

**TOWN COUNCIL OF DEWEY-HUMBOLDT
STUDY SESSION MEETING NOTICE AND AGENDA**

Tuesday, October 8, 2019, 6:30 P.M.

**DEWEY-HUMBOLDT TOWN HALL
COUNCIL CHAMBERS
2735 S. HWY 69, SUITE 10
HUMBOLDT, ARIZONA 86329**

NOTICE OF MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Dewey-Humboldt Town Council and to the general public that the Town Council will hold a meeting open to the public on **Tuesday, October 8, 2019, at 6:30 p.m.**, at the **Dewey-Humboldt Town Hall Council Chambers, 2735 S. Highway 69, Suite 10, Humboldt, Arizona 86329.**

DEWEY-HUMBOLDT TOWN COUNCIL STUDY SESSION AGENDA

The issues that come before the Town Council are often challenging and potentially divisive. To make sure we benefit from the diverse views to be presented, the Council believes public meetings to be a safe place for people to speak, and 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 the 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. Council Meetings are broadcast via live streaming video on the internet in both audio and visual formats. One or more members of the Council may attend either in person or by telephone, video or internet conferencing. **NOTICE TO PARENTS:** Parents and legal guardians have the right to consent before the Town of Dewey-Humboldt makes a video or voice recording of a minor child. A.R.S. § 1-602.A.9. Dewey-Humboldt Council Meetings are recorded and may be viewed on the Dewey-Humboldt website. If you permit your child to participate in the Council Meeting, a recording will be made. You may exercise your right not to consent by not permitting your child to participate or by submitting your request to the Town Clerk that your child not be recorded.

1. Call To Order.

2. Roll Call. Town Council Members Karen Brooks; Lynn Collins, John Hughes, Amy Lance, Mark McBrady, Vice Mayor Victoria Wendt and Mayor Terry Nolan.

3. 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. According to the Arizona Open Meeting Law, Councilmembers 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, Councilmembers are forbidden from discussing or taking legal action on matters raised during Public Comment unless the matters are properly noticed for discussion and legal action. A 3 minute per speaker limit shall be imposed. Everyone is asked to please be courteous and silent while others are speaking.

4. Study Session. No legal action to be taken.

A. Public Safety Report – Yavapai County Sheriff’s Office Report presented by Sergeant

Lopez 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 and time of day, average response times, part 1 crimes comparison.

Page

3 B. Magistrate Court Quarterly Report presented by Town Magistrate Douglas Suits
Topics for possible discussion include: citations, procedures, services.

C. Firewise Quarterly Report Topics for possible discussion include: 501(C)(3) status, status of grants – current year and next year, abatement updates, road/address sign status, and monthly meeting information.

17 D. Discussion and consideration of an Emergency Access Standard (Staff CC; from the August 13, 2019 Study Session)

23 E. Overview and discussion of draft Ordinance No. 19-148, amending the Dewey-Humboldt Code of Ordinances, § 30.109, to allow public comment at all types of

Page **public meetings** (Staff CC; from the September 17, 2019 Regular Meeting)

- 29 **F. Discussion of the Town Hall lease agreement, for 2735 South Highway 69** (Staff CC; from the September 17, 2019 Regular Meeting)
- 31 **G. Overview and discussion of the responses received to the Town’s Request for Proposals for Architectural Design Services for the Town Hall project, to be located at 13298 East Main Street. The Town received responses from Headwaters Architecture P.C. and Michael Taylor Architects, Inc.** (Staff CC; from the September 17, 2019 Regular Meeting)
- 59 **H. Discussion and request to refer to the Planning and Zoning Advisory Commission for the Commission’s review and recommendation relating to establishing a definition of “historic building”** (CAARF – Councilmember Collins)
- 61 **I. Discussion and request to refer to the Planning and Zoning Advisory Commission for the Commission’s review and recommendation related to establishing a low-intensity, neighborhood-friendly, new zoning classification for commercial zoning in residential neighborhoods. Examples of neighborhood-friendly include restricted hours, residential-scale buildings, no hotels or apartments, and able to serve as a buffer use between homes and more intense uses** (CAARF – Councilmember Collins)

5. Consideration of additional Special Session(s) Whether to hold, and, if so, set the date

6. Adjourn.

For Your Information:

Next Town Council Meeting: Tuesday, October 15, 2019 at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, November 7, 2019 at 6:00 p.m.

Next Town Council Work Session: Tuesday, November 12, 2019 at 6:30 p.m.

Persons with a disability may request reasonable accommodations by contacting the Town Hall at (928) 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 _____ of _____, 2019, at _____ a.m./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.

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

Agenda Item 4.B

| Date | Phone | Window | CC (FARE) | Mail Pay | In Person Pay | Motions | Mail Out | Mail In | CC Web (loc) | CC Web (nloc) | Lock Box |
|-----------|-------|--------|-----------|----------|---------------|---------|----------|---------|--------------|---------------|----------|
| 7/1/2019 | 3 | 4 | | | 2 | | | | 2 | | |
| 7/2/2019 | 7 | 4 | 1 | 4 | 1 | 1 | 13 | 9 | | | 2 |
| 7/3/2019 | | | | | | | | | | | |
| 7/4/2019 | | | | | | | | | | | |
| 7/5/2019 | 1 | | | | | | | | | | |
| 7/6/2019 | 2 | | | | | | | | | | |
| 7/7/2019 | | | | | | | | | | | |
| 7/8/2019 | 3 | | | | | | | | | | |
| 7/9/2019 | 6 | 3 | 1 | | 2 | 2 | 11 | | 1 | 1 | |
| 7/10/2019 | 3 | 6 | 1 | | 3 | 3 | | 4 | 1 | | 4 |
| 7/11/2019 | 8 | 2 | | 1 | 2 | | 4 | 4 | | | |
| 7/12/2019 | 1 | | | | | | | | | | |
| 7/13/2019 | | | | | | | | | | | |
| 7/14/2019 | | | | | | | | | | | |
| 7/15/2019 | 2 | | | | | | | | | | |
| 7/16/2019 | 3 | 2 | 1 | | 2 | | | | | | 2 |
| 7/17/2019 | | 3 | | | 2 | | 3 | 5 | 6 | | |
| 7/18/2019 | 5 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | |
| 7/19/2019 | 2 | | | | | | | | | | |
| 7/20/2019 | | | | | | | | | | | |
| 7/21/2019 | | | | | | | | | | | |
| 7/22/2019 | 2 | | | | | | | | | | |
| 7/23/2019 | 2 | 15 | | | 3 | | 4 | | 2 | 1 | |
| 7/24/2019 | 4 | 1 | | 2 | | 1 | 2 | 9 | | | 1 |
| 7/25/2019 | 1 | | | | | | 8 | 1 | 1 | | |
| 7/26/2019 | 2 | | | | | | | | | | |
| 7/27/2019 | | | | | | | | | | | |
| 7/28/2019 | | | | | | | | | | | |
| 7/29/2019 | 3 | | | | | | | | | | |
| 7/30/2019 | 6 | 4 | 4 | | 2 | | 18 | 3 | 2 | | |
| 7/31/2019 | 1 | 1 | | 2 | 1 | | | | 1 | 2 | 2 |
| | 47 | 46 | 9 | 10 | 21 | 8 | 64 | 36 | 16 | 6 | 11 |

| Date | Phone | Window | CC (FARE) | Mail Pay | In Person Pay | Motions | Mail Out | Mail In | CC Web (loc) | CC Web (Inloc) | Lock Box | |
|--------------|-------|--------|-----------|----------|---------------|---------|----------|---------|--------------|----------------|----------|---|
| 8/1/2019 | 6 | | | | | | | | | | | |
| 8/2/2019 | 1 | 4 | 1 | 1 | 1 | 3 | 17 | | | | | |
| 8/3/2019 | | | | | | | | | | | | |
| 8/4/2019 | | | | | | | | | | | | |
| 8/5/2019 | | | | | | | | | | | | |
| 8/6/2019 | 4 | 3 | 2 | | 3 | | | | | 2 | | |
| 8/7/2019 | 6 | 4 | 2 | | 1 | 1 | | | | | | |
| 8/8/2019 | 3 | 6 | | | 2 | 2 | | 12 | 1 | | 1 | |
| 8/9/2019 | 1 | | | | | | | | | | | |
| 8/10/2019 | 1 | | | | | | | | | | | |
| 8/11/2019 | | | | | | | | | | | | |
| 8/12/2019 | 1 | | | | | | | | | | | |
| 8/13/2019 | 10 | 6 | 3 | | | | | | | | | |
| 8/14/2019 | 4 | 8 | | | 3 | 5 | | | 1 | | 1 | |
| 8/15/2019 | 7 | 3 | 1 | 2 | 2 | 1 | 15 | 14 | 1 | | 1 | |
| 8/16/2019 | 1 | | | | | | | | | | | |
| 8/17/2019 | | | | | | | | | | | | |
| 8/18/2019 | | | | | | | | | | | | |
| 8/19/2019 | | | | | | | | | | | | |
| 8/20/2019 | 7 | 20 | 1 | | 4 | | | | | 2 | | |
| 8/21/2019 | 8 | | | 2 | | | 5 | | | | | |
| 8/22/2019 | 8 | 1 | | 1 | 1 | | 6 | 4 | | | | |
| 8/23/2019 | | | | | | | | | | | | |
| 8/24/2019 | | | | | | | | | | | | |
| 8/25/2019 | | | | | | | | | | | | |
| 8/26/2019 | 1 | | | | | | | | | | | |
| 8/27/2019 | 6 | 4 | 4 | | 3 | 2 | 4 | | | 5 | | |
| 8/28/2019 | 3 | 2 | | | | | 1 | | | | | |
| 8/29/2019 | 1 | 5 | | 3 | | | 4 | 7 | 1 | | 1 | |
| 8/30/2019 | | | | | | | | | | | | |
| 8/31/2019 | | | | | | | | | | | | |
| Total | 79 | 66 | 14 | 9 | 20 | 14 | 52 | 37 | 13 | | 2 | 3 |

