consent Agenda**

All those items listed below are considered to be routine and may be enacted by one motion. Any Council Member may request to remove an item from the Consent Agenda to be considered and discussed separately.

**A. Approval of Meeting Minutes:**

**1. Study Session & Special Meeting of February 13, 2018**

Councilmember Treadway noted that on Page 13, Agenda Item 8.1 the last sentence in the paragraph should be struck. Councilmember Wendt noted that on the same page under Agenda Item 9.1 the first sentence should read "utility poles" instead of "fire poles".

**2. Regular Council Meeting of February 20, 2018**

Councilmember Hamilton made a motion to approve the Study Session & Special Meeting minutes with the noted changes, and the Regular Council Meeting of February 20, 2018, seconded by Councilmember Hamilton. The motion passed unanimously.

**8. Public Comment on Non-agendized Items**

Margaret Dewey gave an update on the University of Arizona's Project Harvest program which is a harvested water-testing project. She is now the representative for the program. They encourage people who harvest water to participate in a testing program. This is a three-year study which will run through 2020.

Maria Papademetri is concerned about a residence at 1445 S. Hopi Trail. There are over 100 tires on the property and ignores the Code Enforcement Officer. She is very concerned about the potential fire hazard and the issue it would create in regard to ingress and egress during a

fire. She wants the Code Enforcement Officer to have the power to go in and deal with the problems and give the owner the bill. She also spoke of a potential animal abuse issue and Animal Control not properly addressing this. Why in the Blue Hills do the people have all these trailers and trash, when the Foothills are immaculate.

Stan Gorodenski spoke of attending an Open Space and Trails Committee and during discussion, before the meeting, the Chairwoman commented that she saw a woman with a baby walking down the middle of the street. This disturbed him because people may have the desire to put in sidewalks around Henderson Road. He does not think this is a reason to put in sidewalks or jogging trails. He feels this is a main artery and should not have those types of pedestrian accommodations.

## 12. Public Hearing Agenda

Discussion and Possible Legal Action may be taken.

### A. Liquor License – Conduct public hearing and consider approval of a new “Series 13 In-State Farm Winery” Liquor License for Mogollon Vineyards, L.L.C. located at 2430 S. State Route 69, Dewey, AZ 86327.

#### 1. Staff Report

#### 2. Open Public Hearing

Mayor Nolan closed the regular meeting at 6:43 p.m. and opened the Public Hearing. There were no Public Comments.

Town Manager Wilson recommended that the Staff Report be included in the hearing which was contained in the Council Communication. He noted that Council makes a recommendation to the Liquor Board and they make the actual approval or disapproval of the license.

#### 3. Close Public Hearing

Mayor Nolan closed the Public Hearing at 6:46 p.m.

Councilmember Hamilton made a motion to recommend the approval of the new Series 13 In-State Farm Winery Liquor License for Mogollon Vineyards, LLC, seconded by Councilmember Wendt. The motion passed unanimously.

## 9. Unfinished Business

Discussion and Possible Legal Action on any issue which was not concluded, was postponed, or was tabled during a prior meeting.

### 10. Update of Councilmember Timmons’ citizen committee’s progress regarding Amending the Town of Dewey-Humboldt, Arizona Code of Ordinances, Title IX General Regulations, by adding New Chapter 100 Animals Other than Dogs related to the control and regulation of domestic animals other than dogs, maintenance standards for domestic animals other than dogs, and enforcement and discussion and possible direction to Staff regarding a proposed ordinance related to animals other than dogs.

Councilmember Timmons said that back in December she turned in a simple form that people who care about animals want to have something, but not something overreaching. It was rearranged and modified to include some things, but has gone back to legal jargon that ordinary people can’t understand. She wants it to go back to the Attorney to have written in layman terms. She does not understand why it needs to be such a large code. We wanted to have a Livestock Officer, as people are concerned that the Enforcement Officer in Town does not know animals as a Livestock Officer does.

There was extensive Council discussion regarding Livestock Officers, Code Enforcer and Animal Control, and animal noises. Town Manager Wilson contacted the Livestock Board and

learned Livestock Officers and Peace Officers are stretched already and rarely are able to handle community issues. TM Wilson explained the mediation system and noted that the three resident complaint system that was proposed in CM Timmons' version puts enforcement efforts in the wrong hands. He was unable to find another community that uses that technique.

CM Timmons clarified that her proposed complaint method required that the complainant submit the complaint and then the Livestock Officer would canvass the three neighbors and this method is being used by Yavapai County.

Councilmember Hamilton spoke in support of the arbitration system getting the Town out of the enforcement process other than receiving in the complaint and then turning it over to the judicial system.

There was further discussion about the arbitration system, complainants being identified, the need for simpler language and previous issues with animal noise and maintenance.

TM Wilson said that the Code Enforcer could be neutralized to take the complaint. It would then go to Court, notice the party and respond by mediation or court process and possibly referred to the Prosecutor. This could be an adjustment to the proposal.

Judge Kelley was asked to come forward to speak on this issue. She commented that it was an excellent ordinance. The role of the Code Enforcement Officer sounds like a procedural matter. You have to have a procedural step. Mediation is a great idea as people rarely fail to work things out. She saw no issues with the way the proposed ordinance is written.

Mayor Nolan and Vice Mayor Hughes did speak of issues in regard to animal noise in the community.

#### Public Comment

Judy Morgan - Spoke of having concerns after looking over the proposed ordinance as she has issues regarding a neighbor's animals and maintenance methods which causes excessive fly issues. It is hard to get neighbors to make a complaint due to neighbor bullying. She felt that there needed to be wording that allows the Judge to order restitution for costs that people incur to mediate problems. She supported the need for a code and thought it would have been helpful to have the old code to compare to the proposed ordinance. She felt the proposal was too general, it needed more teeth. Neighbors have rights too.

Ron Young – Spoke of the Town logo – “Arizona’s Country Town” and what is in the country – farm animals. If you don’t like farm animals, don’t move to the Country. Work these issues out with your neighbors.

Lynn Collins spoke of participating in Councilmember Timmons' citizen group and that Council had received her proposed ordinance. She spoke of maintenance standards and that there was not enough definition in the Town Attorney's version. She is not pleased with the arbitration proposal and believes the three household complaint process is used even in New York City. She feels this proposed version would be used as a weapon and would file a referendum, if it were adopted. She stressed that this needs more definition and that there has not been an animal nuisance ordinance for some time and doesn't see the need for one. She noted that the General Plan says the Town is rural. She has read Chino Valley's code and can understand it. She referred to this version as legalese and that it is lacking definitions. She reminded Council that they received a copy of CM Timmons' version that had definitions. Ms. Collins spoke further on maintenance standards. She recommended getting rid of animal limits and the need for codes that everyone can read.

There was further Council discussion regarding the proposed ordinance and the possible

Town Council Regular Meeting Minutes, March 20, 2018  
arbitration/mediation process. Town Manager Wilson asked Council to allow Staff to combine the ideas shared by Council and rely on the Court's assistance to make revisions to bring back to Council.

#### Public Comment

Lynn Collins – Spoke of a neighbor problem with a crowing rooster and how it was resolved.

Maria Papademetri – Spoke of being a 22-year D-H resident and having outdoor lights at night for safety. She moved here because it was rural. If people don't want to be around animals, then move to a subdivision. She addressed her neighbor's code enforcement issue and that she should not have to get three signatures from neighbors to make a complaint. She spoke again of appreciating her rural surroundings.

Stan Gorodenski – spoke of feeling safe in the area and not needing outdoor lights.

Mayor Nolan advised that Staff would bring back revisions from the Town Manager's list comprised during this meeting.

Mayor Nolan closed the Unfinished Business portion of the meeting and called a five-minute recess at 8:14 p.m.

### 11. New Business

Discussion and Possible Legal Action on matters not previously presented to the Council.

Mayor Nolan reconvened the meeting at 8:19 p.m.

#### A. Request Council to consider a \$1600.00 contribution to the PAWUIC group for the work they do in acquiring our grants. (Councilmember Wendt CAARF)

Councilmember Wendt advised Council that PAWUIC functions on donations and would like Council to approve the \$1,600.00 donation as they help with the grant process.

Councilmember Hamilton recommended this come back during the budget process under the normal procedures.

Councilmember Wendt reminded Council that this was already in the current budget and just needed to be distributed.

Mayor Nolan reiterated that this would be covered during the new budget process.

Town Manager Wilson gave a summary of the expected 2018/19 budget process.

Councilmember Wendt clarified that this was part of the budget during the last year process. This would just be a distribution of approved monies.

Mayor Nolan stated that, if it was already approved, it didn't need to be approved again.

TM Wilson said he would check into this and disburse the funds.

#### B. Council Discussion on how Council and Staff deal with developer inquiries. (As directed by Council on 2/20/18)

Town Manager Wilson gave an overview of a new Staff process wherein when a significant contact is made with a staff member be it a person representing a project, idea or development, that would generate a referral of that contact to the Council and the Mayor and enter it into a log. TM Wilson gave the example of a recent contact by a school that trains helicopter pilots. They have not made a formal application with money but have had numerous discussion with us over the last two to three weeks. We have identified that to you by email and entered it into the log and we will do that with similar projects. This won't be the process for things such as replacing an old trailer with a manufactured home, this would not be irregular. However, if it were a duplex, that would require notification. Same with commercial developments or a significant residential project, Council would be

advised. Town Manager Wilson recommended to Council that as equally elected officials to exercise their own judgment and consider if they feel a certain type of issue should have been shared with them, that they do the same in that type of circumstance for their colleagues. Town Manger Wilson could be the contact point and help distribute the information.

There was Council consensus that this was a good approach to this situation and that the best process is that Town Council know this type of information before the general public.

There was further Council discussion regarding these types of contacts. There was Council consensus that if a Council Member is contacted, they will contact the Town Manager and he will relate information to their colleagues.

Councilmember Timmons inquired what this agenda item was in regard to. Town Manager Wilson explained that there was concern that Staff did not appropriately notice Council regarding the Giant Gas Station development. There was controversy surrounding the notice involving Staff and the former Town Manager, however, this has been resolved moving forward.

Town Attorney Goodwin mentioned that she wanted to emphasize that Open Meeting Law requirements need to be followed and to be careful that, although a Council Member may be notified, Council Members cannot talk to a majority of the Council on matters.

**C. Return to Council for further discussion and possible action the procedures to adopt and abatement ordinance into Town Code.** (Councilmember Wendt CAARF)

Councilmember Wendt reminded Council that January 2017, the previous Council had been in discussion regarding an abatement ordinance, which was brought to the new Council for review. CM Wendt asked for it to be set aside at that time and Council agreed. She now feels that after being out and viewing certain instances out there, properties that need abatement, have gone through the court system, have judgments against them and the residents don't do a thing. What is in code does not provide a way to close this out. There are health, safety and fire issues that need attention. She would like to bring the ordinance back in, improve upon it and get the closure needed to get these violators taken care of.

There was further Council discussion in favor of an abatement ordinance.

Town Attorney Goodwin explained that there is detail and process to support due process to the people that own the property.

Town Manager Wilson offered that Staff will work with the Town Attorney and get a draft out to Council and get this back into the process. It will have a lot of process detail due to significant legal exercise of authority in order to comply with the law. This is normally budget out of Community Development under special engineering services. An adjustment could be made to the budget when the process is in place.

Public Comment - Lynn Collins spoke in favor of something about fire fuels abatement. She noted the town has three codes that would take care of the issues that were mentioned in this discussion and recommended using those provisions already in the code book, which would be less oppositional.

**D. Executive Session**

**Vote to recess to Executive Session**

Councilmember Treadway made a motion to recess to Executive Session, seconded by Councilmember Hamilton. The motion passed unanimously.

Mayor Nolan called a five-minute recess at 8:49 p.m.

Council entered Executive Session at 8:55 p.m.

1. **Pursuant to A.R.S. §38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's positions regarding:**
  - a. **2018/19 Sheriff Contract for Police Services**
  - b. **2018/19 Library District Contract for Library Services**
2. **Pursuant to A.R.S. §38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding procedures for General Plan adoption or readoption and possible related amendments to the Town Code.**

Councilmember Hamilton made a motion to adjourn the Executive Session, seconded by Vice Mayor Hughes. The motion passed unanimously.

Mayor Nolan adjourned the Executive Session at 9:45 p.m.

**E. Discussion and possible direction to staff regarding procedures for General Plan adoption or readoption of the General Plan and possible related amendments to the Town Code.**

Mayor Nolan reconvened the Regular Meeting at 9:46 p.m. and called for the adjournment of meeting. Councilmember Hamilton noted that they needed to give direction pursuant to the Executive Session in the regular meeting.

