

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

Tuesday, June 2, 2020, 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 public meeting (see notes about public participation below) on **Tuesday, June 2, 2020, at 6:30 p.m.**, at the **Dewey-Humboldt Town Hall Council Chambers, 2735 S. Highway 69, Suite 10, Humboldt, Arizona 86329**. Members of the Town Council will attend by audio/video conference call.

THIS MEETING WILL BE HELD BY REMOTE PARTICIPATION ONLY

Due to the federal government's declaration of a COVID-19 pandemic and the resulting Executive Orders from Arizona Governor Ducey to limit events of people in personal contact and Mayor Nolan's declaration of an emergency based on the COVID-19 pandemic, the following accommodations are provided for public participation at the Council Meeting:

- Viewing live streaming audio only on the Town's website, at <http://az-deweyhumboldt.civicplus.com/2164/Town-Meeting-Documents-and-Videos>
- Viewing and potentially participating in the meeting via Join Zoom Meeting
 - Computer: <https://zoom.us/j/88920008807>
 - Telephone: (301) 715-8592; Meeting ID: 889 2000 8807
- Submitting comments via email to the Town Clerk at TimMattix@dhaz.gov. Comments should be submitted no later than 3:30 p.m. on the day of the meeting. Please identify the agenda item and your first and last name.

DEWEY-HUMBOLDT TOWN COUNCIL REGULAR MEETING 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, Mark McBrady, Victoria Wendt, Vice Mayor Amy Lance and Mayor Terry Nolan.

3. Pledge of Allegiance

4. Invocation

5. **Announcements regarding Town Current Events; Guests; Appointments; and Proclamations**
 Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action. Pursuant to the Arizona Open Meeting Law, the Town Council may present a brief summary of current events; however, the Council may not discuss, deliberate, or take legal action on any matter in the summary.
- Page 5
- A. Council announcements about outside meetings and committees**
- 5 **B. Proclamation – declaring June 14, 2020 as the United States Army’s 245th Birthday**
6. **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.
7. **Consent Agenda**
 All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.
- 7 **A. Approval of Town Council Policy PG TC No. 20-05, Advertising and Public Comment in Town media, including The Dewey-Humboldt Newsletter.** Based on Council direction on May 19, 2020, if approved, advertising and public comment will not be allowed in Town media.
8. **Town Manager’s Report** Update on Current Events. The Town Council may ask clarifying questions about any item listed on the agenda under Town Manager’s Report, or ask that any item listed on the agenda under Town Manager’s Report be placed on a future agenda for Council deliberation and action. No legal action will be taken on items listed under Town Manager’s Report. From time to time, as authorized by A.R.S. § 38-431.02(K), the Town Manager may present a brief summary of a current event that, due to its timeliness, is not listed on the agenda. In such cases, the Town Council shall not propose, discuss, deliberate or take legal action on the matter.
- A. Town Manager’s Report on the 2020 Spring Clean Up Program, held from May 26 through May 29, 2020**
- 11 **B. Town Manager’s Report on the federal CARES Act funding and distribution requirements through the State of Arizona** (Background information included)
9. **General Business** Discussion and possible legal action may be taken. Agenda language may vary from that in CAARFs for Open Meeting Law purposes.
- 17 **A. Discussion and possible action to approve a contract with Arizona Natural Design, PLLC, for Architectural and Project Management Services for the design, purchase and construction of a new steel building for Town Hall** (Staff CC)
- 37 **B. Review, discussion and possible action relating to authorizing hazard pay for Town staff due to COVID-19** (Staff CC; CAARF from Mayor Nolan from the April 14, 2020 Regular Meeting)
- 39 **C. Discussion and possible action to direct staff relating to altering the Council Chambers to meet safety guidelines for resuming in-person Council Meetings. Staff will report on the estimated costs of supplies and materials necessary to bring the Council Chambers into compliance with the Centers for Disease Control’s social distancing recommendations.** (Staff CC; from the May 19, 2020 Regular Meeting)
- 41 **D. Discussion and possible action to reopen Town Hall to the public and the Town Council for all public meetings and normal business operations** (CAARF – Councilmember Brooks)

E. Discussion and possible action relating to the Fiscal Year 2020/21 Tentative Budget, to move budgeted funds from Account Number 10-417-4995 (Information Technology COVID-19 Reserve) to Account Number 10-499-9995 (Non-Departmental Cost Overruns Contingency) in cases where members of the Council do not want or won't use a notepad computer (CAARF – Councilmember Collins)

49 **F. Discussion and possible action relating to the Mayor ignoring Centers for Disease Control (CDC) guidelines/Town emergency proclamations by coming in to Town offices (CAARF – Councilmember Collins)**

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

11. Adjourn

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 _____ day of _____, 2020, 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.