SEPTEMBER 2019

| Date | Phone | Window | CC (FARJ) | Mail Pay | In Person Pay | Motions | Mail Out | Mail In | CC Web (loc) | CC Web (nloc) | Lock Box |
|--------------|-------|--------|-----------|----------|---------------|---------|----------|---------|--------------|---------------|----------|
| 9/1/2019 | | | | | | | | | | | |
| 9/2/2019 | | | | | | | | | | | |
| 9/3/2019 | 6 | 7 | 2 | | 2 | 2 | | | | | |
| 9/4/2019 | 5 | 4 | 2 | | 1 | 1 | | 4 | | | 1 |
| 9/5/2019 | 2 | 6 | | | 4 | 2 | 27 | 2 | | | |
| 9/6/2019 | | | | | | | | | | | |
| 9/7/2019 | | | | | | | | | | | |
| 9/8/2019 | | | | | | | | | | | |
| 9/9/2019 | | | | | | | | | | | |
| 9/10/2019 | 12 | 4 | 3 | | 2 | 1 | | | 2 | | |
| 9/11/2019 | 7 | 3 | | 2 | 2 | 2 | | 8 | | | 3 |
| 9/12/2019 | 4 | 2 | 1 | | 1 | 1 | 14 | 2 | 1 | | |
| 9/13/2019 | 3 | | | | | | | | | | |
| 9/14/2019 | 1 | | | | | | | | | | |
| 9/15/2019 | 2 | | | | | | | | | | |
| 9/16/2019 | 6 | | | | | | | | | | |
| 9/17/2019 | 21 | 18 | | | 4 | | | | 2 | | |
| 9/18/2019 | 8 | 2 | 2 | | | | | | 3 | | |
| 9/19/2019 | 6 | 5 | | 2 | 1 | 1 | 15 | 7 | 2 | | 3 |
| 9/20/2019 | 1 | | | | | | | | | | |
| 9/21/2019 | | | | | | | | | | | |
| 9/22/2019 | | | | | | | | | | | |
| 9/23/2019 | | | | | | | | | | | |
| 9/24/2019 | 10 | 6 | 2 | | 1 | 2 | | | | | |
| 9/25/2019 | 1 | 4 | | | 2 | 2 | | 5 | 4 | | 1 |
| 9/26/2019 | 3 | 1 | | | | | 17 | 4 | | | 1 |
| 9/27/2019 | | | | | | | | | | | |
| 9/28/2019 | | | | | | | | | | | |
| 9/29/2019 | | | | | | | | | | | |
| 9/30/2019 | | | | | | | | | | | |
| 9/31/2019 | | | | | | | | | | | |
| Total | 98 | 62 | 12 | 4 | 20 | 14 | 73 | 32 | 14 | 3 | 8 |

ARIZONA CODE OF JUDICIAL ADMINISTRATION

Part 1: Judicial Branch Administration

Chapter 3: Judicial Officers and Employees

Section 1-304: Discrimination and Harassment

- A. Policy.** Discrimination and harassment, including sexual harassment, in the workplace are prohibited. Employment discrimination and harassment based on race, sex, gender, religion, national origin, ethnicity, disability, age, sexual orientation, marital status, socioeconomic status, or political affiliation are forbidden. Such conduct is grounds for discipline of judicial branch employees, up to and including dismissal; grounds for discipline of judges by the Commission on Judicial Conduct; and grounds for termination of vendor contracts when the conduct is by a vendor employee.

Every judge and judicial branch employee must strive to create a work environment free of discrimination and harassment. As required by the Code of Judicial Conduct and the Code of Conduct for Judicial Employees, all judges and judicial branch employees must avoid bias, prejudice and harassment in the performance of their duties, treat other judicial branch employees, court users, and the public with dignity and respect, and comply with this policy.

Sexual harassment is sex discrimination that violates individual rights and state and federal law. Sexual harassment is also a form of misconduct that undermines the integrity of the employment relationship and of the court itself. All judges and judicial branch employees must be able to work in an environment that is free from unsolicited and unwelcome sexual overtures and innuendo. Sexual harassment debilitates morale and interferes with productivity. Therefore, sexual harassment is unacceptable conduct in the workplace.

- B. Definitions.** In this section, the following definitions apply:

“Discrimination” is differing treatment of an individual, involving any term or condition of employment, based on that individual's race, sex, gender, religion, national origin, ethnicity, disability, age, sexual orientation, marital status, socioeconomic status, or political affiliation. Discrimination based on these protected classes is prohibited by state and federal law. Courts have held discrimination against an individual because of sexual orientation or because of gender identity, including transgender status, is discrimination because of sex in violation of Title VII.

“Harassment” is verbal or physical conduct or any form of communication that is directed at an individual because of his or her race, sex, gender, religion, national origin, ethnicity, disability, age, sexual orientation, marital status, socioeconomic status, or political affiliation and that is sufficiently severe, pervasive, or persistent to have the purpose or effect of creating a hostile environment. Courts have held harassment of an individual because of sexual orientation or because of gender identity, including transgender status, is harassment because of sex in violation of Title VII.

“Sexual harassment” includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, other verbal or physical conduct or any other form of communication of a sexual nature when:

1. Submission to that conduct or communication is made an explicit or implicit term or condition of obtaining or continuing employment.
2. Submission to or rejection of that conduct or communication by an individual is used as a factor in employment decisions affecting the individual.
3. The conduct or communication has the purpose or effect of substantially interfering with an individual's employment or of creating an intimidating, hostile, or offensive environment.

Sexual harassment may involve relationships of unequal power. Such situations might contain elements of coercion, such as when compliance with requests for sexual favors becomes a criterion for granting or denying privileges or for favorable or unfavorable treatment on the job; however, sexual harassment also might involve relationships among peers, such as when repeated unwelcome advances or unwelcome sexual comments by one co-worker toward another co-worker has a harmful effect on the latter's ability to perform his or her job. Sexual harassment also might involve employee behavior directed at non-employees or non-employee behavior directed at employees. Sexual harassment may occur when it is directed at members of the opposite gender or when it is directed at members of the same gender.

“Workplace” is any location where a judge or an employee is present due to court employment; including locations outside the courthouse or court office, travel to and from those locations, and court sponsored events.

“Retaliation” is an adverse action (e.g., termination, denial of promotion, refusal to hire, unjustified discipline or evaluation, etc.) taken against an individual to deter protected activity or for engaging in protected activity. Protected activity consists of: (1) opposing conduct reasonably believed to constitute discrimination, including harassment, which violates a nondiscrimination statute, this code section, or court policy; (2) reporting such conduct; or (3) testifying, assisting, or participating in any manner in an investigation or other proceeding related to a discrimination complaint.

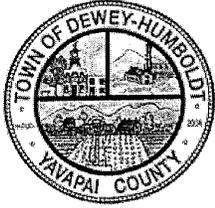
- C. Duty to Report.** Employees, applicants, and other persons discriminated against or harassed or who have personal knowledge of discrimination or harassment by judges or judicial branch employees in the course of their duties or by anyone in court facilities are responsible for promptly reporting such conduct in accordance with the procedures applicable to each court. Each employee has an affirmative duty to maintain a workplace free of discrimination, harassment, and intimidation. Any form of retaliation against an individual for reporting discrimination or harassment truthfully to the best of that person’s knowledge is prohibited and shall be grounds for disciplinary action, which may include termination. A false and malicious report of harassment, discrimination or retaliation (as opposed to a report that, even if erroneous, is made in good faith) will be the subject of appropriate disciplinary action.

D. Implementation. Judges and court administrators responsible for the administration of each court shall implement this policy individually or in conjunction with other courts or other governmental entities in the same county or jurisdiction by adopting policies and procedures that are approved by the presiding judge of the county and contain, at a minimum, the following elements:

1. Effective dissemination of this policy and local procedures to every employee by such means as posting in areas highly visible to employees, publication on the court website, and inclusion in employee orientation materials and education materials on this subject.
2. An explanation of the prohibited conduct, including all forms of discrimination and harassment based on race, sex, gender, religion, national origin, ethnicity, disability, age, sexual orientation, marital status, socioeconomic status, or political affiliation.
3. A reporting system, available to persons who might experience discrimination or harassment and those who might observe discrimination or harassment, that provides multiple avenues to report in an easily accessible manner.
4. Referral to the Commission on Judicial Conduct for investigation of alleged misconduct of a judge.
5. Clear reporting and investigation procedures.
6. A prompt, thorough, and impartial investigation of employees conducted by a trained investigator.
7. A statement that any information gathered as part of an investigation will be kept confidential to the extent possible consistent with thorough and impartial investigative and disciplinary processes.
8. Assurance of immediate and appropriate corrective action and that the reporting and investigated employees will be informed of the investigation result.
9. Assurance that a reporting or witnessing employee will be protected from retaliation.

E. Education. The Administrative Office of the Courts through its Education Services Division shall provide educational opportunities for judges and judicial branch employees regarding this policy statement. Presiding judges of each county shall ensure additional educational opportunities are offered for judges and judicial branch employees within their county regarding this policy and local policies and procedures. Judges, managers, and supervisors must receive education regarding their role and responsibility to identify discrimination and harassment and to take appropriate action pursuant to this policy and local procedures.

Adopted by Administrative Order 2018-65, effective July 18, 2018.



Dewey-Humboldt Magistrate Court Quarterly Court Security Meeting

Tuesday, September 3, 2019 at 10:30am
Dewey-Humboldt Magistrate Court
2735 South Highway 69
Humboldt, AZ 86329

A G E N D A

Committee Members: Lt. Victor Dartt, YCSO
Ed Hanks, Town Manager
Judge Suits, Town Magistrate
Therese Christopher, Court Administrator

| # | Topic | | | | |
|----|--|--|--|--|--|
| 1. | Overview Supreme Court Security Mandate (Standards adopted for Arizona Courts) Court Security Plan Assessment – Court Building Quarterly Meetings – Committee Members Facilities/Equipment – Yearly Grant Money Entry Way Screening - Court Level In-Custody Defendants - Transporting Employee /Security Officer Training – Court Level | | | | |
| 2. | Existing Assessment / Current Building | | | | |
| 3. | New Assessment / New Building / During Design Phase? | | | | |
| 4. | Current Grant Money / New Building camera's (6), panic buttons (4), hand-wand (1) | | | | |
| 5. | Future Grant Money / Ongoing Yearly Locker for weapons, bomb resistant glass, bullet resistant bench, other? | | | | |
| 6. | Criminal Court Day - YCSO VIP / Entry Way Screening with Hand-Wand? - Posted Weapons Policy | | | | |
| 7. | Quarterly Meetings / Committee Members? / Fire Department? | | | | |
| 8. | Court Security Plan / Town Emergency Plan -updated – incident response? - training Town/Court employees? | | | | |
| | Round Table Discussion - Adjourn – Schedule Next Meeting | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| | |
|----------------|--|
| Next Meetings? | |
| 2019 December | |
| 2020 March | |
| June | |
| September | |

Community Service / Library

Christopher, Therese

Wed 9/4/2019 4:18 PM

To:Suits, Douglas <dsuits@courts.az.gov>;

Victoria called from the library and wanted me to let you know they are not interest at this time. They will be going with another volunteer program. She wanted to mention to you the Fire Wise Program as she used to be on that committee and thought they may be interested. If you need contact #s let her know. (I think though you already spoke to Ed regarding this.)