Councilmember Hamilton asked Staff to return to Council with a plan on how they want to comply with the General Plan.

Town Manager Wilson noted that the citizen participation provisions were done by resolution. They should not have been codified; you do not codify a resolution. They (resolutions) need to all come out. We create a plan, adopt that by resolution, it will not be in the code; it will be the plan to handle this generation of plan amendment. We will bring something that takes out all the past resolution items of 2009 and we will substitute it with a resolution only, not in the code, for the new General Plan.

Town Attorney Goodwin noted that it appeared there was consensus to move forward with the readoption as opposed to a new General Plan. Mayor Nolan confirmed this.

Town Manager Wilson advised that he would get this on the agenda for putting together the timelines that Council is interested in for a starting point.

**12. Public Hearing Agenda**

This item was addressed earlier in the meeting after Agenda Item 8.

**13. Adjourn**

Mayor Nolan adjourned the meeting at 9:50 p.m.

---

Terry Nolan, Mayor

ATTEST:

---

Julie Gibson, Town Clerk

[Page intentionally left blank]

**RESOLUTION NO. 18-130**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA, REPEALING RESOLUTION NO. 08-61 RELATED TO THE PUBLIC PARTICIPATION PLAN FOR ADOPTION OF A GENERAL PLAN; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, on November 18, 2008, the Mayor and Town Council of the Town of Dewey-Humboldt (“Town”) adopted Resolution No. 08-61 adopting a Citizens Participation Plan for the adoption of its initial general plan; and

**WHEREAS**, the Town Council intends to adopt a revised and updated Citizens Participation Plan to govern the preparation and adoption of a new general plan as required by A.R.S. Section 9-461.06.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona that Resolution No. 08-61 is hereby repealed and of no further effect.

**BE IT FURTHER RESOLVED** that the Town Manager and Town Attorney are directed to prepare and present to the Town Council a revised and updated Citizens Participation Plan to govern the preparation and adoption of a new general plan.

**BE IT FURTHER RESOLVED** that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

**BE IT FURTHER RESOLVED** that if any section, subsection, sentence, clause, phrase, or portion of this Resolution or any part of this Resolution, is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona this 17th day of April, 2018.

---

Terry Nolan, Mayor

ATTEST:

APPROVED AS TO FORM:

---

Julie Gibson, Town Clerk

---

Gust Rosenfeld, PLC, Town Attorney  
By: Susan Goodwin



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

---

**TOWN COUNCIL WORK SESSION**

**April 17, 2018 – 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item - #9. A. Special Projects Discussion for FY 2018/19 Budget**

**To: Mayor and Town Council Members**  
**From: Tom Wilson**  
**Date submitted: April 12, 2018**

**Summary:**

At the April 3, 2018, Council Meeting, the Council received a preview of the FY 2018/19 Town Budget and was asked to begin to consider special initiatives or areas of focus for potential inclusion in the FY 2018/19 Budget. Staff has received inquiry/proposals for:

- **Friends of the Library**  
Request that the Council consider funding a part-time position for 16 hours per week to assist Library programs
- **Dewey-Humboldt Community Center**  
Funding a part-time Program Coordinator for the Center – to renew programs/activities
- **Dewey-Humboldt Community Center**  
Renew a “meals” program – possibly establish a relationship with “Meals on Wheels”
- **Dewey-Humboldt Open Space and Trails Committee**  
Consider funding the construction of a hiking/biking path at south end of Foothill Drive to Lazy River Drive
- **Agua Fria Festival**  
Consideration of an additional contribution above the past \$2,500 sponsorship to provide additional events/activities
- **Councilmember Wendt’s Proposal**  
Proposal for funding of intersection improvements at Merrill and Cranberry Roads

- **Dewey-Humboldt Historical Society**

Consideration of funding to assist in the development of displays at Mortimer Farms

Please see attached letters/emails supporting some of the proposals. Staff expects that the FY 2018/19 Town Budget would have the capacity to support all of the proposals without any negative impacts and would request Council direction as appropriate.

FRIENDS OF THE LIBRARY  
DEWEY-HUMBOLDT TOWN LIBRARY

2735 Corral Street, P.O. Box 217, Humboldt, Arizona 86329

Mayor and Town Council  
Town of Dewey-Humboldt

Dear Mayor and Council,

I come to you asking for a solution to a staffing problem at the Dewey-Humboldt Town Library. If we are going to continue to provide the programs and services our patrons have come to rely on, we need additional staff of a permanent, part-time Librarian Assistant for 16 hours per week to permit normal Library functions.

Background:

The Town Library is in a building supplied and maintained by the Town. The Library District is currently providing one Librarian under an IGA agreement that calls for adequate staffing. The library is in a two-story building with the upper floor serving as the main library with the entrance on Corral St. The bottom floor contains the Community Activity room and Librarian's office and opens onto Prescott St. The Library is open for 30 hours a week on five days. Computer classes are held in the Community Activity Room and have historically been taught by the Librarian. In addition, the Friends of the Library sponsored programs are held in the Community Room. The problem is obvious. The Librarian cannot be in two places - upstairs servicing the public and downstairs directing classes and events at the same time. The mission of the Friends is to provide supplies and programs that the County cannot, but they are not there to conduct basic Library functions. When the Librarian is downstairs in her office, she cannot serve patrons upstairs. The Library cannot truly function as it needs to without more professional staff hours.

We - the FOL, volunteers and the Library staff - have been successful for the past 11 years so what has changed that makes staffing "suddenly" a problem? For five years, ending last fall, a volunteer who was on disability and unable to accept a salary, served as a volunteer librarian assistant for 16 hours per week - without pay. Her commitment to the Library came to an end in January as her condition deteriorated. Her absence means the librarian must be upstairs 100% of the time and is therefore unable to plan and teach computer classes, supervise new activities and programs, conduct student tours for students of Humboldt Elementary, and of major importance, conduct the Summer Reading Program, record student participation, etc.

On April 4, 2018 the Yavapai County Library District presented to The Board of Supervisors, their Strategic Plan for the next three years. They showed that a majority of library users wanted four things. They are:

1. Offer programs for children and adults on how to use digital equipment.
2. Have comfortable spaces for reading and relaxing.
3. Buy 3-D printers and other digital tools and teach people how to use them.
4. Move some book stacks out to free up space for meeting rooms and cultural events.

The Dewey-Humboldt Library is well on its way toward meeting these needs. For example in 2017:

- ✓ The library held 11 classes on how to use computers and cell phones during 6 mos. of 2017.
- ✓ The Friends brought in three outside programs at a cost of \$750.

- ✓ The Friends furnished the Community Activity room with two upholstered chairs and two large bean-bag chairs creating a casual reading area for children and adults
- ✓ The Community Activity room is carpeted and has a 40 person capacity for events and programs,
- ✓ The Friends purchased moveable partitions for room separation and the room can now host two events simultaneously.

The District's Strategic Plan showed Yavapai County population growth would largely be in the over 55 age group indicating that more programs for seniors will be needed. The D-H Friends is already investigating the great array of senior programs offered by YRMC and will be scheduling at least 3 programs this budget year.

The District Plan showed **Strength** in community support, **Weaknesses** in advertising, **Opportunities** for volunteers, and **Threats** of lack of publicity. The Friends of the Dewey-Humboldt Library are actively involved in all these areas:

1. Community support: About 1200 citizens attended and participated in our library last year, not counting special program attendees.
2. Weaknesses in advertising: The library monthly list of programs is a full page section in each issue of the monthly Town Newsletter which is mailed to every household in town. In addition The Friends posts each month's program on bulletin boards throughout Dewey-Humboldt and beyond, and utilizes the Town's e-mail system which splashes reminders to the citizens twice each month.
3. Opportunities for volunteers: The Friends has a subscribing membership of 50 library supporters.
4. Lack of publicity: The Friends write a "constant" calendar of events and while unable to control which events make it into the newspaper, items are frequently listed in the Courier and Tribune newspapers. The President has established relationships with the newspaper's staff.

The District conducted a Patron Survey that showed the top threats to overcome were insecure financial support, fear of library closing and lack of space. The friends of the Dewey-Humboldt Library have addressed some of these concerns.

1. The Friends raises money through its book sales to furnish supplies and equipment the District cannot. The Friends has supported the Library Summer Reading Program to the tune of up to \$1,000 for individual prizes to our best readers.
2. The Friends wrote and received a grant of \$3000 for an outside shed to store book sale inventory and book sale stacks so library space was not diminished.
3. Over the years when our Library needed additional furniture, equipment and supplies, the FOL purchased what was needed and did not request the County for assistance. (see attachment)
4. The Town of Dewey-Humboldt Library is adjacent to a moderately active Senior Center and a relationship with this facility will be explored for special programming.

The Friends of the Dewey-Humboldt Library is a 501c3 organization since 2007, created for the purpose of assisting the library in carrying out its mission. We are a committed, volunteer strong, organization and when properly staffed will continue to be one. We have since 2007 proven our success and support but now acknowledge that we cannot continue to be this successful if we do not receive the Town's commitment to provide us with a part time librarian assistant. Our programs cannot continue without help. Our current numbers will continue to decline without help.

Thank you for your interest in and consideration of our request.

Sandra Goodwin, President  
 Friends of the D-H Library  
 928 899 4399

Attachment

The Friends of the Dewey-Humboldt Library and the Library have made significant contributions to our community. These purchases were made possible by the Friends writing grants and raising contributions from members and community businesses.

This is a list of things the Friends of the Dewey-Humboldt Library has provided.

Street Event Marquee

Signs for the Marquee, \$100-200 per year

New refrigerator

Coffee pots for special events

Window tinting and blinds in Library and Activity Room

Two adult upholstered chairs and two children's bean bag chairs

Six booksale,/bookshelf units in the Community Activity room

Carpet cleaning in Community Activity room as needed

Snacks, drinks, pizza, cakes, and various for events.

Large screen Television and VCR for children's movies

Annual prizes for summer reading program. Average \$1,000/yr.

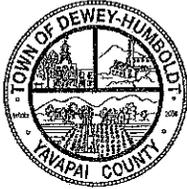
Wii games and equipment

Movie projection equipment

Bottled water contract for library

Daily newspaper subscription

Outside storage shed for sale materials



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

---

## MEMORANDUM

DATE: January 16, 2018

TO: Tom Wilson, Town Manager

FROM: Sandra Goodwin, Chair  
Open Space and Trails Committee (OSAT)

SUBJECT: Project for consideration in 2018-19 Town Budget

This is an OSAT request for \$15,000 to be included in the 2018-2019 proposed budget to construct a hiking/biking path on an undeveloped parcel of Town Right-of-Way. The parcel is at the south end of Foothill Drive extending to Lazy River Drive.

One of the Committee's charges from the Council is to locate excess Rights-of-Way that could be used as trails and would add convenience and enjoyment to our citizens. The Butte Street Park is an example of such a completed project.

The Foothill extension is presently a "social trail" developed by frequent ATV travel. It would require minor grading, a culvert in the wash and a bench or two for users. Walkers can often be seen using this path as a nature path or shortcut. Ed Hanks visited the site in 2017 and should be consulted on the estimated cost of the work.

The OSAT Committee has visited the site and all members agree this project would be in keeping with our charge and purpose and would be welcomed by the nearby community of users.

The Committee also looked at an unused Right-of-Way at the South end of Sierra Way, extending to Green Valley Way that has been used as an occasional equestrian trail. While the Committee agreed this was a desirable location for a hiking path, this particular Right-of-Way would likely not be a cost effective project because the wash crossing at this point is very severely eroded.

Please contact me if you want additional information.

# Earl Goodwin

14525 Eagle Dr. • Dewey, AZ, 86327 • 928-632-8490  
E-Mail: esgoodwin@commspeed.net

February 28, 2018

Dewey-Humboldt Town Council

Dear Council Members

Sandra and I write to say that we support the Historical Society's request for your sponsorship of the Agua Fria festival held each Fall.

Their request for \$2,500 is not the total cost of this event but will definitely permit it to add elements that make it an event that the citizens enjoy.

Total Council participation on festival day would most certainly add to the feeling of small town togetherness. We encourage the council members to participate on festival day and ride together on a Town float in the parade.

Sincerely,



Earl Goodwin



Sandra Goodwin

**From:** David Nystrom

**Sent:** Tuesday, March 6, 2018 8:11 PM

**To:** Mayor Nolan; CM Hughes; CM Hamilton; CM Wendt; CM Treadway; CM McBrady

**Cc:** CM Timmons

**Subject:** Follow-Up Question Reply for Agua Fria Festival Presentation

To: Mayor Nolan, Town of Dewey-Humboldt  
Vice-Mayor Hughes, Town of Dewey-Humboldt  
Councilmember Hamilton  
Councilmember Wendt  
Councilmember Treadway  
Councilmember McBrady (via mail)

cc: Councilmember Timmons

Bcc: DHHS Officers & Board Members

I appreciate your support and positive comments at today's (Tuesday, 6th March) Town Council Study Session. I sincerely hope you found the presentation helpful as you make the difficult decisions about managing the Town Budget for FY 2018 / 2019.