For Your Information:

- Next Town Council Study Session: Tuesday, June 9, 2020, at 6:30 p.m.
- Next Town Council Regular Meeting: Tuesday, June 16, 2020 at 6:30 p.m.
- Next Planning & Zoning Meeting: Thursday, July 9, 2020, at 6:00 p.m.

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

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PROCLAMATION

WHEREAS, *on June 14, 1775, the Second Continental Congress, representing the citizens of 13 American colonies, authorized the establishment of the Continental Army; and;*

WHEREAS, *the collective expression of the pursuit of personal freedom that caused the authorization and organization of the United States Army led to the adoption of the Declaration of Independence and the codification of the new nation's basic principles and values in the Constitution; and;*

WHEREAS, *for the past 245 years, the U.S. Army's central mission has been to fight and win the nation's wars; and;*

WHEREAS, *the motto of "Duty, Honor, Country" is the creed by which the American soldier lives and serves; and;*

WHEREAS, *no matter what the cause, location, or magnitude of future conflicts, the nation can rely on the U.S. Army to produce well-trained, well-led, and highly motivated soldiers to carry out the missions entrusted to them; and;*

WHEREAS, *the components of the U.S. Army to include the Arizona Army National Guard, the U.S. Army Reserves and the Regular Army have contributed immensely to COVID-19 response;*

WHEREAS, *members of the Town of Dewey-Humboldt of have proudly served and made the ultimate sacrifice for our nation's freedom while serving in the United States Army and other branches of our nation's military;*

NOW, THEREFORE, *I, Terry Nolan, Mayor of the Town of Dewey-Humboldt, Arizona, do hereby proclaim June 14th, 2020 to be the*

UNITED STATES ARMY'S 245TH BIRTHDAY

and express appreciation on behalf of the people of Town of Dewey-Humboldt, to the United States Army and to the dedicated soldiers who have served in it over the 245 years it has been in existence.

IN WITNESS WHEREOF, *I have hereunto set my hand this Second day of June, 2020.*

Attest:

Terry Nolan, Mayor

Timothy A. Mattix, Town Clerk

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CONSENT AGENDA ITEM OVERVIEW

Regular Council Meeting Date: **June 2, 2020**

Consent Agenda Item: **7.A.**

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

Subject:

Consent Agenda Approval of Town Council Policy PG TC No. 20-05, Advertising and Public Comment in Town media, including The Dewey-Humboldt Newsletter (“Newsletter”).

Background:

At the May 19, 2020 Regular Meeting, Council reviewed a draft policy with varying options of allowing, or not allowing, advertising and public comment in Town media (including the Newsletter, website, social media, and Constant Contact email). At the meeting, Council voted to not allow advertising or public comment in Town media.

Government agencies with which the Town partners to provide services will still be allowed to advertise in Town media. Non-profit organizations, for-profit organizations, and public comment (such as letters to the editor) will not be allowed. Links to government agencies will be posted on the Town’s website. The attached policy has been modified to reflect Council’s decision.

Financial Impact:

The policy of not allowing advertising and public comment in Town media is anticipated to result in cost savings to the Town by reducing the number of pages in the Newsletter (lowering printing and postage costs) and the amount of time that staff dedicates to the Newsletter each month.

Direction Requested:

Staff is seeking Council approval of the policy.

Suggested Motion:

For: I move to approve Town Council Policy PG TC No. 20-05, Advertising and Public Comment in Town media, including The Dewey-Humboldt Newsletter.

Against: No motion is necessary.

Attachments:

Policy PG TC No. 20-05

Town of Dewey-Humboldt
P.O. Box 69
Humboldt, AZ 86329
Phone: 928-632-7362 | Fax: 928-632-7365
www.dhaz.gov



Town-Wide

Subject: Advertising and Public Comment in Town media, including The Dewey-Humboldt Newsletter

Effective Date:

- 1. **Scope.** This policy applies to allowing advertising and public comment in Town Media, as defined herein. Compliance with this policy of submitted material for publication on any Town media is determined by the Town Manager or designee.
- 2. **Purpose.** The purpose of this reference guide is to establish a Council-approved policy establishing the type of advertising and public comment in Town media.
- 3. **Background.**
 - 3.1. The Town publishes a monthly newsletter to keep the citizens of the Town informed of new developments in Town government and the services provided by the Town.
 - 3.2. The Town maintains a website on which updated news, codes, rules and regulations, forms, and similar information are posted for the use of Town citizens.
 - 3.3. The Town maintains social media accounts as another tool in which information is provided to the citizens of the Town.
 - 3.4. The Town maintains an email distribution groups, with the primary purpose of the group being for the Town to email Town news, announcements or information.
- 4. **Definitions.** For the purpose of this policy, the following definitions shall apply:
 - 4.1. Advertisement or Advertising. Text and/or graphics that describes a transaction involving the offer of goods or services whether for commercial or charitable purposes.
 - 4.2. Articles. Text from a submitting organization describing its mission or an event sponsored by it.
 - 4.3. Governmental Agency. A public agency, as defined in state law, with which the Town partners through the form of an intergovernmental or other agreement to provide services that impact the Town and/or the community or a public agency that has jurisdictional powers within the Town.
 - 4.4. Public Letters. Letters submitted by a natural person and signed by that person for publication in the Town Media as space is available but does not include materials supporting or not supporting a candidate or an election issue of any kind.
 - 4.5. Non-profit organization. An organization that has received a federal non-profit status through the Internal Revenue Service.
 - 4.6. Organization. A natural person or a legal entity formed and in good standing under Arizona law.
 - 4.7. Private business. A for-profit organization.
 - 4.8. Public comment material. Material received from a member of the public or an entity other than those defined above for communication purposes. Public comment material may include an announcement meant for the community, a letter to the editor, or any other material.
 - 4.9. Town Media. Any medium of communication sponsored/paid for by the Town, including, the Dewey-Humboldt Newsletter, Town website, and Town social media accounts, or any substitute or additional medium sponsored/paid for by the Town in the future.

5. Policy requirements: Newsletter.

5.1. **Governmental Agencies.** The Town allows advertising and articles from governmental agencies subject to the following.

5.1.1. Advertising from governmental agencies is limited to one full-page per month.

5.1.2. Articles from governmental agencies are limited to one-eighth of a page article per month.

5.1.3. Advertising and articles must be directly related to services the government provides that impact the Town or the community.

5.1.4. There is no cost for a governmental agency to advertise or run an article in the Newsletter.

5.2. **Non-Profit Organizations.** Neither advertisements nor articles from non-profit organizations will be printed in the Newsletter.

5.3. **Private Businesses.** Neither advertisements nor articles from private businesses will be printed in the Newsletter.

5.4. **Public Comment.** Public comment material will not be printed in the Newsletter.

6. Process: Town Website, Social Media, and Email Distribution groups.

6.1. **Town Website.** The Town website is primarily utilized for the purpose of conveying Town updated news, codes, rules and regulations, forms, and similar information for the use of Town citizens or those who have business with the Town.

6.1.1. Upon written request to the Town Manager, the Town may allow a link, graphic, or brief article on the Town website from a governmental agency.

6.1.2. Advertisements, articles, links and/or graphics from non-profit organizations will not be posted on the Town's website.

6.1.3. Advertisements, articles, links and/or graphics from private businesses will not be posted on the Town's website.

6.1.4. Public comment material will not be posted on the Town website.

6.2. **Town Social Media.** Similar to the Town website, the primary purpose of Town social media is to serve as another tool by which updated information is communicated to the public.

6.2.1. Upon written request to the Town Manager, the Town may allow a link or graphic on the Town social media account from a governmental agency.

6.2.2. Advertisements, articles, links and/or graphics from non-profit organizations will not be posted on the Town social media account.

6.2.3. Advertisements, articles, links and/or graphics from private businesses will not be posted on the Town social media account.

6.2.1. Public comment material will not be posted on the Town social media account; however, members of the public may comment on, like, or otherwise interact with the Town's social media page.

6.3. **Town Email Distribution Group.** The Town maintains an email distribution group for the purpose of communicating various news and announcements relating to Town business. At all times, members of the public who receive emails from the Town may unsubscribe or request to be removed from the email distribution group.

- 6.3.1. Upon written request to the Town Manager, the Town may allow material from a governmental agency to be sent out using the Town's email distribution group.
- 6.3.2. In order to ensure that people are not receiving too many emails from the Town, each governmental agency may submit no more than three emails per month to be sent to the Town's distribution group.
- 6.3.3. The Town Manager shall review and approve or reject all email requests prior to the email being sent to the Town's distribution group.
- 6.3.4. Distribution groups with a specific purpose, such as the agenda distribution group, shall only be emailed topics for which they purposely signed up for.

TERRY NOLAN, MAYOR _____

ATTEST:

TIMOTHY A. MATTIX, TOWN CLERK _____

#ReturnStronger

RECOVERING FROM COVID-19 ARIZONA RETURNING STRONGER

STAY **HEALTHY**  RETURN **SMARTER**  RETURN **STRONGER**

“As we continue to fight COVID-19 and protect the public health of our citizens, we know that Arizona will recover from this pandemic. We will do it together, and we will emerge stronger and more resilient as a state and as a people.”