Therese Christopher
Court Administrator
Dewey-Humboldt Magistrate Court
2735 South Highway 69
PO Box 492
Humboldt, AZ 86329
Phone: 928-632-0008 Fax: 928-632-7987
tchristopher@courts.az.gov

FW: VIPs as security

Dewey-Humboldt Magistrate

Tue 9/10/2019 9:07 AM

To: Suits, Douglas <dsuits@courts.az.gov>

From: Victor Dartt <Victor.Dartt@yavapai.us>

Sent: Monday, September 09, 2019 9:21 AM

To: Dewey-Humboldt Magistrate <deweyhumboldtmagistrate@courts.az.gov>

Subject: VIPs as security

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Just FYI, I ran the idea of the VIPs up the chain of command and the consensus is, we don't feel comfortable with them being that hands-on. Realistically, nothing may ever happen, but if it did, we would be putting them in a potentially dangerous position.

However, if a situation does arise where you anticipate there could be a concern, for any reason, please reach out and we will try to assign a certified deputy to be present.

Thanks!

**LIEUTENANT VICTOR DARTT
YAVAPAI COUNTY SHERIFF'S OFFICE
SOUTHERN AREA COMMAND
DESK (928)777-7399**

YAVAPAI COUNTY

LIMITED JURISDICTION JUDGES MEETING

SEPTEMBER 20, 2019 12:00 COTTONWOOD MUNICIPAL COURT

AGENDA

- ✓ 1. Welcome and Introductions
- ✓ 2. Judge Napper & Beya Thayer; mental health issues
- ✓ 3. Release to Treatment Form & Procedure
- ✓ 4. Setting Bond or Arrest Warrant Bail? How much are drugs worth? Here and elsewhere... - DPS Drug Interdiction K9 Trooper Robert Huijkmán
- ✓ 5. Judge Joan Dwyer – DUI Trial Scheduling Standardization
- ✓ 6. Upcoming Rule Changes that Effect LJ Courts... AZCOURTS.GOV/EVICTION
7. Rolf Eckels – Court Security
8. Life Skills / Wise Choices for Drug Counseling?
9. Getting on COA Division 1 and Supreme Court opinion notification email list:

Supreme Court: www.azcourts.gov/clerkofcourt/auto-notification-sign-up

COA Div. 1 or 2: www.azcourts.gov/azcourts then,

Tab to: Court of Appeals, then

Tab to: Division 1 (or 2), then

Tab to: Subscribe

10. New Business?

11. Next Meeting Date: Nov 10-15 - Mental Health



PHOENIX FIELD DIVISION

Biannual Drug Price List

January—June 2019

This brochure was prepared by: Division Intelligence Groups, DEA Phoenix Field Division. 571-362-5600

| MARIJUANA | |
|-------------------|-------------|
| PHOENIX: | |
| Pound | \$300-\$410 |
| Gram (Liquid THC) | \$40 |

| METHAMPHETAMINE | |
|-----------------------|-----------------|
| PHOENIX: | |
| Pound | \$1,110-\$1,700 |
| 1/2 Pound | \$650-\$800 |
| 1/4 Pound | \$500 |
| Ounce | \$130-\$160 |
| 1/8 Ounce (8-ball) | \$50 |
| TUCSON: | |
| Pound | \$1,300-\$2,000 |
| YUMA: | |
| Pound (Navajo County) | \$2,300 |
| Ounce (Mohave County) | \$300 |

| COCAINE | |
|--------------------|-------------------|
| PHOENIX: | |
| Kilogram | \$22,500-\$28,000 |
| 1/2 Kilogram | \$12,250-\$13,000 |
| 1/4 Kilogram | \$6,300 |
| 1/4 Pound | \$3,500 |
| Ounce | \$900-\$1,000 |
| 1/2 Ounce | \$500 |
| 1/4 Ounce | \$250 |
| 1/8 Ounce (8-ball) | \$200-\$220 |
| TUCSON: | |
| Kilogram | \$21,000-\$26,000 |
| Ounce | \$900 |
| Gram | \$30 |

| HEROIN | |
|--|-------------------|
| (Listed heroin prices are for Mexican Black Tar Heroin unless otherwise noted) | |
| PHOENIX: | |
| Kilogram | \$18,000 |
| Kilogram (WHITE) | \$24,000 |
| 1/2 Pound (BROWN) | \$5,500 |
| 1/2 Ounce (BROWN) | \$250 |
| 1/8 Ounce (8-ball) (BROWN) | \$100 |
| TUCSON: | |
| Kilogram | \$18,000-\$22,000 |
| Ounce (BROWN) | \$700-900 |
| Gram | \$14 |
| YUMA: | |
| Ounce (BROWN) (Mohave County) | \$920 |

| SYNTHETICS/OTHER DRUGS | |
|------------------------|----------|
| FENTANYL | |
| PHOENIX: | |
| Per pill | \$3-\$11 |
| TUCSON: | |
| Per pill | \$8-\$10 |
| YUMA: | |
| Per pill | \$6 |
| MDMA | |
| TUCSON: | |
| Per pill | \$9 |
| LSD | |
| TUCSON: | |
| 1/2 Gram | \$5,000 |

These prices are based primarily on field reports, interviews, and Post Seizure Analysis obtained by the analysts in the Phoenix Field Division. The prices are current prices obtained during this reporting period. If there is no price listed for a specific drug/mg/tablet/dosage unit, there was no information available during this reporting period. Historical prices may be obtained for any drug by contacting the PFD Intelligence Group.



Yavapai County Sheriff's Office
Inmate Services Bureau

(928) 554-8738 sheriffdetentionreleasecoordinators@yavapai.us

Reach Out Initiative Post-Screening Report

Date: _____

Inmate Name: _____ Inmate DOB: _____

Inmate Name #: _____ Booking Number# _____

The individual referenced above agreed to a qualification screening for post release assistance. It has been determined that this person:

_____ Has a potential need for referral to mental health services.

Screening Results; Low Moderate High See below for further information

_____ Has a potential need for referral to substance abuse services.

Screening Results; Low Moderate High See below for further information

_____ Has a potential need for referral to other services.

Subject Identified with deficiencies in the following areas; Physical Health Homelessness
Transportation Veteran Services Unemployment Children At Home That May Be Affected
By Their Incarceration Lack of Insurance See below for further information

_____ Does not identify with needs for referral to any services at this time

Reason: _____

Based on screening outcomes, the defendant is willing to engage in the following services if released from custody:

Defendant Agrees To Participate In The Following Services Upon Release(list all that apply):

Prior Behavioral Health Provider Enrollment If Applicable:

Potential Funding Source(s) For Agreed Upon Services:

Location that the Defendant Intends On Residing At Post Release:

Other Notes Or Pertinent Information:

Personnel Completing Form: _____

For further questions or clarification, please consult with the Inmate Release Coordinator present during initial appearance or make contact using the above contact info.

***This document is inadmissible in all court proceedings.

Additional Order Release to Treatment

IT IS ORDERED the Defendant be released from custody to participate in any treatment deemed appropriate by the treatment provider listed in the Reach Out Post Screening Report and to comply with the treatment plan.

IT IS FURTHER ORDERED:

The defendant agrees to be transported directly upon his release to complete an intake or update their current treatment plan with the treatment provider listed in the Reach Out Post Screening Report. Release may be delayed in order to facilitate the coordination of the transport of the Defendant to the treatment provider.

or

The defendant shall be released as of this date to complete an intake or update their current treatment plan with the treatment provider listed in the Reach Out Post Screening Report no later than 7 days from release.

IT IS FURTHER ORDERED

If the Defendant changes treatment providers while released, a notice of the change must be filed with the Court no later than the Defendant's next appearance in Court.

The Defendant must have evidence from the treatment provider of participation in treatment at each Court hearing. This may be filed with the Court by the Defendant's attorney if applicable.

A failure to follow these orders may result in the Defendant's Release conditions being revoked.

Date

Defendant

Date

Judicial Officer

YAVAPAI COUNTY, STATE OF ARIZONA
 JUSTICE COURTS and MAGISTRATE COURTS

9-17-19
Per YCSO Fees Still Same

FEE SCHEDULE – SHERIFF & CONSTABLE FEES FOR SERVICE OF CIVIL PAPERS

EFFECTIVE: JANUARY 1, 2015

Old? No Updated Version Available?

SEE A.R.S. §11-445 FOR ALL FEES. PER A.R.S. §11-445.17 - YAVAPAI COUNTY COLLECTS ADDITIONAL \$5.00 FOR A CIVIL ACTION WRIT FEE AS AUTHORIZED BY THE BOARD OF SUPERVISORS. EFFECTIVE JULY 25, 2008.

PRIVATE PROCESS SERVERS – SEE 11-445I

WAIVER OR DEFERRAL OF FEES: APPLICATION AND FINANCIAL STATEMENT MUST BE REVIEWED AND APPROVED BY COURT. SEE ALSO: <http://www.azcourts.gov/courtfillingfees/WelcometoCourtFilingFees>

| TYPE OF DOCUMENT TO BE SERVED | SERVICE FEE | DEPOSIT REQUIRED BY SHERIFF |
|--|---|-----------------------------|
| FOR SERVICE AND RETURN OF: | | |
| SUMMONS IN A CIVIL SUIT - | \$16.00 | \$150.00 |
| SUMMONS TO A WITNESS - | \$16.00 | \$150.00 |
| SUBPOENA IN A CIVIL SUIT - | \$16.00 | \$150.00 |
| PETITION AND/OR INJUNCTION AGAINST HARASSMENT - | \$16.00 | -0- |
| HARASSMENT INJUNCTION FOR DATING RELATIONSHIP - | -0- | -0- |
| PETITION AND/OR ORDER OF PROTECTION - | -0- | -0- |
| SUMMONS FORCIBLE DETAINER - | \$16.00 | \$150.00 |
| WRIT OF EXECUTION | | |
| LEVY - | \$24.00 | \$150.00 |
| RETURN - | \$16.00 | |
| WRIT OF GARNISHMENT - SERVE AND RETURN | \$40.00 | \$150.00 |
| WRIT OF RESTITUTION - EXECUTE AND RETURN | \$48.00 Plus \$40.00 per hour per deputy for actual time spent in excess of 3 hours. | \$150.00 |
| PREPARATION AND NOTARIZING EACH AFFIDAVIT OR DOCUMENT PERTAINING TO SERVICE | \$8.00 | INCLUDED IN DEPOSIT |
| MILEAGE FEE FOR EACH ATTEMPT TO SERVE A DOCUMENT | \$2.40 PER MILE ONE WAY (\$16.00 MINIMUM) Constable calculates mileage from Justice Court | INCLUDED IN DEPOSIT |

Sheriff & Constable Fees - Bond Schedule 1-1-15 AMGLAAB



COUNCIL COMMUNICATION

Study Session Meeting Date: **October 8, 2019**

Agenda Item: **4.D.**

Submitted by: Edward L. Hanks, Jr., Town Manager

Subject:

Discussion and consideration of an Emergency Access Standard.