I'd like to expand on Councilmember Treadway's question in regard to "Is the requested \$2,500 for Town sponsorship enough?" We believe \$2,500 would be a wonderful level of sponsorship for the Town. And, yes, even with the Town's support the Historical Society will need to also need to invest a significant amount of our own funds to hold the festival. Should the Town wish to increase the amount for the sponsorship, the increased funds would most likely go toward increased publicity to bring people to the festival (and our community) for the day. Increased funding by the Town would not off-set or decrease the Historical Society's financial commitment.

With regard to Councilmember Hamilton's question about funding for the Museum, I'd like to provide an answer outside of the constraints of the meeting agenda and open meeting law restrictions. The Dewey-Humboldt Historical Society in the past has asked for the Town's financial support only when we believed the community would get something in return. Without a physical museum for members of the community to visit, we are not requesting funding in that regard since there is no apparent direct benefit back to the Town.

However, in addition the Town's sponsorship of Agua Fria Festival, should the Town wish to make a financial contribution to the Historical Society's mission and outreach programs, or to help secure and store exhibits / artifacts, perhaps even build-up the "Outdoor Mining Exhibits" located at the corner of Main and 2nd Streets; we of course would graciously accept a donation and put it to good work with a matching volunteer effort.

On behalf of the DHHS Officers & Board Members, thank you for your kind attention today, also your support and willingness to strengthen our community by working together.

Respectfully Submitted,

*David D Nystrom*  
DHHS, President & Board Chair

6th March 2018

## Tom Wilson

---

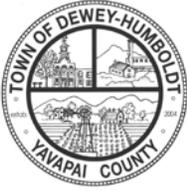
**From:** CM Wendt  
**Sent:** Monday, February 26, 2018 2:47 PM  
**To:** Tom Wilson  
**Subject:** Budget request

Dear T/M Wilson,

I'm writing for consideration of a budget approval in the amount of \$5,000.00 for a road improvement to the intersection of Merrill and Cranberry Road in the Upper Blue Hills area. This would assist in drainage improvements once CAFMA begins their project of developing their properties for the emergency water storage tanks.

Thank you for your consideration,  
CM Wendt

[Page intentionally left blank]



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

---

**TOWN COUNCIL REGULAR MEETING**  
**April 17, 2017 – 6:30 pm Town Council Meeting Chambers**

**Agenda Item #10. A. Public Works 2018 Chip Seal Overlay Contract Award**

**To: Mayor and Town Council Members**  
**From: Ed Hanks, Public Works Director**  
**Date submitted: April 10, 2018**

**Recommendation:**

To award Spring 2018 Chip Seal Overlay Project to Earth Resources Corporation

**Summary:**

The 2018 Spring Chip Overlay Project was advertised. We received bids from three responsible bidders. Earth Resource Corporation for a Total Sum of \$179,986.00, Asphalt paving and Supply for a Total Sum of \$188,688.88 and Cactus Asphalt for a Total Sum of \$233,729.36. After reviewing the bids Local contractor Earth Resource Cooperation appears to be the lowest responsible bidder at a total bid of \$179,986.00.

Staff recommends awarding the Spring 2018 Chip Seal Overlay Project Contract to Earth Resources Corporation at a price of \$179,986.00.

Attached is a copy of the bid-tabulation sheet and the contract/bid documents.

## 2018 Spring Chip Seal Bid Tabulation

Item No.	Base Bid		Earth Resources			Asphalt Paving and Supply		Cactus asphalt	
	Description	Quantity	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total
	General conditions								
1	Mobilization	1	LS	\$ 600.82	\$ 600.82	\$ 4,532.48	\$ 4,532.48	\$ 15,000.00	\$ 15,000.00
2	Storm water pollution Prevent	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Traffic Control	1	LS	\$ 14,536.00	\$ 14,356.00	\$ 11,000.00	\$ 11,000.00	\$ 15,000.00	\$ 15,000.00
4	Geotechnical Testing	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Allowance for Extra work Hot Patch Repair Per	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
6	Appendix: A	0	Ton	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Low Volume Single chip seal using CRS-2P over existing Pavement Per Mag Sec.-330 See Appendix:A	93378	SY	\$ 1.53	\$ 142,868.34	\$ 1.60	\$ 149,404.80	\$ 1.80	\$ 168,080.40
8	Fog Coat Per Mag sec.- 330 Appendix: A	93378	SY	\$ 0.18	\$ 16,808.04	\$ 0.20	\$ 18,675.60	\$ 0.32	\$ 29,880.96
9	Double yellow center line stripe Appendix B	13840	LF	\$ 0.17	\$ 2,352.80	\$ 0.15	\$ 2,076.00	\$ 0.20	\$ 2,768.00
10	<b>Total Bid</b>				<b>\$ 179,986.00</b>		<b>\$ 188,688.88</b>		<b>\$ 233,729.36</b>

**Department of Public Works**  
**Bid Documents and Plans**  
**for the**  
**Spring 2018**  
**Chip Seal Overlay Project**

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

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

**Bid Date: April 9, 2018 2:00 PM, AZ local time**



**Town of Dewey-Humboldt**  
**Notice and Invitation for Bids**

Services: Chip Seal

Bid Opening/Deadline for Submittal: April 9, 2018 2:00 p.m.

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

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

Contract Documents available at: Town of Dewey-Humboldt, Office of the Town Clerk, 2735 S Highway 69, Humboldt Station, Humboldt, AZ. 86329

**Date and Location for Submittal of Sealed Bids:** Sealed bids will be received by mail at Town of Dewey-Humboldt, Town Clerk’s Office, P.O. Box 69, Humboldt, AZ 86329, or delivered to Town of Dewey-Humboldt, Office of the Town Clerk, 2735 S Highway 69, Humboldt Station, Humboldt, AZ no later than 2:00 p. m. on April 9, 2018 for the above services. Bids must be submitted in a sealed envelope clearly marked on the outside “2018 Chip Seal Overlay”. Any bid received after the time specified will be returned unopened. It is the bidder’s responsibility to assure bids are received at the above location on or before the specified time. Bids will be opened at 2:00 p. m., and the names of proposers publicly read aloud immediately after the time for receiving bids.

**Pre-Bid Conference:** A mandatory pre-bid conference will be held on Monday March 26, 2018 at 2:00 p.m. at the Dewey-Humboldt Town Hall, 2735 S Highway 69, Suite 12 Humboldt Station, Humboldt, AZ 86329.

**Work Summary:** Dewey-Humboldt seeks chip seal overlay services. The services are required to be completed no later than the end of business on June 30, 2018. The services are generally described as follows: Chip seal overlay, approximately 93378 square yards of low volume Single Chip Seal on Town roadways and approximately 13840 linear feet of double yellow striping.

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

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

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

DATED: \_\_\_\_\_

TOWN OF DEWEY-HUMBOLDT, ARIZONA

Publications Date(s)

\_\_\_\_\_  
Julie Gibson, Town Clerk

\_\_\_\_\_  
\_\_\_\_\_

**IMPORTANT  
BIDDER'S CHECK LIST**

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

INVITATION FOR BID DOCUMENTS FOR:  
2018 CHIP SEAL OVERLAY  
FOR THE TOWN OF DEWEY-HUMBOLDT, ARIZONA

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

**REQUIREMENTS FOR BIDDERS.**

1.1 Bid Opening Date and Location: Bids will be received in the office of the Town Clerk, Dewey-Humboldt Town Hall, 2735 S. Highway 69, Unit 12, Humboldt, Arizona 86329 until 2:00 p.m., on Monday April 9, 2018 at which time the names of the bidders will be opened and publicly read. Late bids will not be considered.

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

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

1.4 Bid Form: Bids must be submitted only on the bid form. All bids must be submitted in a sealed envelope clearly marked "2018 Chip Seal Overlay."

1.5 Pre-Bid Conference: A **Mandatory Pre-Bid Conference** will be held at 2:00 p.m. on Monday March 26, 2018, at the Dewey-Humboldt Town Hall, Suite 12 Humboldt Station, Humboldt, Arizona. The Scope of Work will be reviewed, discussed and opened for questions. **Potential bidders are required to attend.** Potential bidders will be able to ask for interpretations and clarifications of this IFB at that time. Dewey-Humboldt will not be responsible to convey any clarifications to potential bidders who are not in attendance.

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

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

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

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

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

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

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

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

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

1.15 General Evaluation Standards:

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

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

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

1.16 Bid Preparation:

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

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

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

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

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

Brief Description of the Bidder's Firm

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

Subcontractors:

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

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

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

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

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

## 1.17 Inquiries

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

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

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

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

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

## II. GENERAL CONDITIONS

2.1 Contract Term; Renewal. The Contract shall commence upon issuance of a Notice to Proceed by Dewey-Humboldt. All services shall be completed by June 30, 2018.

## 2.2 Bonds:

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

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

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

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

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

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

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

### III. SPECIFIC SCOPE OF WORK

The services are generally described as follows: Placing approximately 93378 square yards of low volume Single Chip Seal on Town roadways and applying approximately 13840 linear feet of double yellow striping.

The areas to be chip sealed and striped are shown generally on Map Appendix A and B.

### IV. BIDDER'S BID

4.1 Bidder's Bid: For the bid opening April 9, 2018 for Chip Seal Overlay services.

4.2 Covenant Clause: It is expressly agreed by Bidder that these covenants are irrevocable and perpetual.

4.3 Conditions Accepted: The undersigned Bidder declares that before preparing this bid, he or she has read the Bid Documents carefully, and that this bid is made with full knowledge of the



**BID SCHEDULE  
Base Bid**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Amount</b>
	<b>General Conditions</b>				
<b>1</b>	<b>Mobilization</b>	1	LS		
<b>2</b>	<b>Allowance for storm water Pollution Prevention</b>	1	LS	0	0
<b>3</b>	<b>Traffic Control</b>	1	LS		
<b>4</b>	<b>Materials Testing</b>	1	LS	0	0
<b>5</b>	<b>Allowance for extra work</b>	1	LS	\$3000.00	\$3000.00
<b>6</b>	<b>Low Volume Single Chipseal using CRS-2P over existing Pavement Per Mag Sec.-330 See Map Appendix A</b>	93378	SY		
<b>7</b>	<b>Fog Coat Per Mag sec.- 330 See Map Appendix A</b>	93378	SY		
<b>8</b>	<b>Double yellow center line stripe Map Appendix B</b>	13840	LF		
<b>9</b>					
<b>10</b>					
<b>11</b>	<b>Totals Bid</b>				
<b>12</b>					

Total Bid \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

Bidder's License Type and Number: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Type or Print Name: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_ /fax: \_\_\_\_\_

Project: Spring 2018 Chip overlay

BID SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal is herewith submitting its bid proposal for Dewey Humboldt –Spring 2018 Chipseal overlay.

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Principal  
\_\_\_\_\_  
Title

Witness:

---

---

Surety

---

Title

Witness:

---

Address of Surety:

---

---

\* Attach Power of Attorney





## **PROJECT SPECIFICATIONS**

### **General Information:**

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

### **Special Requirements:**

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

**Permits:** A Town Right of Way permit will not be required.

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

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

**Form of Bid:** All bids must be submitted on the Bid Proposal form attached hereto, and must be **sealed**, marked “**Spring 2018 Chip Seal overlay**”, and received at the Office of the Town Clerk prior to the stated bid time. The Town reserves the right to accept or reject any and all bids.

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

## **PROJECT SPECIFICATIONS**

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

### **SECTION 104: SCOPE OF WORK:**

#### **104.1.4. CLEAN-UP AND DUST CONTROL:**

Particular care is to be given to dust control.

SECTION 106: CONTROL OF MATERIALS:

106.2 SAMPLES AND TESTS OF MATERIALS:

As written.

SECTION 301: SUBGRADE PREPARATION

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

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

SECTION 330: ASPHALT CHIP SEAL

330.3 TIME OF APPLICATION AND WEATHER CONDITIONS:

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

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

330.4.1 PREPARATION OF SURFACES:

All roads will be swept clear of debris in accordance of M.A.G. section 330.4.1. All adjoining paved and concrete driveways shall be swept clean of excess rock and debris at time of completion of the project.

330.4.2 APPLICATION OF BITUMINOUS MATERIAL:

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

High Volume Single Chip Seal (1/2" chip): CRS-2P	0.50 to 0.60 Gal/SY
Low Volume Single Chip Seal (3/8" Chip): CRS-2P	0.35 to 0.45 Gal/SY

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

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

All other relevant portion of section 330.4.2 shall apply.

**330.4.3 APPLICATION OF COVER MATERIAL:**

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

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

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

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

All other portions of Section 330.4.3 shall apply.

**330.4.4 ROLLING:**

Placement and rolling shall be in accordance with MAG Specifications.

**330.4.6 SURPLUS AGGREGATE REMOVAL:**

As Written.

**330.4.7 Distributing Equipment:**

As written.

**330.5 TRAFFIC:**

**As written.**

**330.7 PAYMENT**

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

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

**SECTION 333: FOG SEAL COATS**

### 333.6 Application of Asphalt Emulsion

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

All other portions of Section 333 are as written.

## SECTION 401: TRAFFIC CONTROL

### 401.2 TRAFFIC CONTROL DEVICES:

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

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

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

### 401.3 FLAGMEN OR PILOT CARS:

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

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

### 401.4 TRAFFIC CONTROL MEASURES:

As written.

### 401.5 GENERAL TRAFFIC REGULATIONS:

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

### 401.7 PAYMENT:

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

**AGREEMENT FOR SERVICES  
CONTRACT**

THIS AGREEMENT is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Town of DEWEY-HUMBOLDT, Arizona, a municipal corporation, hereinafter referred to as “Town” and \_\_\_\_\_, hereinafter referred to as “Contractor.”

FOR THE PURPOSE of providing Chip Seal services for the Town of Dewey-Humboldt, Town and Contractor do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

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

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

1.3 Responsibility of the Contractor.

1.3.1 Contractor hereby agrees that the documents and reports prepared by Contractor will fulfill the purposes of the Contract, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by Contractor shall be prepared in accordance with professional Consulting standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

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

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

1.3.4 Contractor shall designate \_\_\_\_\_ as Contractor Representative and all communications shall be directed to him. Prior to changing such designation Contractor shall first notify Town in writing.

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

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

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

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

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

#### 1.4 Responsibility of Town.

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

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

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

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

## 2. COMPENSATION AND METHOD OF PAYMENT

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

2.2 Method of Payment. Method of payment shall be set forth in Exhibit C. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly

indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

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

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

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

### 3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. Town may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit D. If such changes cause an increase or decrease in the Contractor's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Contractor will be allowed by Town except as provided herein nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing.

### 4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

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

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

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Town, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Contractor's insurance shall be primary insurance as respects performance of subject contract and in the protection of Town as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Gilbert, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Town, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

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

Certificate(s) shall identify the Agreement and be sent to Town Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

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

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

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

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

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

#### 4.11 Required Coverage:

4.11.1 Commercial General Liability: Contractor shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claims and \$2,000,000 all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3 Vehicle Liability: Contractor shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’s Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code “1” any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

4.11.4 Workers’ Compensation Insurance: Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor’s employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

## 5. INDEMNIFICATION

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

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

## 6. TERMINATION OF THIS AGREEMENT

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

6.2 Payment to Contractor upon Termination. If the Agreement is terminated, Town shall pay the Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

## 7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. The Contractor agrees that duly authorized representatives of Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement.

7.3 Ownership of Document and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of Town unless otherwise agreed to by both parties. Town may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this

Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not Town's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. Contractor agrees that it is a separate and independent enterprise from Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and Town, and Town will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: The Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.]

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Equal Treatment of Workers. Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA").

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

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

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

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

TOWN:

CONTRACTOR:

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

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

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

7.13 Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

## 8. SUSPENSION OF WORK

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

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

## 9. INTERESTS AND BENEFITS

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

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

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

10. ASSIGNABILITY

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

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

TOWN OF DEWEY-HUMBOLDT

By: \_\_\_\_\_  
Terry Nolan, Mayor

ATTEST:

By: \_\_\_\_\_  
Julie Gibson, Town Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Susan D. Goodwin, Town Attorney

CONTRACTOR

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A  
SCOPE OF WORK**

The services are as set forth in the invitation for Bid and Contractors bid. The roads to be chip sealed are shown generally on Appendix: A. the roads to be striped are shown on Appendix B attached hereto.







**EXHIBIT C  
PAYMENT SCHEDULE**

A. Compensation

1. The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Attached hereto as Exhibit C-1 is the Contractor's hours and fee estimate for the Project. Contractor's fee shall not exceed the amounts of the Bid Schedule:

**Description**

**Amount**

B. Method of Payment

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



STATE SOLE PROPRIETOR'S WAIVER (ATTACH)

Agreement including this Change Order will be \_\_\_\_\_

The Contract Time will increase by \_\_\_\_\_

ACCEPTANCE STATUS:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Town of Dewey-Humboldt

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written contract with Obligee dated the \_\_\_\_ day of \_\_\_\_\_, 2018, to construct **Spring 2018 Chipseal Overlay**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

Witness our hands this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SEAL

By \_\_\_\_\_

\_\_\_\_\_  
SURETY SEAL

By \_\_\_\_\_

Address of Surety:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
AGENT OF RECORD

\_\_\_\_\_  
AGENT ADDRESS

\* attach Power of Attorney

LABOR AND MATERIALS BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written Contract with Oblige dated the \_\_\_\_ day of \_\_\_\_\_, 2018, to construct **Spring 2018 Chipseal Overlay**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

Witness our hands this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SEAL

By \_\_\_\_\_

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
SEAL

By \_\_\_\_\_

Address of Surety:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
AGENT OF RECORD

\_\_\_\_\_  
AGENT ADDRESS

\* Attach Power of Attorney

**TOWN OF DEWEY-HUMBOLDT, ARIZONA**

**CERTIFICATE OF INSURANCE**

The

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

Name of Insured

\_\_\_\_\_ Address of Insured

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

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

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

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

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

---

(7) Umbrella Coverage

---

Policy Includes Coverage For:

- A. 1. Damage caused by blasting
  - 2. Damage caused by collapse or structural injury
  - 3. Damage to underground utilities
  
  - B. Liability assumed in construction agreements and other types of contracts or agreements in effect in connection with insured operations.
  
  - C. All owned, hired or non-owned automotive equipment used in connection with the insured operation.
- 

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

It is further agreed that:

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

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

Date \_\_\_\_\_ Countersigned by \_\_\_\_\_

\_\_\_\_\_  
Signature

[Page intentionally left blank]



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

---

**TOWN COUNCIL WORK SESSION**

**April 17, 2018 – 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item - #10. B. Consideration and possible adoption of Chapter 92 Nuisance Abatement Ordinance**

**To: Mayor and Town Council Members**

**From: Tom Wilson**

**Date submitted: April 12, 2018**

**Summary:**

At its April 3<sup>rd</sup> meeting the Mayor and Council considered Councilmember Wendt's CAARF asking that the governing body again consider the adoption of a Nuisance Abatement ordinance which specifically focused upon conditions which would constitute a threat to the public health and safety.

Town Attorney Goodwin has redrafted and edited provisions of an earlier draft of an ordinance regarding the definition and abatement of nuisances. Attorney Goodwin will be present to address questions or concerns.

**Recommendation:**

The Town Manager recommends that the Mayor and Council adopt a Nuisance Abatement ordinance to provide a much-needed processes and procedures to protect the public health and welfare. A Nuisance Abatement ordinance is needed for those special occasions when a responsible party cannot be identified to privately abate a nuisance or when the responsible party chooses to ignore a final order of the abatement.

## Chapter 92 NUISANCE ABATEMENT

### Sections:

- 92.01 Definitions
- 92.02 Duty to Maintain Premises; Declaration of Public Nuisance.
- 92.03 Authority to Inspect
- 92.04 Interference with Inspection; False Information; Failure to Provide Evidence of Identity.
- 92.05 Emergency Abatement
- 92.06 Abatement in Lieu of or Addition to civil or Criminal Complaint
- 92.07 Abatement Procedures
- 92.08 Appeal of Abatement
- 92.09 Abatement by Town; Cost
- 92.10 Assessment; Notice of Assessment
- 92.11 Appeal of Assessment
- 92.12 Hearing on Appeal of Assessment
- 92.13 Assessment Lien; Recordation; Foreclosure
- 92.14 Annual Installments of Assessment Liens
- 92.15 Subsequent Assessments

### **92.01 Definitions.**

The following words, terms, and phrases, when used in this chapter shall have the meanings set forth below, unless the context clearly indicates a different meaning.

**BLIGHT; OR BLIGHTED OR BLIGHTING:** Any unsightly, deteriorated, dilapidated, ~~withered or decayed condition of a building, structure, fence, landscaping, or property~~ characterized by neglect, lack of maintenance, damage, or similar condition creating a danger to life, health or safety. ~~Examples include, but are not limited to, accumulation of debris, wood, scrap iron or other metal, boxes, paper, vehicle parts, tires, abandoned or inoperable equipment or vehicles; discarded appliances; or any items that may harbor insect or vermin infestation or create a fire hazard; landscaping that is overgrown, dead or damaged; fences that are broken, rotted, damaged or leaning.~~

**BUILDING:** Any real property structure, movable or immovable, permanent or temporary, vacant or occupied, used (or of a type customarily used) for human occupancy or business purposes, or where livestock, produce, or personal or business property is located, stored or used.

**BLIGHTED DILAPIDATED BUILDING, STRUCTURE OR PROPERTY:** Any building, structure or property in ~~a condition of blight such disrepair, or damaged to such an extent, that its strength or stability is substantially compromised rendering it unsafe or likely to burn or collapse, and the condition of which endangers the life, health, safety, or property of the public as determined by the town.~~

**LESSEE:** A person who has the right to possess real property pursuant to a lease, rental agreement, or similar instrument.

**LOT:** A plot or quantity of land, ~~vacant or improved, private or public, as surveyed, platted or apportioned for sale or any other purpose.~~

**OWNER:** A person or legal entity who is shown as owner of real property in the official records of the Yavapai County recorder, and includes a person holding equitable title under a recorded installments sales contract, contract for deed or similar instrument.

**PERSON IN CONTROL:** A person who has responsibility for the care and maintenance of the private property, whether or not the person has possession or the use and enjoyment of said property. "Person in Control" includes, but is not limited to, the owner, occupant, property manager, or designated agent of the owner.

**PREMISES:** Any real property and buildings and structures thereon.

**PUBLIC NUISANCE:** ~~Any blighted building, structure or property and any unsafe building. Dilapidated buildings, blighted conditions and accumulations of rubbish, trash, weeds, or other filth, or debris.~~

**STRUCTURES:** Improvements and other facilities that are constructed or placed on land.

**UNSAFE BUILDING:** A building for which any one of the following conditions is present:

1. Inadequate means of egress facilities;
2. Is a fire hazard or is otherwise dangerous to human life or the public welfare;
3. Is vacant for an extended period of time and is not secured to prevent entry.

## 92.02 Duty to Maintain Premises; Declaration of Public Nuisance.

A. It shall be unlawful and a public nuisance for any person in control to maintain any public nuisance on property located in the town.

~~B. A building shall be considered unsafe if any one of the following conditions is present:~~

- ~~1. Inadequate means of egress facilities;~~
- ~~2. Constitutes a fire hazard or is otherwise dangerous to human life or the public welfare;~~
- ~~3. Is vacant for an extended period of time and is not secured to prevent entry.~~

CB. Any person found in violation of this chapter shall be responsible for a civil offense subject to the penalties and habitual offender provisions set forth in § 10.99 of this Code. Each and every day that the violation continues shall constitute a separate offense.

DC. In addition to and separate from actions for civil or criminal offenses, violations of this chapter may be abated by injunctive or other equitable relief, pursuant to state and common law and the procedures set forth in this chapter. Imposition of a penalty or civil sanction does not prevent abatement or other equitable relief.

**92.03 Authority to Inspect.**

A. Town enforcement agents are hereby authorized to inspect property for violations of this chapter in the normal course of job duties, in response to a citizen complaint that an alleged violation of this chapter may exist; or when the enforcement agent has a reasonable belief that a violation has been or is being committed.

B. In order to determine compliance with this chapter, private property may be entered with the consent of the person in control or as authorized by a court of competent jurisdiction.

C. This section shall not be construed to require regular inspections of private premises by the town, nor shall the town have an obligation to abate any public nuisance, reported or unreported within a specific time period. Neither the town nor any of its officers or officials shall be liable in any manner for injuries or damages which result or are alleged to have resulted from any delay or failure to enforce the provisions of this chapter.

**92.04 Interference with Inspection; False Information; Failure to Provide Evidence of Identity.**

A. Any person who interferes, prevents, or attempts to interfere or prevent an individual employed or contracted for by the town from investigating an alleged violation of this chapter, or from correcting or abating a violation of this chapter is guilty of a class one misdemeanor.