Purpose:

To receive Council feedback on the Emergency Access Standard.

Background:

At the August 13, 2019, Study Session, the Council directed staff to separate the Emergency Access Standard from the Country/Gravel Road Standard and return to Council for feedback.

The attached is a draft Emergency Access Standard for Council review and input.

Once the Emergency Access Standard is acceptable to Council, staff will bring both it and the Country/Gravel Road Standard forward as a proposed ordinance, to codify the standards.

Financial Impact:

Following acceptance of a road for maintenance by the Town, there will be a two-year guarantee period during which repairs will be made at no cost to the Town. The Town will pay for routine maintenance during the guarantee period, and for repair and maintenance following the guarantee period.

Attachments:

Standard, entitled "Minimum design and constructions standards for Emergency roads within Dewey-Humboldt"

Town of Dewey-Humboldt
P.O. Box 69
Humboldt, AZ 86329

| | |
|---|--|
|  <p>TOWN OF DEWEY- HUMBOLDT DEPARTMENTAL REGULATION</p> | |
| <p>Department: Public Works</p> | |
| <p>Subject: <i>Minimum design and construction standards for Emergency roads within Dewey-Humboldt.</i></p> | |

1. **Scope.** This procedure applies **minimum** standards for the design and construction of Emergency roads within public and private rights of way and easements in The Town of Dewey-Humboldt, Arizona.
2. **Purpose.** To establish criteria for safe, adequate access to Emergency roads within the Town of Dewey-Humboldt.
3. **Right-of-Way Requirements.**
 - 3.1. Minimum Right-of-Way Widths for Emergency roads.
 - 3.1.1. Emergency Access - 25' minimum.
4. **Road Width Requirements.**
 - 4.1.1. Minimum Emergency drivable surface widths:
Emergency Access - 16' wide
5. **Design Standards.**
 - 5.1. Design speeds may be decreased for Emergency roads as approved by the Town Public Works Director or Town Engineer.
 - 5.2. Vertical Alignment:
 - 5.2.1. Street grades of twelve (12) percent shall have a maximum length of six hundred (600) feet. (Wherever possible)
 - 5.2.2. Shoulders minimum 2' each side of drivable surface.
 - 5.2.3. Roadside drainage channels shall be in accordance with the drainage analysis and the drainage plan as approved by the Yavapai County Flood Control and the Town.
 - 5.2.4. All Emergency roads shall have a finished maintainable surface.
 - 5.2.5. Inverted crown Emergency roads will not be acceptable without approval of a variance.
 - 5.2.6. All road improvements shall conform to Maricopa Association of Governments (M.A.G.) construction standards as approved by the Town.
 - 5.3. Design Criteria for Road Drainage.
 - 5.3.1. All-natural drainages crossing the Emergency road will be culverted unless approved otherwise by Yavapai County Flood Control and/or Town.

5.3.2. All roadside drainage channels will be constructed prior to the laying of the finish material. Inlet and outlet erosion protection shall be implemented to prevent sediment transport.

5.3.3. Whenever possible, storm water shall be conveyed separately from the Emergency road system and defined drainage ways shall follow existing alignment.

5.3.4. Minimum cover of fill over culverts must be provided to maintain the structural integrity of the pipe under anticipated loading conditions. Culvert manufacturers provide minimum cover requirements for prefabricated pipe. The minimum size culvert allowed across an Emergency road will be 18" in diameter or arch/squash equivalent. Inlet and outlet erosion protection shall be implemented to prevent sediment transport.

5.4. Drainage Reports shall be in accordance with Yavapai County Drainage Criteria Manual and will be subject to review for conformance with regulatory flood control requirements.

6. **Construction Standards for Emergency roads.**

6.1. All construction shall be in accordance with the approved improvement plans, and any changes in construction from the approved plans shall be preapproved by the Town.

6.2. Any errors or omissions discovered at the time of construction shall be corrected by the responsible party at no cost to The Town.

6.3. Construction Inspection and Submittals.

6.3.1. Inspection by Town representative will be done on the following stages:

6.3.1.1. Subgrade Completion - all utilities, culverts, ditches, shaping to finished subgrade, etc. complete in place.

6.3.1.2. Final with finish material complete in Place.

6.3.2. The Town will inspect on a total-stage completion basis and not on a partial-stage completion basis.

6.3.3. It shall not be assumed that inspection by the Town Engineer's office will in any way eliminate the need for regular inspection during the construction period

6.3.3.1. The engineering firm and/or inspecting firm shall document, verify and report to the Town Engineer's office all pertinent information relative to quality control for all improvements being installed, and in accordance with the quality control and testing section of this document.

6.3.3.2. All laboratory reports deemed necessary for quality control and testing and as specified in the documents, along with compaction test results, will be submitted to the Town Engineer's office by the inspecting firm as backup data for the bi-monthly progress report.

6.3.3.3. The responsibility for the construction of all projects shall lie with the contractor/developer.

6.3.3.4. The costs for the above required quality control shall be borne by the developer and/or contractor.

6.3.3.5. Any questions as to construction standards, interpretation of results, or methods of construction, shall be brought to the Town Public Works Director's attention for interpretation.

6.4. Testing and Sampling. All testing and sampling will be performed by a qualified and approved laboratory and/or engineering firm, in accordance with the applicable provisions of ASTM and the quality control and testing section of this document, with the results submitted to the Town Engineer's office.

7. Utilities.

7.1. All utilities required in Emergency road rights-of-way will be designed in accordance with the standards specified by the respective utility company and approved by the proper regulatory agency with placement location reviewed and approved by the Town.

7.2. Utility depth, separation, and requirements shall conform to applicable standards (e.g., Arizona Administrative Code, Arizona Department of Environmental Quality, private utility companies).

7.3. All above ground devices shall be outside of the Emergency roadway template and located as near to the right of way as feasible.

7.3.1. No closures, transformers, standpipes, poles, etc., will be allowed in any surface drainage ditch.

7.3.2. Utility ditches outside of Emergency roadway prism must be compacted to 95% proctor.

7.4. As-built utility plans sealed by a Professional Engineer registered in the State of Arizona will be submitted to the proper utility company as required by the respective utilities and the Town.

8. Variations. Procedure for variance from these specifications shall be as follows:

8.1. A written statement to the Town requesting a variance, with reasons for variance. The Town shall investigate the request and present the variance request to the Town Council at the time the plat is considered at the public hearing.

8.2. Variance requests shall follow the Town's normal variance procedure.

9. Town Acceptance.

9.1. Action by the Town Council.

10. Material Specifications.

10.1. Subgrade. The subgrade of the Emergency roads shall be thoroughly compacted to at least 95% of maximum density, based on standard proctor, by wetting and rolling. The compacted depth shall not be less than 6".

10.1.1. The materials for the subgrade of an Emergency road shall meet and be constructed in accordance with M.A.G. Standard Specification 702.

Base material shall be placed in uniform layers not to exceed 6" in depth. Each layer shall be bladed to a smooth surface conforming to the cross section shown on the plans and shall be watered and thoroughly rolled in a manner satisfactory to obtain a minimum compaction of 95% of maximum density, based on a standard proctor. Testing shall be in accordance with the quality control and testing section of this document.

11. **Guarantee.** All work shall be guaranteed for a period of two years beginning at the time of final acceptance by the Town Council.

| | |
|------------------------------|----------------|
| TOWN MANAGER APPROVAL | Initial: _____ |
| Notes: _____ | |

S:\Legal Counsel laws and regulations\Departmental Regulations\Engineering\ENG10-01 Road Standards.doc

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COUNCIL COMMUNICATION

Study Session Meeting Date: **October 8, 2019**

Agenda Item: **4.E.**

Submitted by: Edward L. Hanks, Jr., Town Manager

Subject:

Overview and discussion of draft Ordinance No. 19-148, amending the Dewey-Humboldt Code of Ordinances, § 30.109, to allow public comment at all types of public meetings.

Purpose:

To receive feedback from the Council on the draft ordinance.

Background:

At the September 17, 2019, Town Council Regular Meeting, the Council directed the Town Attorney to draft an ordinance amending the Town Code to allow for public comment during Study Sessions and public meetings.

The attached ordinance would amend the Town Code, Section 30.109(E)(6) to clarify that public comment is allowed during all types of Council Meetings and on all items, except for items that are designated as Executive Session on the agenda. In addition, Section 30.109(E)(1) would be amended, to clarify that the presiding officer will ask for other Council questions or concerns, rather than polling members.

Following tonight's meeting, staff will finalize the ordinance and add it to the October 15, 2019, meeting agenda for a formal vote.

Financial Impact:

There is no cost to the Town for allowing public comment at all Council meetings. Standards costs associated with ordinance adoption include:

- Printing costs to post the ordinance (minimal);
- Publication costs to publish the ordinance in a newspaper of general circulation; and,
- Costs for the third-party codifier to codify the changes into the online Town Code.

Sufficient funds for the anticipated expenditure in this fiscal year are budgeted in accounts 10-414-6200 and 10-414-5100.

Attachments:

Draft Ordinance No. 19-148.

ORDINANCE 19-148

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, COUNTY OF YAVAPAI, ARIZONA, AMENDING THE TOWN OF DEWEY-HUMBOLDT, ARIZONA CODE OF ORDINANCES, TITLE III ADMINISTRATION, CHAPTER 30 TOWN COUNCIL AND OFFICIALS, BY AMENDING § 30.109 PROTOCOL AT MEETINGS TO ALLOW PUBLIC COMMENT AT ALL TYPES OF PUBLIC MEETINGS.

Whereas, the Town of Dewey-Humboldt Town Council desires to allow public comments without motion from council members and believes it to be in the best interest of the Town and its residents to do so.