B. Any person who knowingly makes a false or fraudulent statement, or knowingly misrepresents a fact, or misleads an individual employed or contracted for by the town when that individual is investigating, correcting or abating a violation of this chapter is guilty of a class one misdemeanor.

C. Any person who fails or refuses to provide evidence of his identity to an individual employed or contracted for by the town when that individual is investigating an alleged violation of this chapter and has reasonable cause to believe that person has committed a violation of this chapter, is guilty of a class one misdemeanor. Evidence of identity under this section shall consist of a person's full name, residence address and date of birth.

**92.05 Emergency Abatement.**

A. If a ~~public nuisance situation~~ presents an imminent hazard to life or public safety, the town may do one or more of the following:

1. Issue a notice to abate the nuisance, directing the person in control to immediately take such action as is appropriate to correct or abate the emergency upon notice by the enforcement official to the person in control.
2. Act to correct or abate the emergency, whether or not the town is able to contact the owner, occupant, or person in control.

B. The person in control may appeal an order to abate to the Town Council. Upon notice and request by the owner, occupant or person in control, a hearing before the Town Council shall be

scheduled as soon as practicable. Such appeal shall in no case stay the abatement or correction of such emergency.

C. The town may recover its costs incurred in abating an imminent hazard under this section in the same manner as provided for in this chapter to the extent practicable under the circumstances.

#### **92.06 Abatement in Lieu of or in Addition to Civil or Criminal Complaint.**

In addition to or in lieu of filing a civil or criminal complaint, the town may file notice to abate any nuisance as defined in this Code. Such abatement shall proceed independently of any civil or criminal violation filed. The town enforcement officer, town prosecutor and town attorney are authorized to file civil or criminal complaints to abate a public nuisance.

#### **92.07 Abatement Procedures.**

##### **A. Notice to Abate.**

1. If, after an inspection, the town finds one or more violations of this chapter, and the town elects to use the abatement process, the town shall, in writing, notify the person in control of the property.
2. The notice to abate shall set forth the following information:
  - a. The street address, legal description, or location by book, map and parcel number if street address is unknown, sufficient for identification of the property on which the alleged violation occurred;
  - b. A statement that the town has determined that there is a reasonable belief that a violation of this chapter has occurred on the property identified in the notice to abate;
  - c. Notice that the person in control has thirty (30) days from the date of mailing or personal service of the notice to abate or correct the violation;
  - d. A statement of the violation(s) in sufficient detail to allow a reasonable person to identify and correct the violation(s);
  - e. A statement that all materials removed from the premises must be disposed of at an approved waste collection facility or by other appropriate legal means and that a tipping fee receipt or other evidence of legal disposal is to be submitted to the town prior to a determination of compliance with the notice to abate;
  - f. A warning statement that if the violation is not corrected within 30 days of the date of the Notice, the town may abate the nuisance and assess the owner, occupant, or person in control the cost of such abatement and record a lien against the property for payment of the assessment;

- g. An estimate of the cost of removal or abatement by the town, plus ten percent (10%) for the incidental costs associated with abating the nuisance;
- h. Re-inspection date and time.
- i. Name, address, telephone number, and email address of the town enforcement officer who sent the notice to abate;
- j. A statement that the person in control may appeal the abatement order in writing to the Town Council within fifteen days from the date of the notice and that failure to appeal will constitute waiver of all rights to an administrative hearing and determination of the matter.
- k. The 15-calendar day notice set forth in this section shall not apply to emergency abatements.

3. The Town Manager may extend the time limits set forth in this section if the person in control demonstrates to the satisfaction of the Town Manager that complying with the notice of violation or notice to abate is a hardship and if the person in control agrees in writing to a schedule for correcting the violation bringing the property into compliance with the requirements of this title and complies with the schedule.

4. The notice requirements set forth in this subsection do not apply in an emergency abatement situation.

**B. *Service of Notices.***

1. Any notice required to be given for any purpose under this section shall be accomplished by an enforcement agent of the town delivering the notice to the person in control of the property, or by mailing the notice to the person in control by certified mail, return receipt requested. If the property owner is not the occupant or person in control, a duplicate notice shall be mailed to him by certified return receipt requested mail at his last known address.

2. Notice is deemed effective on the date it is hand-delivered or deposited in the United States mail.

3. Nothing herein shall preclude the town from giving additional oral or written notice at its discretion. If the town does elect to give additional notice in any instance, it shall not thereby become obligated to give such additional notice thereafter in the same or other situation.

**C.** The notice to abate shall run with the land. The town, at its sole option, may record a notice to abate with the Yavapai County recorder and thereby cause compliance by an entity thereafter acquiring such property. The non-filing of a notice to abate shall in no way affect the validity of such notice as to entities so notified. If the notice to abate is recorded and compliance with the notice to abate is subsequently satisfied, the town shall record a satisfaction and release of the notice to abate with the County Recorder.

## **92.08 Appeal of Abatement.**

Any person receiving a notice to abate may appeal to the Town Council as follows:

- A. *Notice of Appeal.* A written notice of appeal shall be filed with the Town Clerk within fifteen days after the notice to abate was mailed or personally served. The date of receipt by the Town Clerk shall be the date of filing.
- B. *Contents of Notice of Appeal.* The notice of appeal shall state in reasonable detail why the appellant should not be required to comply with the notice to abate.
- C. *Hearing on Appeal.* Upon receipt of the notice of appeal, the Town Council shall place the matter on the agenda for its next available regular meeting. The town shall appear and present evidence of the existence of the public nuisance. The person in control may present evidence controverting the existence of the public nuisance. The hearing shall be informal and without regard to the rules of procedure or evidence governing court proceedings. The Town Council shall decide the appeal, and its decision shall be final.
- D. *Extension for Compliance.* If the Town Council's decision is adverse to the appellant, the date for compliance set forth in the notice to abate shall be extended by the number of days elapsing between the filing of the notice of appeal and the rendering of the Town Council's decision.

## **92.09 Abatement by Town; Cost.**

- A. *Abatement Time Limitation.* If the person in control fails to remove or otherwise abate the public nuisance within thirty (30) calendar days of mailing or personal service of the notice to abate (or such extension thereof as may be granted in writing by the Town Council), the Town Council may, at the expense of the person in control, remove or abate the public nuisance or cause it to be removed or abated; provided, however, that if such removal or abatement is not undertaken within one hundred eighty (180) days after the right to do so first accrues to the Town, a new notice of abatement shall be served as provided in § 92.03.
- B. *Determination of Cost of Removal.* The costs assessed for removal or abatement shall not exceed the actual costs plus ten percent (10%) for the incidental costs associated therewith, including associated legal costs. Before undertaking the actual removal or abatement, the Town shall attempt to obtain at least three written estimates from qualified contractors (if available locally) and shall accept the lowest such estimate that is otherwise satisfactory to the Town. In the alternative, the removal or abatement may be performed by Town personnel, and the cost shall be deemed to be the same as the lowest estimate obtained from a qualified contractor as determined by the Town.
- C. *Removal from Tax Rolls.* Upon removing or demolishing a dilapidated building, the Town shall give notice to the county assessor to adjust the valuation of the real property on the property assessment tax roll from the date of removal.

## **92.10 Assessment; Notice of assessment.**

A. *Assessment.* Upon the removal or abatement of public nuisances, as provided in § 92.06, the actual cost of removal or abatement, together with the actual costs of any additional inspections and other incidental costs, including any legal fees, determined as set forth in § 92.09(B), shall be an assessment against the real property on which the public nuisance was located.

B. *Notice of Assessment.* A written notice of assessment shall be served in the same manner as the notice to abate. The notice of assessment shall provide the following information:

1. The street address, legal description, location by book, map, or tax parcel number of the property;
2. The facts supporting the assessment;
3. An itemized listing of the actual cost of removal or abatement;
4. The actual costs of any additional inspections and other incidental costs, including legal fees.
5. State that the entire cost is due and payable in full no later than thirty (30) days from the date of issuance of the notice of assessment and that the assessment will become delinquent as of that date.
6. Be signed by the Town official authorized to issue such notices.
7. Contain the following statement in bold face print:

**NOTICE: PURSUANT TO A.R.S. § 9-499, THIS NOTICE OF ASSESSMENT SHALL CONSTITUTE A LIEN UPON THE PROPERTY DESCRIBED IN THIS NOTICE OF ASSESSMENT IN FAVOR OF THE TOWN OF DEWEY-HUMBOLDT. THE TOWN MAY TAKE LEGAL ACTION TO FORECLOSE THE LIEN AND SELL THE PROPERTY DESCRIBED TO RECOVER THE COSTS STATED IN THIS NOTICE OF ASSESSMENT.**

8. State that the person in control shall have fifteen (15) days from the date of the mailing or personal service of the notice of assessment to appeal the amount of the assessment imposed by the town.

#### **92.11 Appeal of assessment.**

A. *Appeal of Assessment.* A party wishing to appeal an assessment shall file a written notice of appeal with the Town Clerk within fifteen (15) days after the date of the notice of assessment was mailed or personally served. The appeal shall clearly specify the grounds for the appeal. The date of receipt of the notice of appeal by the Town Clerk shall be the date of filing. No appeals of violations shall be heard at the hearing on an appeal of an assessment.

B. *Grounds for Appeal.* The following shall constitute reasonable grounds for appeal of an assessment:

1. A claim that the true intent of the section or standards described in the section have been incorrectly interpreted; or
3. A claim that the statement of costs for correcting or abating the violation is excessive.

C. *Report of Assessment.* If an appeal of the assessment is not timely filed, the Town shall prepare a report of assessment for consideration by the Town Council. The report shall list the address, legal description and/or tax parcel number of the property. The report of assessment shall set forth the facts supporting the assessment and an itemized list of the actual cost of removal or abatement, the actual costs of any additional inspections and other incidental costs, including legal fees. Upon acceptance of the report by the Council, it shall be signed by the Mayor.

### **92.12 Hearing on appeal of assessment.**

A. *Hearing on Appeal.* Upon receipt of the notice of appeal, the Town Council shall place the matter on the agenda for its next available regular meeting. Written notice of the hearing shall be provided to all appropriate Town departments and to the appellant. The appropriate representative of the Town shall appear and present the facts supporting the assessment and an itemized listing of the actual cost of removal or abatement, the costs of any additional inspections and other incidental costs, including legal fees. The appellant may present evidence controverting the imposition of the assessment. The Town Council shall determine whether the assessment was made in accordance with the provisions of this chapter and applicable state statutes and whether the amount of the assessment is sufficient to cover the actual costs of abatement and related activities. The Town Council shall issue its findings in writing, upholding or modifying the amount of the assessment, or overturning the assessment. The decision of the Town Council shall be final.

B. *Extension of Compliance.* If the Town Council's decision is adverse to the appellant, the date for compliance set forth in the notice of assessment shall be extended by the number of days elapsing between the filing of the notice of appeal and the rendering of the Town Council's decision.

### **92.13 Assessment Lien; Recordation; Foreclosure.**

A. *Recordation.* If the person in control fails to pay the assessment within thirty (30) calendar days after receipt of the notice of assessment (or any extension as may be granted in writing by the Town Council), the assessment shall be delinquent and may be recorded in the office of the Yavapai County recorder as a lien. The assessment lien shall include the date, amount of assessment, legal description, tax parcel number and name of Town.

B. *Assessment Lien.* The assessment shall be a lien against the real property from and after the date of recordation and shall accrue interest at the statutory judgment rate, pursuant to A.R.S. § 44-1201, until paid. The assessment lien is prior and superior to all other liens, obligations, mortgages or other encumbrances, except liens for general taxes.

C. *Foreclosure.* The Town Council may, but shall not be obligated to, bring an action to enforce the assessment lien in the Yavapai County Superior Court through a judgment of foreclosure and order of sale, at any time after the recordation of the assessment. Failure to enforce the assessment lien by

such an action shall not affect its validity. The recorded assessment is prima facie evidence of the truth of all matters recited therein and of the regularity of all proceedings before the recordation thereof.

**92.14 Annual installments of assessment liens.**

A. Assessments that are imposed pursuant to § 92.10 shall run against the property until paid and are due and payable in equal annual installments as follows:

1. Assessments of less than five hundred dollars shall be paid within one year after the assessment is recorded.
2. Assessments of five hundred dollars or more but less than one thousand dollars shall be paid within two years after the assessment is recorded.
3. Assessment of one thousand dollars or more but less than five thousand dollars shall be paid within three years after the assessment is recorded.
4. Assessment of five thousand dollars or more but less than ten thousand dollars shall be paid within six years after the assessment is recorded.
5. Assessments of ten thousand dollars or more shall be paid within ten years after the assessment is recorded.

**92.15 Subsequent assessments.**

A prior assessment shall not constitute a bar to a subsequent assessment or assessments for violations of this chapter and any number of liens on the same lot, tract of land or premises and may be recorded and enforced in the same or separate actions by the Town.



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

---

## Staff Report

### Town Council Meeting

### April 17, 2018

Date: April 12, 2018

To: Town Council

From: Steven Brown, Community Planner

**10. C. Request for a waiver of the required \$850 application fee for a requested Use Permit, UP 17-002 for approximately 5.1 acres of real property, Woodrow Wampler residence, located at 9955 E. Newtown Ave., also known as Yavapai County Assessor's Parcel Number 402-03-212 in the R1-70 (Residential Single Family) zoning district to allow the operation of a dry camp to accommodate no more than ten travel trailer/RVs. The travel trailers/RVs will not be connected to any utilities, and the camp will be limited to operating during the period from April 15 through October 15 each year.**

**APPLICANT:** Woodrow Wampler

**GENERAL PLAN DESIGNATION:** Low Density Residential

**ZONING:** R1-70 Residential Single Family

**LOCATION:** 9955 E. Newtown Ave. APN # 402-03-212

#### I. BACKGROUND

Woodrow Wampler is seeking to have the \$850 application fee waived for a Use Permit to allow him to operate "Dry Camp" of no more than 10 travel trailers on property he owns at 9955 E. Newtown Ave. APN #402-03-212.

There will be no hookups for either septic or water.

The travel trailers will be the property of individuals other than Mr. Wampler, and all owners are members of the Gold Prospectors Association of Phoenix.

They gather each year in Dewey-Humboldt to promote gold prospecting, and to conduct hands-on demonstrations and educational programs centered on prospecting.

The applicant is seeking to limit the use permit to the period of April 15<sup>th</sup> to October 15<sup>th</sup> each year.

Mr. Wampler does not charge for the use of his property for this gathering.

This coincides with the schedule of events that the group will be participating in, beginning in early May with a presentation to Humboldt Unified School District pupils.

[Page intentionally left blank]



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

---

## Staff Report

### Town Council Meeting

### April 17, 2018

Date: April 12, 2018

To: Town Council

From: Steven Brown, Community Planner

**11. A. Request for a Use Permit UP 17-002 for approximately 5.1 acres of real property, Woodrow Wampler residence, located at 9955 E. Newtown Ave., also known as Yavapai County Assessor's Parcel Number 402-03-212 in the R1-70 (Residential Single Family) zoning district to allow the operation of a dry camp to accommodate no more than ten travel trailer/RVs. The travel trailers/RVs will not be connected to any utilities, and the camp will be limited to operating during the period from April 15 through October 15 each year.**

**APPLICANT:** Woodrow Wampler

**GENERAL PLAN DESIGNATION:** Low Density Residential

**ZONING:** R1-70 Residential Single Family

**LOCATION:** 9955 E. Newtown Ave. APN # 402-03-212

**EXHIBITS:** Location Map, Photos of Site, Application for Use Permit including Letters of Support and Opposition, as well as proof compliance with Public Participation Process.

#### I. BACKGROUND

Woodrow Wampler is seeking a Use Permit to allow him to operate "Dry Camp" of no more than 10 travel trailers on property he owns at 9955 E. Newtown Ave. APN #402-03-212.

There will be no hookups for either septic or water.

The travel trailers will be the property of individuals other than Mr. Wampler, and all owners are members of the Gold Prospectors Association of Phoenix.

They gather each year in Dewey-Humboldt to promote gold prospecting, and to conduct hands-on demonstrations and educational programs centered on prospecting.

The applicant is seeking to limit the use permit to the period of April 15<sup>th</sup> to October 15<sup>th</sup> each year.

Mr. Wampler does not charge for the use of his property for this gathering.

This coincides with the schedule of events that the group will be participating in, beginning in early May with a presentation to Humboldt Unified School District pupils.

#### II. SITE DESCRIPTION

Subject Property is identified as Assessor's Parcel Number (APN) 402-03-212. Mr. Wampler currently maintains his personal residence on this property.

**Zoning:** The subject property is zoned R1-70 Residential Single Family as are all of the properties abutting on all sides.

**Land Use:** The subject property is currently being used to house a single family residence

- The property to the north is currently vacant.
- The property to the south is currently vacant
- The property to the west is currently vacant.
- The property to the east is a combination of one vacant property and two single- family residential homes.

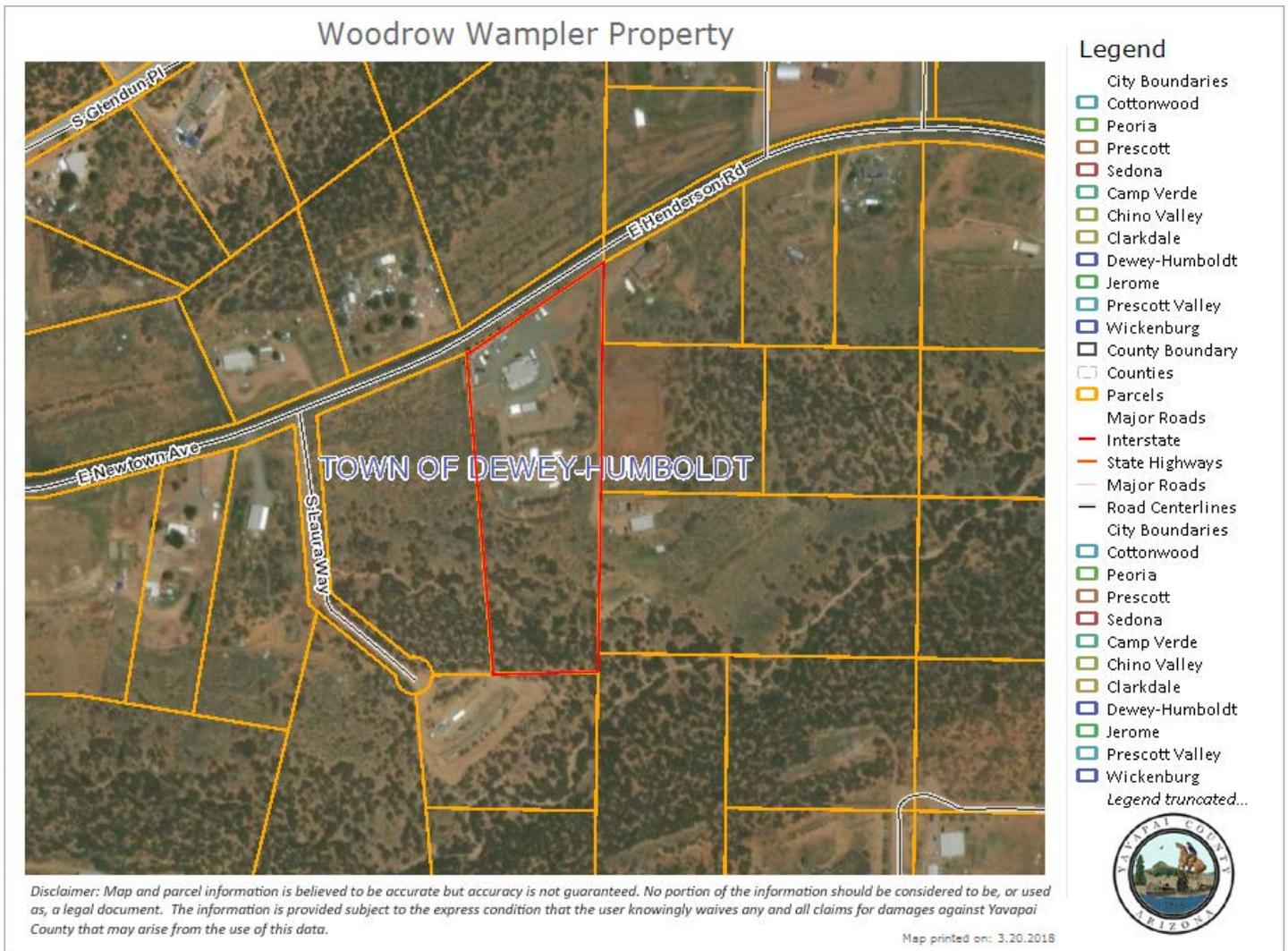


Figure 1, Aerial Photograph of the Subject Site and Surrounding Area



Figure 2, Street View of the Subject Site.

**General Plan Compliance:**

The subject property is designated by the 2009 General Plan as “Low Density Residential”, and is intended for a target residential density of one (1) dwelling unit per 70,000 square feet (approximately 1.61 acres of land). The Town would need to determine whether this part time use is compliant with the general plan designation.

**Use Permit Approval Criteria:**

(C) *Conditions and criteria for use permits.*

(1) *Use permits may contain specific limitations on the scope, nature and duration of the use as deemed proper to secure the objectives of the town's General Plan and to be in accordance with the following conditions and criteria.*

(a) *Use permits may be granted for duration of no more than five years. A request for renewal/extension (to extend the duration of the permitted use as originally approved) must be processed in the same manner as the original use permit request, except that the Town Council may review and extend a use permit upon its expiration without posting or publication, provided no material condition of the use permit is altered.*

(2) *The applicant must demonstrate to the satisfaction of the Town Council that any structure or use requested will not be detrimental to persons or property in the vicinity and that the use is in the best interests of the public health, safety and welfare; criteria to be considered include the following:*

- (a) *Any significant increase in vehicular or pedestrian traffic;*
- (b) *Nuisances arising from the emission of odor, dust, gas, noise, vibration, smoke, heat, or glare at a level exceeding that of ambient conditions;*
- (c) *Contributions to the deterioration of the neighborhood or to the downgrading of property values;*
- (d) *Incompatibility with existing adjacent structures and uses;*

*(e) Nuisances from inadequate control of disruptive behavior both inside and outside the premises.*

*(3) The applicant must demonstrate the ability to comply with any specific conditions imposed by the Town Council.*

#### IV. PUBLIC COMMENT

Public notices were sent to property owners within a 300-foot radius of the project site.

Mr. Wampler held the required Citizen Participation meeting at the site, and there were three (3) neighbors attended of the Thirteen (13) who were invited.. The Public Participation Meeting was held by Mr. Wampler at the property at 6:30 pm on Wednesday March 7, 2018 (see attached invitation and attendance sign in sheet). Following the Public Participation meeting and to date, the Town has received eight (8) letters of support, and one letter opposing the request.

Staff will forward to the Council any further public comments as they are received.

#### V. STAFF RECOMMENDATION

The Town Council should review the attached material, take public testimony, and make suggestions/comments to the applicant and staff regarding the development of the site, and make a recommendation to the Town Council to either approve, approve with conditions or deny the application for Use Permit.

Approval of this Use Permit would make it possible for an existing community group to continue to provide public service to the Town of Dewey-Humboldt. A denial would likely result in that service being curtailed.

Staff recommends that, if the Planning Commission votes to recommend to Council, approval of this application, that the following conditions be made a part of the approval.

1. The Use Permit is approved for a term of five (5) years, to be reviewed at the end of that period to determine if renewal for an additional period is appropriate. Application for Renewal shall be made by the owners of the property following the same process as for a new Use Permit.
2. The presence of more than one (1) travel trailer on the property (Mr. Wampler's) will be permitted only between the dates of April 15<sup>th</sup> and October 15<sup>th</sup> each year.

#### VI. PLANNING AND ZONING ADVISORY COMMISSION RECOMMENDATION

On April 5, 2018, the Planning and Zoning Advisory Commission (P&Z) held a public hearing on this request and voted unanimously to recommend approval by Town Council, with the two (2) conditions recommended by staff as well as the following recommendations:

1. Waive the \$850.00 application fee for the Use Permit
2. All generators and other noise generating devices to be off by 10:00 pm.
- 3.

For questions or comments about this proposal, please contact: Steven Brown, Community Planner at 928-632-7362 or [stevenbrown@dhaz.gov](mailto:stevenbrown@dhaz.gov).

**EXHIBIT '1'**

**USE PERMIT APPLICATION**

**WOODY WAMPLER**  
**DRY CAMP**

# TOWN OF DEWEY-HUMBOLDT

## DEVELOPMENT APPLICATION

**PROJECT DESCRIPTION:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> General Plan Amendment - Major    | <input type="checkbox"/> General Plan Amendment – Minor | <input type="checkbox"/> Pre-Application   |
| <input type="checkbox"/> Community Master Plan             | <input type="checkbox"/> Major Use / Site Plan          | <input type="checkbox"/> Preliminary plat  |
| <input type="checkbox"/> Commercial Design Review          | <input type="checkbox"/> Annexation                     | <input type="checkbox"/> Zoning Clearance  |
| <input checked="" type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Abandonment                    | <input type="checkbox"/> Rezone            |
| <input type="checkbox"/> Land split (3 parcels max)        | <input type="checkbox"/> Lot Combine                    | <input type="checkbox"/> Variance          |
| <input type="checkbox"/> Area Plan / Amendment             | <input type="checkbox"/> Final Plat / Amendment         | <input type="checkbox"/> Land Use District |
| <input type="checkbox"/> Other _____                       |   |  |

**LEGAL DESCRIPTION:**

Property Address: 9955 E. Newtown Ave.