Now, Therefore, Be it ordained by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, that the Town of Dewey Humboldt Code of Ordinances, Title III Administration, Chapter 30 Town Council and Officials, Section 30-109 -Protocol at Meetings, is hereby amended to read as follows (*additions in underlined upper case text, deletions in strike out text*):

30.109 PROTOCOL AT MEETINGS.

(A) Preamble. Members of the Town Council are elected to represent their voting constituents and the citizens of Dewey -Humboldt. As such, each member of Council has the right to express his or her representation without being assailed in regard to that representation or in regards to their own personal political affiliations, religious preference, marital status, sexual orientation. Further, members of Council shall not be the subject of retribution from the Chair in any manner or form or in a manner of retribution for holding their view in all matters that come before Council. In addition, the right of a member to address the City Council on a question of personal privilege shall be limited to cases in which the member's integrity, character, or motives are assailed, questioned or impugned.

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

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

(2) In case of conflict between *Robert's Rules* and the Dewey-Humboldt code of ordinances, the code of ordinances shall prevail.

(C) Procedures in general.

(1) The presiding officer at any meeting shall rule on any point of order raised by a Councilmember. Only Councilmembers may raise points of order. The presiding officer shall request advice from other members of the body or an appointed parliamentarian before making a ruling. However, any member may, on

a point of order, call for a vote on the ruling and specify an alternative ruling. A vote shall then be called on the point of order and, if a majority of members vote in favor of the proposed alternative ruling, the presiding officer shall defer to the opinion of the majority of the members for that meeting of the body. Otherwise the presiding officer's ruling shall stand. The presiding officer may impose reasonable limits to the time allotted for each member to speak during the discussion phase of the proceedings, but if additional time is requested by the member, the presiding officer shall ask for a vote to extend additional time, and if a majority of members agree, the time shall be granted.

(2) The presiding officer shall not use his position as Chair of the meeting to debate other Councilmembers in a condescending manner and shall avoid questioning the motives of others or using indecorous language.

(D) Meeting operational procedures.

(1) A Councilmember desiring to speak shall address the presiding officer and, upon recognition, shall confine his or her comments to the agenda item, avoid discussion of personalities and indecorous language and refrain from personal attacks and verbal abuse.

(2) A Councilmember or the presiding officer who desires to ask a question of staff shall address the question to the Town Manager who shall address the question or may designate another staff member to address the question. Councilmembers shall not berate or admonish staff members or the Town Manager.

(3) A Councilmember who has been recognized and given the floor, shall not be interrupted while speaking unless called to order by the presiding officer; a point of order is raised by another member; or the speaker chooses to yield the floor. If a Councilmember is called to order, that member shall immediately cease speaking until the question of order is settled by a vote of Council. If ruled to be in order, the member shall be permitted to proceed. If ruled out of order, the member shall remain silent or may make additional remarks only in compliance with Council rules.

(4) The Mayor and Councilmembers shall comply with the Arizona open meeting law and confine their questions, comments and discussions to the agenda item under consideration by Council.

(5) The Mayor and every Councilmember have a duty to vote and shall vote on all matters except a matter involving his or her own official conduct or where he or she declares a conflict of interest, whether actual or apparent. A Councilmember who declares a conflict of interest shall leave the dais, not participate in the discussion, and refrain from influencing the votes of the remaining Councilmembers. A failure to vote or a voluntary abstention shall count as an "aye" vote unless the Councilmember has declared a conflict of interest.

(6) All motions require a second to be considered by Council. The Councilmember seconding a motion is not required to vote or speak in favor of the motion. If there is no second, the motion fails for lack of a second.

(7) Except as provided in division (D)(9), a Councilmember may change his or her opinion or vote at any time up and until the vote is taken and the final result is announced.

(8) At the request of any Councilmember, a roll call vote shall be taken. Councilmembers shall not explain their vote during the roll call but shall respond either yea or nay to the question.

(9) After a decision on a motion, any Councilmember who voted with the majority may move to reconsider the item during the same meeting at which the decision being reconsidered was made. Once a motion to reconsider has been approved by majority vote, the original motion may again be discussed. After discussion, a revote on the original motion is taken. No more than one reconsideration of an item shall be permitted without unanimous consent of the Council.

(10) During a meeting, the Mayor or a Councilmember may propose a short intermission or recess by moving to recess for a specified length of time. A motion to recess may be made while business is pending; shall not interrupt a speaker; must be seconded; is not debatable; can only be amended to change the length of the recess; cannot be reconsidered; and requires a majority vote for approval. The length of time for the recess shall not detract from finishing the meeting agenda within the limits set forth in § 30.107.

(11) An act or motion to suspend the Council rules requires a majority vote of the Council for approval and shall not be made while another motion is pending unless it directly applies to the pending motion.

(E) Understanding Council's intent to receive public comments prior to voting on any matter on which Council will make a decision, the presiding officer shall allow public comments on all such matters subject to the following:

(1) Prior to receiving public comments on an item, the presiding officer shall ~~poll Council to~~ ensure Council's questions and concerns have been addressed BY ASKING IF THERE ARE OTHER COUNCIL QUESTIONS OR CONCERNS.

(2) No individual member of the public shall comment more than once on any item.

(3) Comments shall be limited to three minutes per person per item.

(4) Without consent from a majority of Councilmembers, the public comment period for each item shall be no more than 15 minutes.

(5) No public comments are permitted on executive session items.

(6) ~~No~~ Public comments are permitted during ALL TYPES OF Council

~~study or work sessions~~ WITHOUT MOTION OF ANY COUNCILMEMBERS ON ALL ITEMS EXCEPT EXECUTIVE SESSION ITEMS ~~unless the item is agendaized for formal action by Council or unless a Councilmember requests an exception be made and said exception is approved by a majority of the Council.~~

(F) *Changes to the rules of order.* Additional exceptions to *Robert's Rules* may be incorporated into the Town Council's rules and procedures at any time by formally amending this chapter, provided they are consistent with the laws of the State of Arizona. Amendments to any motion may be made according to the basic *Robert's Rules*.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, this ___ day of October, 2019, by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this _ day of October, 2019.

Terry Nolan, Mayor

ATTEST:

Timothy A. Mattix, Town Clerk

APPROVED AS TO FORM:

Bigelow Law Offices, PLC, Town Attorney
By Kay Bigelow

I, TIMOTHY A. MATTIX, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 19-145 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA ON THE ___ DAY OF _____, 2019, WAS POSTED IN THREE PLACES ON THE _____ DAY OF _____, 2019.

Timothy A. Mattix, Town Clerk

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COUNCIL COMMUNICATION

Study Session Meeting Date: **October 8, 2019**

Agenda Item: **4.F.**

Submitted by: Edward L. Hanks, Jr., Town Manager

Subject:

Discussion of the Town Hall lease agreement, for 2735 South Highway 69.

Purpose:

To provide an update on the amended and restated real property lease agreement for the current Town Hall location.

Background:

At the September 17, 2019 Council Meeting, Council directed staff to pursue lease negotiations with the owner of the current Town Hall location for continued use of the building as Town Hall.

At the time of releasing the Council packet, staff is awaiting response from the property owner. If the agreed-upon lease is returned before the meeting, staff will hand it out at the meeting.

Financial Impact:

The draft agreement contemplates a monthly base rent of \$4,418 for the first year of the lease (With a 1-year additional option if needed)– no change from the amount that the Town currently pays.

Sufficient funds for the rent in the current fiscal year have been budgeted in accounts 10-421-5303 (Court), 10-425-5501 (Sheriff), and 10-431-5500 (Town Hall).

Attachments:

Should the Town receive the lease from the property owner, copies will be provided at the meeting.

Town of Dewey-Humboldt
P.O. Box 69
Humboldt, AZ 86329

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COUNCIL COMMUNICATION

Study Session Meeting Date: **October 8, 2019**

Agenda Item: **4.G.**

Submitted by: Edward L. Hanks, Jr., Town Manager

Subject:

Overview and discussion of the responses received to the Town's Request for Proposals for Architectural Design Services ("RFP") for the Town Hall project, to be located at 13298 East Main Street. The Town received proposals from Headwaters Architecture P.C. and Michael Taylor Architects, Inc.

Purpose:

To present the responses received to the RFP and allow for discussion on the responses. Pending tonight's discussion, staff is planning to bring this back to Council for a formal vote at the October 15 Regular Meeting.

Background:

At the September 17, 2019 Regular Meeting, Council directed staff to begin the process of developing the property at 12938 East Main Street as a Town Hall location.

Subsequently, staff met with four firms involved previously with the RFP and invited the four firms to resubmit proposals for the new scope of work. The four firms were:

- Abacus Project Management Inc.
- Headwaters Architecture P.C.
- Michael Taylor Architects, Inc.
- Stroh Architecture, Inc.

Headwaters Architecture P.C. and Michael Taylor Architects, Inc. submitted responses.

The RFP:

- Informed the architects that the Town is searching for the most cost-effective solution for both initial and on-going maintenance costs.
- Separates the project into two buildings, for Town Hall and the Sheriff's Office, to keep overall construction costs lower.

Financial Impact:

- Headwaters Architecture - \$64,052
- Michael Taylor Architects - \$75,600

As an industry standard, typically design services are approximately 10-15% of the overall construction cost for a project.

Attachments:

RFP with Addendum 1 and 2; Proposals from Headwaters Architecture P.C. and Michael Taylor Architects, Inc.

Town of Dewey-Humboldt
P.O. Box 69
Humboldt, AZ 86329



**REQUEST FOR PROPOSALS
ARCHITECT SCOPE OF WORK
FOR DESIGN OF A NEW BUILDING FOR TOWN HALL**

This document is a request for proposals for Design Services, as detailed below. Responses shall include a cost estimate for services as detailed below as well as: a not-to-exceed two-page biography of the architect that includes the architect's background, the name and contact information of the primary contact person who will be doing the work, verification that the person holds all certifications required to perform the work, a list of two relatable projects that the architect has completed, and two to three contractors the Architect recommends for construction services.

For questions or requests for additional information please contact:

Tim Mattix
Town Clerk
Phone – (928) 632-7362
Fax – (928) 632-7365
Email – TimMattix@dhaz.gov

All responses are due by Wednesday, October 2, 2019 at 6:00 PM. Emailed copies to TimMattix@dhaz.gov are preferred. Firms may also deliver the responses by fax or delivery/mail to Dewey-Humboldt Town Hall, P.O. Box 69, 2735 S. Hwy. 69, Humboldt, AZ 86329.