Number of Lots / Units Proposed: \_\_\_\_\_

Assessor's Parcel Number: 402-03-212 Parcel Size (Acres): 5.1

Existing Land Use District: Low Density Res. Proposed Land Use District: same

Plat Name: Blue Hills Farm Block: 10 Lot: 63 Tract: \_\_\_\_\_

**DESCRIBE UTILITIES AVAILABLE TO PROPERTY:**

- |                                      |   |                                      |
|--------------------------------------|---|--------------------------------------|
| <input type="checkbox"/> Water _____ | <input type="checkbox"/> Gas _____      | <input type="checkbox"/> Sewer _____ |
| <input type="checkbox"/> Phone _____ | <input type="checkbox"/> Electric _____ | <input type="checkbox"/> Cable _____ |

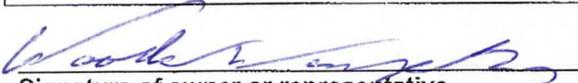
Describe Public Access to Property:

\_\_\_\_\_

**FEES**

Base Fees: \$750 Other Fees: \$10/acre Other Fees: \_\_\_\_\_ Subtotal: \$800.00 Total: \$800.00

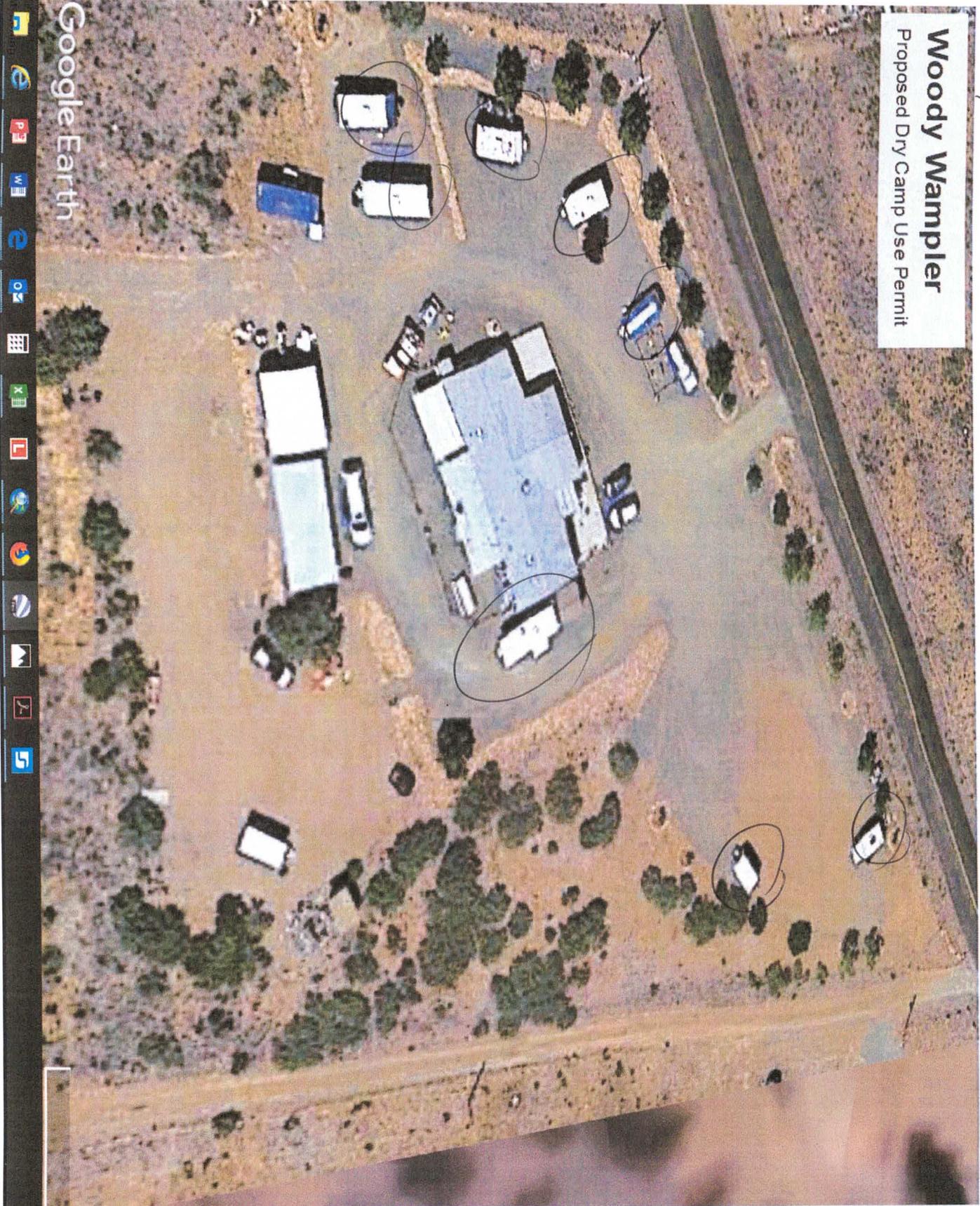
*APPLICANT / CONTACT INFORMATION:	OWNER INFORMATION:
Name: <u>woody wampler</u>	Name: <u>Sa m e</u>
Address: <u>9955 E Newtown Ave</u>	Address: _____
Phone: <u>480 688 6419</u>	Phone: _____
Email: <u>Jean W W @ yahoo.com</u>	Email: _____

  
 \_\_\_\_\_  
 Signature of owner or representative

\*If application is being submitted by someone other than the owner of the property under consideration, a letter of authorization or other corresponding information must be provided.

ABOUT 8-10 CAMPS  
DRY CAMP # 2 JONS

**Woody Wampler**  
Proposed Dry Camp Use Permit



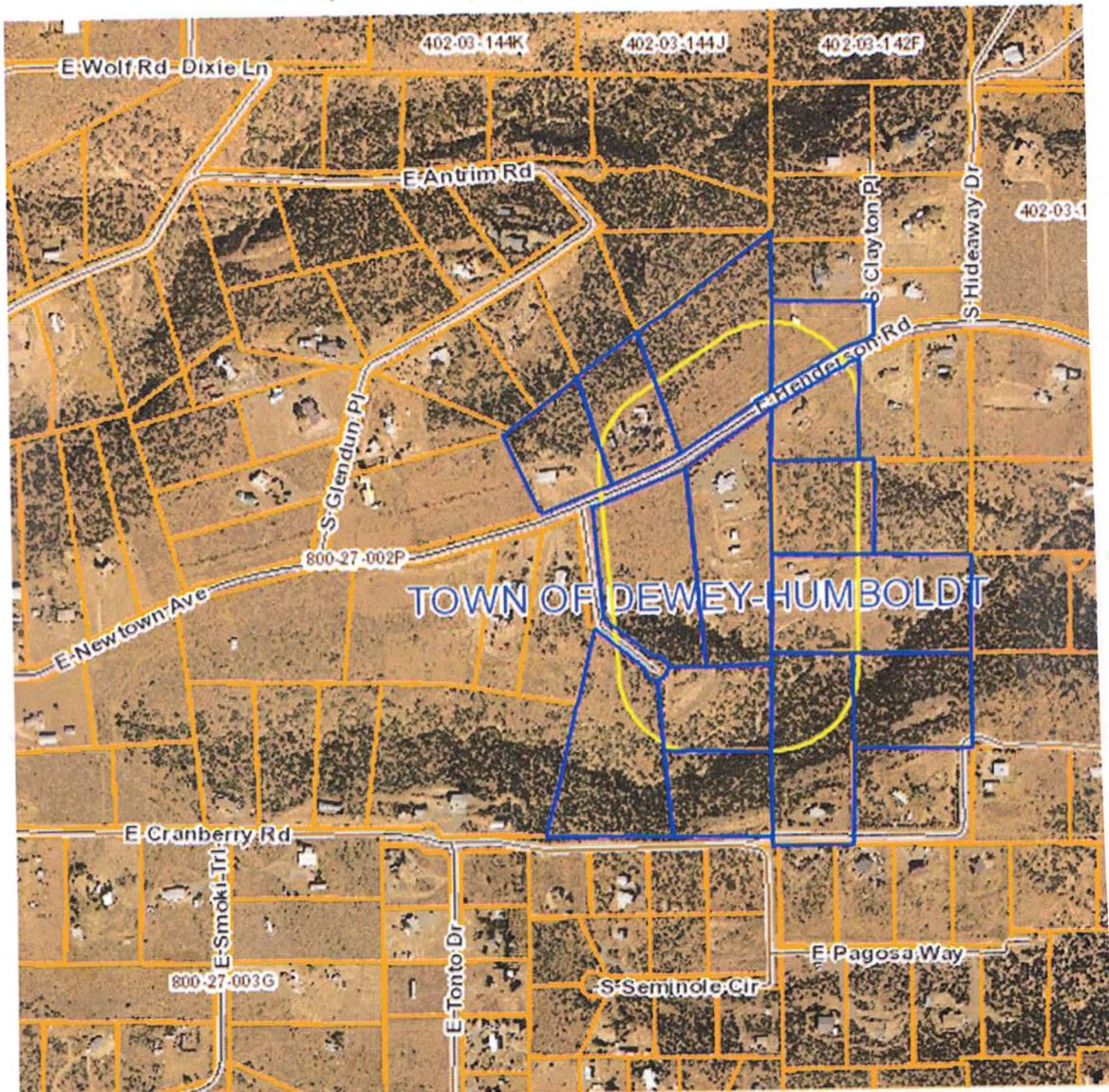
# Town of Dewey-Humboldt

## Directions to Site

Instructions: An actual detailed line map is needed, not written instructions, adding any significant buildings, land marks, main highway, street names, and north arrows. If the map is not adequate it could cause a delay in issuing your permit.

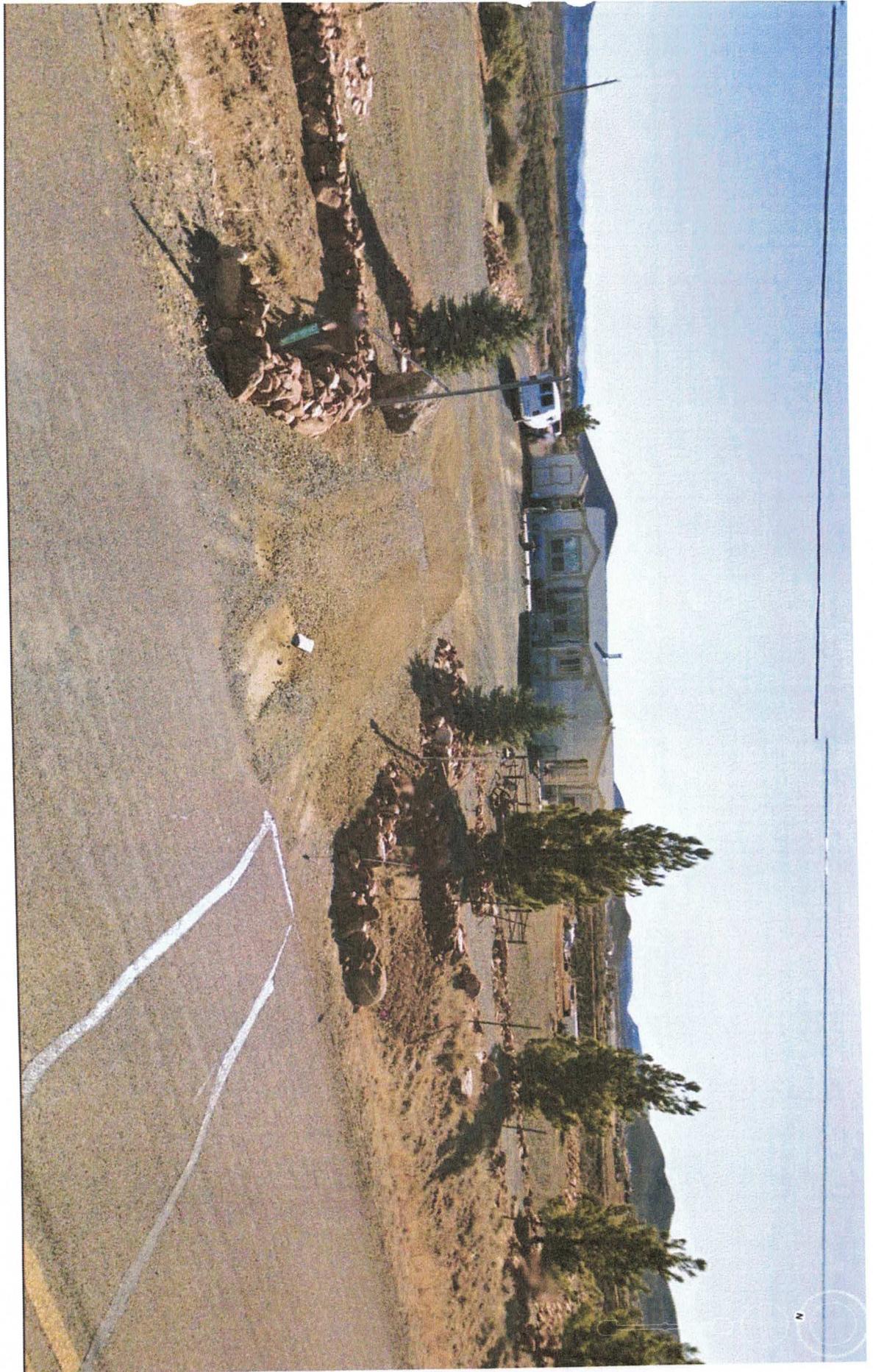
Assessor's Parcel Number 40203212 Address 99556 Newtown Ave

## Wampler Dry Camp Use Permit Application



Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information shall be construed as a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims against the Town of Dewey-Humboldt and the County that may arise from the use of this data.