A. GENERAL

1. The Project is generally described as follows: Design of New Dewey-Humboldt Town Hall.
2. ARCHITECT is responsible for the preparation of floor plans, construction plans and construction specifications for the new Dewey-Humboldt Town Hall, located at 12938 E. Main Street, Humboldt AZ 86329.
3. ARCHITECT is responsible for the professional quality, technical accuracy and the coordination of all projections, plans, designs, drawings, specifications and other Services furnished by ARCHITECT under this Contract. ARCHITECT shall, without additional compensation, correct or revise any errors or omissions in its projections, plans, designs, drawings, specifications and other Services.
4. ARCHITECT shall maintain a log of all meetings, site visits or discussions held in conjunction with the Services, with documentation of major discussion points, observations, decisions, question or comments. These shall be furnished to TOWN for inclusion in the overall Project documentation.
5. All Services performed under this Contract shall be performed by or under the direct supervision of persons then licensed in the State of Arizona to perform these Services.
6. All plans, designs and specifications prepared by ARCHITECT shall comply with applicable engineering and design standards.

7. If ARCHITECT provides defective, incomplete, unclear, or uncoordinated documents in preparing the specifications and Contract Documents, all costs of responding to any protest or appeal or of any necessary rebidding will be borne by ARCHITECT.
8. Time is of the essence in this contract.

B. DESIGN PHASE

1. GENERAL

The proposed improvements are more specifically described as follows:

Provide all required documents (floor plans, construction plans and construction specifications, etc.) for the TOWN to use to solicit bids for construction services for the new Town Hall location, to be located at 12938 E. Main Street, Humboldt, AZ 86329. TOWN anticipates that it will purchase a pre-fabricated metal building to be used as the Town Hall and be placed on the 0.71 acre lot. Plans and specifications provided by the ARCHITECT will be used by the construction contractor selected through a competitive process to complete the construction.

2. COST ESTIMATES

The ARCHITECT will prepare detailed cost estimates and provide such estimates to TOWN in response to this Request for Proposal. The cost estimate for the ARCHITECT'S services shall be all inclusive and include taxes and reimbursables.

The Response must include both the ARCHITECT'S costs for performing services and a statement that the ARCHITECT will provide to the Town the estimated cost to construct according to the ARCHITECT'S plans.

3. SPECIFICATIONS

ARCHITECT will provide all necessary documents for a contractor to construct according to the ARCHITECT'S design. ARCHITECT will include a brief, not-to-exceed two-page summary of the ARCHITECT'S background, the name and contact information of the person who will be doing the work and verification that the person contains all certifications required to perform the work, a list of two relatable projects ARCHITECT completed, and two to three contractors the ARCHITECT recommends for the construction project.

ARCHITECT will be responsible for working with the Town of Dewey-Humboldt Manager and Building Official throughout the design phase. Building codes currently in effect at the Town of Dewey-Humboldt and to which the ARCHITECT must design all plans and specifications:

- Administrative Code (2012)
- International Building Code (2012)
- International Residential One- and Two-Family Dwelling Code (2012)
- International Plumbing Code (2012)
- International Mechanical Code (2012)
- Electrical Code (2006 ICC Electrical Code Administrative Provisions/2011 National Electrical Code)

- International Fuel Gas Code (2012)
- International Property Maintenance Code (2012)
- Grading Ordinance (2006)
- International Energy Conservation Code (2006)
- Arizonans with Disabilities Act

Additional information about the codes are available online, at [http://library.amlegal.com/nxt/gateway.dll/Arizona/deweyhumboldt_az/townofdewey-humboldtazzonacodeofordinan?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:deweyhumboldt_az](http://library.amlegal.com/nxt/gateway.dll/Arizona/deweyhumboldt_az/townofdewey-humboldtazzonacodeofordinan?f=templates$fn=default.htm$3.0$vid=amlegal:deweyhumboldt_az).

4. DELIVERABLES

ARCHITECT shall be responsible for providing three complete sets of paper floor plans, construction plans and specifications, as well as one digital copy of each document in a PDF format.

C. BIDDING PHASE

1. ARCHITECT shall assist TOWN in preparing documents required for the construction bid.
2. ARCHITECT shall respond to inquiries related to the Construction Documents. ARCHITECT shall tabulate and maintain a summary of the inquiries received (verbal and written) and the responses made.
3. ARCHITECT shall review Addenda for clarity, consistency and coordination among the bidders.
4. ARCHITECT shall assist TOWN in conducting the bid opening and shall evaluate the bids for bidder responsibility (including previous experience, capabilities and reputation for similar work), bidder responsiveness (including conformance to instructions, specifications and financial data required) and price. ARCHITECT shall also advise TOWN of the acceptability of subcontractors and material suppliers proposed by bidders. ARCHITECT shall make recommendations to TOWN concerning the acceptance or rejection of bids.

D. CONSTRUCTION PHASE

ARCHITECT shall make itself available to respond to questions regarding design or specifications, from the TOWN or the contractor during the construction phase.

PAYMENT SCHEDULE

A. COMPENSATION AND METHOD OF PAYMENT

1. The consideration of payment to ARCHITECT, as provided herein shall be in full compensation for all of ARCHITECT'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. ARCHITECT shall be paid in full for Design Phase work upon receipt of all required documents and acceptance by the Town Building Official.
3. Invoices shall be on a form and in the format provided by TOWN and are to be submitted to TOWN via TOWN'S authorized representative.
4. For work completed pursuant to Sections C and D, TOWN agrees to make payments within thirty days of receipt and approval of ARCHITECT'S invoice.

B. REIMBURSABLE COSTS

ARCHITECT will be reimbursed for expenses incurred under Sections C and D. All reimbursable costs must be submitted monthly and itemized as to costs. The items allowable for reimbursement are as follows:

1. Costs of outside printing services, as required by the contract.
2. Cost of long-distance telephone, postage, courier, UPS, Federal Express, etc. to the extent such item is specifically quantified and estimated for this project.
3. Cost of other items as required, with prior approval from TOWN.

Town of Dewey-Humboldt
Design of New Dewey-Humboldt Town Hall



Architectural Design Services RFP Dated September 23, 2019

Prepared by
Town of Dewey-Humboldt
2735 S. Highway 69
Humboldt, Arizona 86329

September 25, 2019

ADDENDUM NO. 1

The following revisions to the Request for Proposals shall become a part of the above-mentioned contract documents:

Request for Proposals

Section B.1. Design Phase - General

Paragraph revised as follows:

Delete the sentence, "TOWN anticipates that it will purchase a pre-fabricated metal building to be used as the Town Hall and be placed on the 0.71 acre lot."

Add the following to Section B.1.: "TOWN is searching for the most cost-effective solution for both initial and on-going maintenance costs of the buildings."

Town of Dewey-Humboldt
Design of New Dewey-Humboldt Town Hall



Architectural Design Services RFP Dated September 23, 2019

Prepared by
Town of Dewey-Humboldt
2735 S. Highway 69
Humboldt, Arizona 86329

September 25, 2019

ADDENDUM NO. 2

The following revisions to the Request for Proposals shall become a part of the above-mentioned contract documents:

Request for Proposals

Paragraph A.2. General

Paragraph 2 is revised to read as follows:

ARCHITECT is responsible for the preparation of floor plans, construction plans and construction specifications for the new Dewey-Humboldt Town Hall, INCLUDING SEPARATE BUILDING FOR THE SHERIFF'S OFFICE, located at 12938 E. Main Street, Humboldt AZ 86329.

Paragraph B.1. Design Phase - General

Paragraph revised as follows:

Add the following to Section B.1.:

Proposed improvements include two separate buildings, as follows:

- Building 1: Approximately 4,875 square-foot building for the main Town Hall administrative offices;
- Building 2: Approximately 1,200 square-foot building for the Sheriff's office.

RECEIVED

OCT 2 2019

4:15 pm

Dewey-Humboldt

Tim Mattix
Town Clerk
Town of Dewey-Humboldt
2735 S Highway 69
Humboldt, AZ. 86329

October 2, 2019

Dear Mr. Mattix,

Thank you for considering us for your new campus plans.

We are poised and ready to meet your schedule for this exciting project! We pride ourselves to be time efficient, so though your schedule is aggressive, with time management we know it is very possible.

We look forward to helping create your vision through a mutual commitment to your project. As we discussed, you will be dealing directly with me throughout our partnership; a partnership I look forward to.

Your investment for architectural services is outlined below:
Proposal for costs: \$64,052.00

Cost includes: Architectural drawings, soils report, structural engineering, topo survey, civil engineering, mechanical and plumbing engineering, bidding, construction administration.

Cost excludes: alternate septic design, any additional engineering plans (if needed), printing, permit fees

Thank you again,



Todd Marolf
Headwaters Architecture P.C.

Programming:

We interview your key staff to get information regarding the expansion plans. We divide comments in 4 different categories: Goals, Needs, Concepts and Facts. At the conclusion of the meeting we depict a relationship diagram describing how all spaces interconnect.

Conceptual Design:

We illustrate 3 different options for your consideration, showing plans and illustrations for your review. Included are conceptual cost estimates.

Schematic Design:

We develop the concept you desire and prepare final presentation drawings for final approval. Included floor plan, renderings and cost estimate.

Design Development:

We further develop the design by establishing structural, electrical, heating ventilating, air conditioning, cost estimate and energy analysis.

Construction Documents:

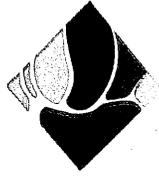
We use approved design from you to develop construction drawings to be used for bidding and securing building permits.

Bidding:

Plans and specifications are issued per town requirements to bidders. A pre-bid conference is held at the site for contractors to review and ask questions. A bid opening is held and successful bids are accepted and reviewed.

Construction administration:

We hold weekly construction meetings to review progress and monthly pay requests from General Contractor



HEADWATERS

ARCHITECTURE P.C.

Recent similar projects:

- Central Arizona Fire and Medical Authority Admin
- Central Arizona Fire Station 61
- The Heights Church

At Headwaters Architecture P.C., we have committed to:

- time efficiency
- active listening
- principal involvement
- detail
- strong partner/client relationship
- forging relationships with City and County building authorities
- your priorities

We look forward to working with and serving you in these areas and more.

Dewey-Humboldt

OCT - 1 2019

5:59 p.m.

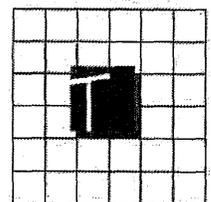
Received

STATEMENT OF QUALIFICATIONS
IN RESPONSE TO:
REQUEST FOR PROPOSALS
FOR
ARCHITECT SCOPE OF WORK FOR
DESIGN OF TOWN HALL TENANT
IMPROVEMENTS

DUE: OCTOBER 2, 2019 6:00PM



PRESENTED BY:
MICHAEL TAYLOR ARCHITECTS, INC
PRESCOTT, ARIZONA



Michael Taylor
Architects, Inc.

Town of Dewey/Humboldt

October 2, 2019

Tim Mattix, Town Clerk
Town of Dewey-Humboldt
2735 S. Hwy 69
Humboldt, Arizona 86329

RE: New Town Hall Tenant Improvements

Mr. Mattix and members of the selection committee,

We are please to submit the following proposal. It is intended to formally introduce our team to the selection committee and to highlight our unique qualifications with similar projects in Yavapai County.

MTAI was formed in 1996 for the sole purpose of providing high-level architectural services throughout Yavapai County and beyond. We have provided those services for numerous clients over the years including a number of projects for various municipalities, school districts, churches and private entities.

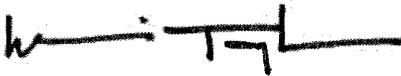
Over the years we have assembled a staff of dedicated professionals with an average employment term at MTAI of over 11 years. This long-term commitment translates into a team that has built a considerable body of knowledge and consistency that we bring to bear on all our projects.

Our team currently numbers 8 in-house staff with one additional contract production drafter available on an as-needed basis. Our team is one of depth and variety. MTAI is a Yavapai County firm with the sensitivities of the region, considerable experience on similar projects, and the horsepower, resources and desire to perform for our clients.

I hope you will agree that the MTAI team is uniquely qualified with a passion for our work, a devotion to our communities and the staff and skill set necessary to perform.

We look forward to the next steps in your selection process and appreciate the opportunity to submit this packet.

Respectfully submitted,



Michael Taylor, AIA
Michael Taylor Architects, Inc.

Firm Information

• Firm Information:

- A. Company Name- Michael Taylor Architects, Inc.
- B. Address- 118 South Pleasant Street, Prescott, Arizona 86303
- C. Telephone Number- 928.445.0626
- D. Email Address- Michael@mtai.net
- E. Number of years in business- 27 years
 - 4 years as a partner in RTB Architects
 - 9 years as principal in Taylor Architects
 - 14 years as principal in Michael Taylor Architects, Inc.
- G. The downtown Prescott location of Michael Taylor Architects, Inc. (MTAI) is the only office for the firm.
- H. MTAI is incorporated in the State of Arizona as an "S" Corporation. Michael Taylor is the President of the Corporation.

Throughout the firm's history, the underlying theme of our projects has been one of service to our clients. Committing to serving the various entities in our region takes a team with this service approach as the projects may take several forms. Many of our governmental clients prefer to hire local design professionals for their project needs. This allows quicker and more affordable responses during these times of diminishing budget allocations.

MTAI carries a \$2M/\$2M Professional Liability (errors and omissions) insurance policy, MTAI also carries other insurance to meet or exceed the limits required by most clients and the State.

Michael is a member of the American Institute of Architects (AIA) in good standing. Through the AIA, staff at MTAI are exposed to several continuing education opportunities each year.

Michael is engaged in the community not only through the work of MTAI but as a Board Member of the Mountain Institute JTED. Michael has served on this board for nine years.

Our unique qualifications include experience with projects of a similar nature, projects in this climatic zone, considerable experience with projects in Yavapai County, experience working with public entities and other clients on similar projects. Our firm is the right size and located conveniently for this project. Our firm is one dedicated to service and follow through and our long-term relationships with repeat clients bears this out.

Basic Qualifications



Principal in Charge

Michael Taylor, AIA
Registered Architect
Michael Taylor Architects, inc.

Years of experience: 34 years
Years with Firm: 23 years

Education:
A.A.S. Degree/Construction Graphics, Yavapai College, Prescott Campus
1985

Professional Registrations:
Architecture: AZ #24683

Memberships:
American Institute of Architects
Mountain Institute JTED Governing Board Member
Central Arizona Partnership
Yavapai County Contractors Association

Relevant Professional Experience:

- Heights Church Tenant Improvements, Prescott Valley
- Prescott City Hall Programming Study, Prescott
- Deepwell Sports and RV Park, Prescott Valley
- Garchen Institute Staff Housing/Bookstore/Office building, Chino Valley
- Prescott Unified School District Office Tenant Improvement (old Washington School), Prescott
- City of Prescott Wastewater Collections expansion, Prescott
- Armed Forces Recruiting Center Tenant Improvement, Prescott Valley
- Prescott Rodeo Grounds ADA improvements, Prescott
- Prescott Airport Restaurant Tenant Improvements, Prescott
- Granite Mountain Hotshot Memorial, Yavapai County Courthouse
- Prescott College Penstemon Building Tenant Improvements, Prescott
- Boys and Girls Club remodel, Prescott
- Southwest Behavioral Tenant Improvements, Kingman

Community involvement/past and present:

- Prescott Valley Chamber of Commerce
- Prescott Preservation Commission
- Prescott Jaycees
- Prescott Urban/Wildland Interface Commission
- Prescott Valley Economic Development Foundation

PROPOSAL FOR PROFESSIONAL SERVICES BETWEEN ARCHITECT AND CLIENT

Project: New Town Hall
Town of Dewey-Humboldt

Location: 12938 Main Street, Dewey/Humboldt, Arizona
APN 402-10-026A

Client: Town of Dewey-Humboldt
Attn: Mr. Tim Mattix, Town Clerk
2735 S. Highway 69
Humboldt, Arizona 86329

Architect: Michael Taylor Architects, Inc.
118 South Pleasant Street
Prescott, Arizona 86303

Project Description:

This project includes design of two, new, freestanding buildings for use by the Dewey/Humboldt Town Hall and the Yavapai County Sheriff's office (YCSO).

Building One is anticipated to be 65' X 75', approximately 4,875 square feet. It will include a lobby space, customer service counter, offices for the various Town departments, restrooms, copy room and other spaces as needed. It will also include a separate lobby for council chambers, council chambers, Judges chambers, offices and dedicated restrooms.

Building Two will be approximately 1,200 square feet with offices and spaces as needed by the YCSO.

Compensation:

Compensation for the stated scope of services to be performed under this Agreement shall be as follows:

For services through Construction Documents including mechanical/plumbing/electrical Engineering, Civil Engineering, Structural Engineering, Geotechnical soils testing and architectural services including complete sets of Construction Documents and specifications and estimated cost to construct per the RFP (for BOTH buildings): \$56,700.00

For Bidding and limited Construction Administration services: \$18,900.00

Total fees for the Project \$75,600.00

Fee Proposal

Additional Fees/Supplemental Services:

Should supplemental services beyond those listed in this agreement be requested or become necessary and be approved by the Client, our hourly billing rates for those services are as follow:

| | <u>Standard Rates</u> |
|--------------------|-----------------------|
| Architect | \$120/hour |
| Project Manager | \$ 95/hour |
| Drafting/Technical | \$ 80/hour |
| Clerical | \$ 50/hour |

Exclusions:

- Offsite improvements design including utility main extensions
- Boundary or topographic surveys
- Geotechnical soils investigation
- Landscape Design
- Truss engineering
- Destructive or invasive testing of any existing materials or construction.
- Hazardous materials testing or investigation
- Town and ADEQ certifications
- Rezoning services
- Municipal fees
- Services beyond those listed herein

Article 1

Architectural Services:

Scope of Services

Schematic Design Phase – 30%

The Architect shall evaluate the Clients program and budget and become familiar with the site. The Architect will prepare a preliminary design illustrating the scale and relationships of the Project components.

This preliminary design will be presented to the Client for review and approval.

Upon Client approval of the preliminary design the Architect will prepare Schematic Design Documents consisting of building plans, study models, selections of major building systems and materials of construction.

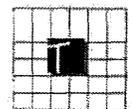
A final Schematic Design package shall be submitted to the Client for final approval.

Design Development Phase – 60%

Based on the approved Schematic Design Documents, the Architect will prepare Design Development documents illustrating the continued development of the Schematic Design. These documents may include building sections, elevations, typical construction details and diagrammatic layouts of major building systems (structural, including structural support of the well pad).

Draft specifications will also be prepared as a part of the Design Development phase.

A final Design Development package shall be submitted to the Client for final approval.



Construction Documents – 90%

Based on the approved Design Development documents, the Architect will prepare Construction Documents illustrating and describing the further development of the approved Design Development documents.

Construction Documents shall consist of drawings and specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work.

The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

A final Construction Documents package shall be submitted to the Client for final approval.

Bidding Phase Services

- a. The Architect shall assist the Town in preparing documents required for the bidding process.
- b. The Architect will organize and conduct a pre-bid conference for prospective bidders.
- c. The Architect shall prepare responses to questions from prospective bidders and provide interpretations of the Bidding Documents in the form of addenda.
- d. The Architect shall schedule and facilitate a bid opening and review results with the Client and will evaluate the bidder qualifications and their responsiveness and price. The Architect

Construction Phase Services

- A. The Architect shall be available to respond to questions regarding design or specifications from the Town or contractor during the construction phase.

Article 2

Client's Responsibilities

2.1 Information

The Client shall provide site and other information on which the design is to be based as well as a defined budget for the Project. The Architect shall be entitled to rely on the accuracy and completeness of information provided by the Client.

2.2 Budget

The Architect shall make every effort to provide designs that conform to the Client's budget. Opinions of probable cost may be provided as a part of services only to assist the Client with budget planning. Such opinions shall not be construed to provide a guarantee or warranty of the actual cost of construction.

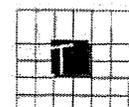
2.3 Approvals

The Client's decisions, approvals, reviews and responses shall be communicated to the Architect in a timely manner in order to not delay the project.

Article 3

Ownership of Documents

- 3.1 The Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and State Law. Subject to payment by the Client of all fees the Architect grants to the Client a non-exclusive license to reproduce the documents solely for the construction of the Project.



Article 4 Compensation

- 4.1** The Architect will invoice the Client monthly for work completed during the previous month. Invoices will be based on the percentage of work completed, Supplemental Services performed (if any) and reimbursable expenses incurred.
- 4.2** Payments are due and payable 30 days from the date of the Architect's invoice. Invoices or portions of invoices unpaid after 30 days from the due date will be deemed to be past due and will accrue interest at 2% of the unpaid balance per month. Past due amounts may be cause for termination of this agreement.

Article 5 Indemnification

- 5.1** The Client and Architect agree to indemnify and hold harmless the other, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages and expenses including reasonable attorney's fees to the extent such claims, losses, damages and expenses are caused by the joint or concurrent negligence of Client or Architect, they shall be borne by each party in proportion to its negligence.