17



To the Community Planner  
of Dewey-Humboldt

My name is Woody Wampler and I live at 9955 E Newtown Ave, Dewey AZ 86327. I have been helping & working with the Community of Dewey-Humboldt for about 7 years. Teaching the kids at the school - 4-5-6 grades and help garn money for the Dewey-Humboldt Historical Society on two other events, and the people that help me, are from the G.P.A.P. The Gold Prospecting Assoc. of Phx. and we have other events through the summer, and all ~~are~~ <sup>ARE</sup> invited to come to them, we teach prospecting ~~at~~ <sup>AT</sup> all the events. These people spend a lot of money up here each year. It is a non profit club we have the 501c I let them camp at my home for free they spend a lot of money each time they come up here to Dewey.

every

I am asking Dewey-Humboldt  
to let the club members to camp  
at my home (Dry camp) with two  
j-juns that get cleaned every 2 weeks  
for about 6 months. April-16 to  
oct-16.

It would be hard to get the club  
to drive 100 mi. to do an event and  
turn around and go back home. It  
is a good thing for our community

thank you

woody wampler  
woody wampler

To - Residents

This Letter is to invite you to a meeting at my home, to talk to you about the outings & the campers at my home in the summer time. most of you know already about the Gold prospecting club that I am in, the (GPA) Gold prospecting association of Phoenix.

the meeting will be at 6:30 P.M. on March-7-2018

Please come I would like your input. you are welcome to come to any outing that we have it is \$40

Thank you  
Woody Wampler & Jean Wampler  
9955 E. Newtown Ave Dewey AZ 86327  
phone 480 688 6419 (cell)

again Thank you

Meeting at Wampler's

9955 E Newton Ave Dewey AZ

March 7-2018

Kenn Curbeyre 9910 E Newton  
Janet Rosemato 10000 S. Cranberry Rd. Dewey  
Kathy Penbratt 10025 E Henderson Rd

Town of Dewey-Humboldt  
P.O. Box 2735 S. Highway 69, Suite 10,  
Humboldt Stations  
Humboldt, AZ 86329

March 16, 2018

Town of Dewey-Humboldt Town Council,

This response is regarding the upcoming Public Hearing scheduled on April 5, 2018, 6:00 P.M. with the Town of Dewey-Humboldt Planning and Zoning and Town of Dewey-Humboldt Town Council by applicant Woodrow Wampler of 9955 E. Newton Ave, Dewey, AZ. Mr. Wampler is a long-time hobbyist with various regional prospectors of minerals. He has established himself as an expert in the field, and offers prospecting opportunities of education to other prospecting hobbyists. Mr. Wampler has debuted on the History Channel as well with historical appreciation and promotion of the art and science of prospecting in Arizona. His programs were quite intriguing, especially with the prize gem of the legend and lore of the Superstition Mountains and the Lost Dutchman's Mine of Arizona giving great enrichment to the community with such a significant piece of our state's history. Mr. Wampler is our neighbor in Dewey, AZ, with our properties joined to the south. I have witnessed his gatherings annually with the other prospectors, and support his activities and do not believe that they cause any undue stress upon the neighborhood when they come to enjoy the beauty of Dewey-Humboldt, and share their enthusiasms for prospecting and the beautiful history of our state. Mr. Wampler offers a family friendly activity that encourages parents and children to share an interest and time of recreation in the Dewey Blue Hills.

Mr. Wampler offers dry camping for the members of his organization, and they are never a disturbance to us. We would hope that the Town of Dewey-Humboldt encourages such activities rather than deter families, in a time when our communities need to foster wholesome family gathering time. We believe that Mr. Wampler is really doing a good communal service by sparking interest in Arizona history as regards to prospecting. We support Mr. Wampler in his efforts to receive the proper approvals from the Town of Dewey-Humboldt and hope our town officials will do the same.

Thank You,

Michael D. Accinni Reinhardt  
Kathleen A. Reinhardt  
Tony Wanner  
10025 E. Henderson Road  
Dewey, AZ 86327

*Michael D. Accinni Reinhardt*  
*Tony Wanner Kathleen A Reinhardt*

2/22/18

To whom it may concern



Our family at  
 greatly appreciates having the Gold  
 Prospectors association stay in Dewey-  
 Humboldt. When this group visits, it  
 benefits our business directly, as well  
 as the rest of our Community.

We support the GPAA and welcome  
 it's members in our business and  
 town. Their involvement in the community  
 helps educate adults and children on  
 a subject that has deep history in  
 our town.

Pat McCombs

A large, stylized handwritten signature in cursive script, appearing to read 'Pat McCombs'.

2/22/18

To whom it may concern:

Our family at Family Dollar greatly appreciates having the Gold Prospectors association stay in Dewey-Humboldt. When this group visits, it benefits our business directly, as well as the rest of our Community.

We support the GPAA and welcome it's members in our business and town. Their involvement in the community helps educate adults and children on a subject that has deep history in our town.

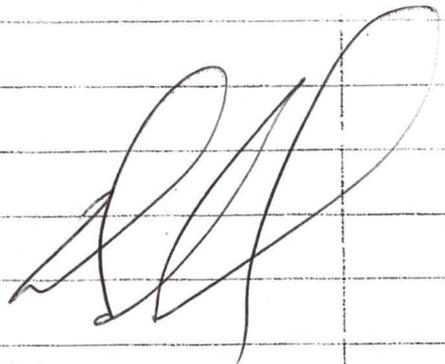
W Mendehall

2/22/18

To whom it may concern:

Our family at SIT-N-BULL greatly appreciates having the Gold Prospectors association stay in Dewey-Humboldt. When this group visits, it benefits our business directly, as well as the rest of our Community.

We support the GPAA and welcome it's members in our business and town. Their involvement in the community helps educate adults and children on a subject that has deep history in our town.



DUANE S. MCCORMICK  
OWNER - SIT-N-BULL  
BARBER SHOP

2/22/18

To whom it may concern:

Our family at Guido's Pizza greatly appreciates having the Gold Prospectors association stay in Dewey-Humboldt. When this group visits, it benefits our business directly, as well as the rest of our Community.

We support the GPAA and welcome it's members in our business and town. Their involvement in the community helps educate adults and children on a subject that has deep history in our town.

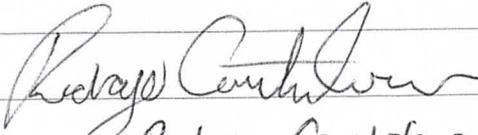
Michelle Harper

2/20/18

To whom it may concern:

Our family at Mamma's Kitchen greatly appreciates having the Gold Prospectors association stay in Dewey-Humboldt. When this group visits, it benefits our business directly, as well as the rest of our Community.

We support the GPAA and welcome it's members in our business and town. Their involvement in the community helps educate adults and children on a subject that has deep history in our town.

  
Rodrigo Cantabrana - Owner

2/2/18

To whom it may concern:

Our family greatly appreciates having the Gold Prospectors association stay in Dewey-Humboldt. When this group visits, it benefits our business directly, as well as the rest of our community.

We support the GPAA and welcome it's members in our business and town. Their involvement in the community helps educate adults and children on a subject that has deep history in our town.

Russ Cudde  
2910 E Newtown Ave  
Dewey AZ 86327

Beverly A. Dopson  
P.O. Box 831  
Shepherdstown, WV  
25443  
Parcel # 402-03-196 8

Town Of Dewey-Humboldt  
Community Development Dept.  
P.O. Box 69  
Dewey-Humboldt, AZ 86329

To Dewey-Humboldt Planning and Zoning and The Town Council,

I Beverly A. Dopson; owner of Parcel # 402-03-196 8 object to the zoning change Item #: UP-17-002.

I have to ask, is this "Highest and Best Use" for the lot located at 9955 E. Newtown Ave? I think not!

By allowing such a use, you open the door for multiple lots asking for changes to all these properties. Once you allow one, you cannot stop others from following suit.

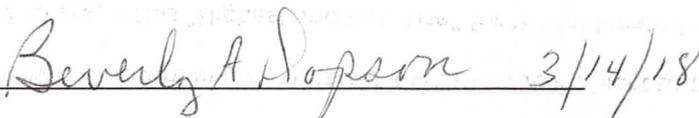
Next will be these other single family lots, petitioning for multiple housing units on these single family lots. Tapping limited water supplies, extra trash, extra traffic, power lines losing the views of open lands. Next thing we know, Storage units, junk yards and much more will petition to slowly chisel away at the laws that were past years ago for our protection of these properties!

I have faithfully payed any and all my taxes for 50 years and On Time. Can this Positioner say he has been a lifelong property owner and payed his taxes year after year for 50 years?

His camp sight and the possible parties, drugs, drinking, etc. would erode the enjoyment of the peaceful surroundings in this area that are enjoyed now.

Thank You for adding my Comments and I hope you consider my warnings. This is not good for the community!

Sincerely,

 Beverly A. Dopson 3/14/18

Beverly A. Dopson 3/15/2018

[Page intentionally left blank]



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

---

**TOWN COUNCIL WORK SESSION**

**March 20, 2018 – 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item - #11 B – Liquor License – Conduct public hearing and consider approval of a “Series 10 Beer and Wine Store” Liquor License for Giant #086 located at 12833 E. State Route 69, Dewey, AZ 86327**

**To: Mayor and Town Council Members**  
**From: Julie Gibson, Town Clerk**  
**Date submitted: April 12, 2018**

**Recommendation:**

- (a) Hold Public Hearing.
- (b) Review and give a recommendation to Arizona Department of Liquor Licenses and Control to approve the application for a “Series 10 Beer and Wine Store” Liquor License for Giant #086 located at 12833 E. State Route 69, Dewey, AZ 86327.

**Summary:**

A.R.S. § 4-201 provides that a person desiring a liquor license shall apply with the State Liquor Board. Upon receipt of an application, the State forwards the application to the local governing body, which is tasked with making a recommendation to the Board for granting or denying the license. If the recommendation is for disapproval, a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval must be provided to the Liquor Board.

Robert Coleman Sprouse, Agent, has applied with the State for a “Series 10 Beer and Wine Store” Liquor License on behalf of Giant #086. The Sheriff’s Department, Central Arizona Fire & Medical Authority and Community Development Department have all reviewed the application and recommended approval with the following comments:

D-H Community Development Department – Location is within C2-4 zoning districts; sale of beer and wine is an allowed use.

Yavapai County Sherriff’s Office – No Objection

Central Arizona Fire & Medical Authority – No Objection

Staff posted the establishment with the necessary notices to meet the required 20-day period from March 26, 2018 to April 17, 2018. As of the date of this report, Staff has not received any written arguments in favor of or in opposition to the application.

Attachments: Beer and Wine Store definition

## **Beer and Wine Store Application Kit - Series 10**

This non-transferable, off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 10 (beer and wine store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form. Internet sale of liquor is not permitted in the state of Arizona. Liquor must be delivered to an Arizona liquor-licensed wholesaler, then an Arizona liquor-licensed retailer prior to delivery to the consumer.