Article 6 Limit of Liability Statement:

- 6.1** In recognition of the relative risks and benefits of the project to both the client and the architect, the risks have been allocated such that the client agrees, to the fullest extent permitted by law, to limit the liability of the architect to the client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so the that total aggregate liability of the architect to the client shall not exceed the architect's total fee for services rendered on this project. It is intended that this limitations apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Article 7 Suspension/Termination

- 7.1** Either party may terminate this Agreement upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 7.2** All terms of this agreement including compensation shall remain in place up to the day of notice of termination.

Article 8 Other Terms and Conditions

- 8.1** Neither party shall assign their interest in this Agreement without the express written consent of the other party.
- 8.2** The law in effect at the Architects principal place of business shall govern this Agreement.

Fee Proposal

Article 9

Scope of this Agreement

9.1 This Agreement represents the entire and integrated agreement between the Client and Architect and supersedes all prior negotiations, representations or agreements either written or oral. This agreement may be amended only by written instrument signed by both parties.

Michael Taylor Architects, Inc.

Architect

Client

By:

By:

Date:

Date:

Misc. RFP Responses

- A. 2. The Architect will prepare floor plans, construction documents and specification as required per the RFP.
3. The Architect will follow professional standards of care in preparation of all Construction Documents.
4. The Architect will log all communications, meetings, decisions and approvals and will be forwarded to the Town for inclusion in their Project documentation.
5. All services performed by MTAI fall under the direct supervision of Michael Taylor, AIA, an architect registered in the state of Arizona (lic # 24683).
6. All Construction Documents prepared by MTAI will comply with applicable standards.
- B. 2. Cost estimates were requested for Design as well as Construction portions of the Project. Design fees are stated elsewhere in this proposal. An estimate of probable construction costs would be provided within our proposed fee structure and could be provided at the completion of the design phase of the work.
3. Two relatable projects that MTAI is currently working on would include:
1. Garchen Institute Staff Housing/Bookstore/Office Building. This project is a freestanding, 4,800 sf building with a variety of uses under a single roof. Construction is anticipated to begin in the winter of this year.
 2. Deepwell Sports and RV Park. This project involves a pre-engineered steel structure with conventionally framed ancillary spaces. This 40,000 square foot facility also includes a number of different users including group meeting spaces, small break-out rooms, offices and restrooms in addition to the play floor and a restaurant.

Additional similar projects are noted on my resume, included in this RFP

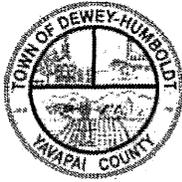
Three Contractors we might recommend for this project would include:

Haley Construction, Prescott
Jeff Falls 928.445.1281

B's Contractors, Prescott
Brian Bombarieri 928.771.9240

Jebco Construction, Prescott
Jeb Johnson 928.778.7976

Additional references are available if needed.



**REQUEST FOR PROPOSALS
ARCHITECT SCOPE OF WORK
FOR DESIGN OF A NEW BUILDING FOR TOWN HALL**

This document is a request for proposals for Design Services, as detailed below. Responses shall include a cost estimate for services as detailed below as well as: a not-to-exceed two-page biography of the architect that includes the architect's background, the name and contact information of the primary contact person who will be doing the work, verification that the person holds all certifications required to perform the work, a list of two relatable projects that the architect has completed, and two to three contractors the Architect recommends for construction services.

For questions or requests for additional information please contact:

Tim Mattix
Town Clerk
Phone – (928) 632-7362
Fax – (928) 632-7365
Email – TimMattix@dhaz.gov

All responses are due by Wednesday, October 2, 2019 at 6:00 PM. Emailed copies to TimMattix@dhaz.gov are preferred. Firms may also deliver the responses by fax or delivery/mail to Dewey-Humboldt Town Hall, P.O. Box 69, 2735 S. Hwy. 69, Humboldt, AZ 86329.

A. GENERAL

1. The Project is generally described as follows: Design of New Dewey-Humboldt Town Hall.
2. ARCHITECT is responsible for the preparation of floor plans, construction plans and construction specifications for the new Dewey-Humboldt Town Hall, located at 12938 E. Main Street, Humboldt AZ 86329.
3. ARCHITECT is responsible for the professional quality, technical accuracy and the coordination of all projections, plans, designs, drawings, specifications and other Services furnished by ARCHITECT under this Contract. ARCHITECT shall, without additional compensation, correct or revise any errors or omissions in its projections, plans, designs, drawings, specifications and other Services.
4. ARCHITECT shall maintain a log of all meetings, site visits or discussions held in conjunction with the Services, with documentation of major discussion points, observations, decisions, question or comments. These shall be furnished to TOWN for inclusion in the overall Project documentation.
5. All Services performed under this Contract shall be performed by or under the direct supervision of persons then licensed in the State of Arizona to perform these Services.
6. All plans, designs and specifications prepared by ARCHITECT shall comply with applicable engineering and design standards.

7. If ARCHITECT provides defective, incomplete, unclear, or uncoordinated documents in preparing the specifications and Contract Documents, all costs of responding to any protest or appeal or of any necessary rebidding will be borne by ARCHITECT.
8. Time is of the essence in this contract.

B. DESIGN PHASE

1. GENERAL

The proposed improvements are more specifically described as follows:

Provide all required documents (floor plans, construction plans and construction specifications, etc.) for the TOWN to use to solicit bids for construction services for the new Town Hall location, to be located at 12938 E. Main Street, Humboldt, AZ 86329. TOWN anticipates that it will purchase a pre-fabricated metal building to be used as the Town Hall and be placed on the 0.71 acre lot. Plans and specifications provided by the ARCHITECT will be used by the construction contractor selected through a competitive process to complete the construction.

2. COST ESTIMATES

The ARCHITECT will prepare detailed cost estimates and provide such estimates to TOWN in response to this Request for Proposal. The cost estimate for the ARCHITECT'S services shall be all inclusive and include taxes and reimbursables.

The Response must include both the ARCHITECT'S costs for performing services and a statement that the ARCHITECT will provide to the Town the estimated cost to construct according to the ARCHITECT'S plans.

3. SPECIFICATIONS

ARCHITECT will provide all necessary documents for a contractor to construct according to the ARCHITECT'S design. ARCHITECT will include a brief, not-to-exceed two-page summary of the ARCHITECT'S background, the name and contact information of the person who will be doing the work and verification that the person contains all certifications required to perform the work, a list of two relatable projects ARCHITECT completed, and two to three contractors the ARCHITECT recommends for the construction project.

ARCHITECT will be responsible for working with the Town of Dewey-Humboldt Manager and Building Official throughout the design phase. Building codes currently in effect at the Town of Dewey-Humboldt and to which the ARCHITECT must design all plans and specifications:

- Administrative Code (2012)
- International Building Code (2012)
- International Residential One- and Two-Family Dwelling Code (2012)
- International Plumbing Code (2012)
- International Mechanical Code (2012)
- Electrical Code (2006 ICC Electrical Code Administrative Provisions/2011 National Electrical Code)

- International Fuel Gas Code (2012)
- International Property Maintenance Code (2012)
- Grading Ordinance (2006)
- International Energy Conservation Code (2006)
- Arizonans with Disabilities Act

Additional information about the codes are available online, at [http://library.amlegal.com/nxt/gateway.dll/Arizona/deweyhumboldt_az/townofdewey-humboldt/arizonacodeofordinan?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:deweyhumboldt_az](http://library.amlegal.com/nxt/gateway.dll/Arizona/deweyhumboldt_az/townofdewey-humboldt/arizonacodeofordinan?f=templates$fn=default.htm$3.0$vid=amlegal:deweyhumboldt_az).

4. DELIVERABLES

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PAYMENT SCHEDULE

A. COMPENSATION AND METHOD OF PAYMENT

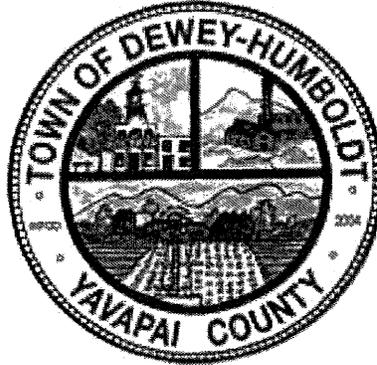
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ARCHITECT will be reimbursed for expenses incurred under Sections C and D. All reimbursable costs must be submitted monthly and itemized as to costs. The items allowable for reimbursement are as follows:

1. Costs of outside printing services, as required by the contract.
2. Cost of long-distance telephone, postage, courier, UPS, Federal Express, etc. to the extent such item is specifically quantified and estimated for this project.
3. Cost of other items as required, with prior approval from TOWN.

Town of Dewey-Humboldt
Design of New Dewey-Humboldt Town Hall



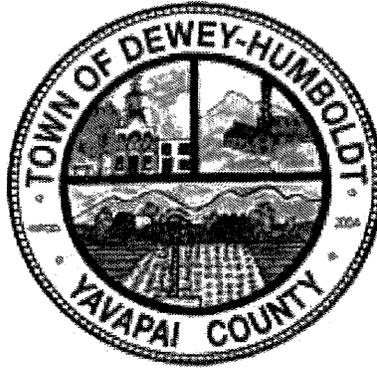
Architectural Design Services RFP Dated September 23, 2019

Prepared by
Town of Dewey-Humboldt
2735 S. Highway 69
Humboldt, Arizona 86329

September 25, 2019

ADDENDUM NO. 1

Town of Dewey-Humboldt
Design of New Dewey-Humboldt Town Hall

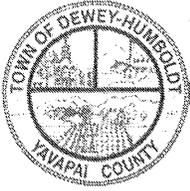


Architectural Design Services RFP Dated September 23, 2019

Prepared by
Town of Dewey-Humboldt
2735 S. Highway 69
Humboldt, Arizona 86329

September 25, 2019

ADDENDUM NO. 2



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

Dewey-Humboldt

SEP 26 2019

Received

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: 10-8-19

Date of Request: 9-26-19

Type of Action: Routine/Consent Regular

Requesting: Action Report Only

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

Direction
Discuss and Request that Planning Commission as part of a priority list - suggest a D-H specific definition of historic building. (maybe they could work with historical society on specific types of buildings)

Purpose and Background Information (Detail of requested action).

This newest version of upcoming building code will allow "local jurisdiction" to write their own definition - the historic building designation can result in lower renovation costs due to less stringent building code requirements.

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: _____

Type of Presentation: Oral

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

Contact Person: Lynn Collins

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

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