-Doug Ducey, Governor of Arizona



KEY PRIORITIES FOR RECOVERY

Governor Ducey outlined three key priorities for Arizona's recovery from the COVID-19 outbreak, which will guide the state's work to protect public health, support local communities and ensure resources are available for Arizonans while we work to revive Arizona's economy.

SUPPORTING PUBLIC HEALTH

Addressing the public health crisis is the top priority. Governor Ducey has charged his administration with ensuring that Arizona is doing everything possible to stop the spread of COVID-19, acquiring necessary medical equipment and providing care and comfort for

individuals being treated for COVID-19.



Reviving Arizona's economy and ensuring support is available for individuals facing economic challenges as a result of the COVID-19 outbreak is critical to our recovery efforts. Governor Ducey is committed to ensuring programs like unemployment and health benefits are funded and sustained, while laying the groundwork for our economic recovery so that Arizona can return stronger.

IDENTIFYING TARGETED NEEDS

COVID-19 has impacted every community in every corner of our state, creating a ripple effect throughout Arizona. Governor Ducey has charged his administration and organizations serving Arizonans during this time with ensuring our children and most vulnerable are protected, our rural communities have the support they need and we are proactively working to mitigate the impact of COVID-19 on our state.

COVID-19 GRANT RESOURCES

AZCares Fund - Support for Arizona Cities, Towns & Counties

In an effort to support Arizona cities, towns and counties that did not receive direct funding from the U.S. Treasury as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act the Governor's Office established the AZCares Fund to provide immediate relief for COVID-19 response and recover efforts. The fund is designed to provide maximum flexibility, while minimizing red tape, so municipalities can determine how best to use the funds to meet their needs.

[➔ View Full List of Allocations](#)

[➔ Submit Allocation Request](#)

STEP 1: Register for FEMA's Public Assistance Grant Program

In response to the Federal Emergency declaration, the Federal Emergency Management Agency (FEMA) initiated their public Assistance program, allowing state and local governments to apply for reimbursement of COVID-19 related emergency response and protective measures, incurred beginning January 20, 2020. Public assistance is a reimbursement program intended to assist jurisdictions in recouping disaster-related costs.

Applicants should work with the Arizona Department of Emergency and Military Affairs (DEMA) to complete an application for FEMA public assistance. All applicants must register with FEMA to receive reimbursement from the Public Assistance Program. Use the button below to view the dashboard and verify that your organization is registered.

ARIZONA EXPRESS PAY PROGRAM

In an effort to expedite the delivery of relief funding for COVID-19 response and recovery

efforts, Governor Ducey launched the Arizona Express Pay Program, streamlining the application process for accessing public assistance from FEMA. Eligible entities include local governments, tribal communities, state agencies, nonprofit hospitals, nonprofit long-term care, skilled nursing and assisted living providers, school districts, charter school organizations, and fire districts.

The program will be managed by the Arizona Department of Emergency and Military Affairs (DEMA), helping applicants navigate a streamlined application process for quick and efficient delivery of FEMA reimbursements.

REGISTER FOR A DEMA APPLICANT BRIEFING

APPLY FOR EXPRESS PAY

VIEW REGISTERED ORGANIZATION DASHBOARD

STEP 2: Sign up to access all COVID-19 related grants and funding opportunities

The State of Arizona utilizes eCivis as its grant management system, available for use by community partners free of charge in identifying COVID-19 related grant opportunities. The product offers users access to a robust database of grant opportunities and grant management tools for the post-award phase.

Browse eCivis' inventory of available funding opportunities for COVID-19 response and recovery efforts. Funding information is added daily, so check back often.

SIGN UP FOR ECIVIS

STEP 3: Begin Tracking all COVID-19 Expenses

Local governments, state agencies, tribal communities and nonprofit organizations should ensure proper tracking of all COVID-19 related expenses since the beginning of the crisis. Thorough tracking will ensure requests for reimbursement will have proper supporting documentation. Agencies should refer to their financial accounting department for specific guidance.

If the agency is applying for FEMA public assistance funding, the agency should contact DEMA to attend an applicant webinar and receive relevant materials for tracking expenses. Refer to Step 1 to register for a briefing or [click here](#).

TIME & EFFORT GUIDANCE

TREASURY GUIDANCE

ELIGIBLE PUBLIC ASSISTANCE PROGRAM COSTS

STEP 4: Apply for COVID-19 related Grants and Funding Opportunities from the State of Arizona

Once your organization is registered in eCivis, use the State of Arizona's External Grant Listing to browse COVID-19 related funding opportunities from the the state.

BROWSE STATE OF ARIZONA COVID-19 FUNDING OPPORTUNITIES



Grant Management Information

Visit the Office of Grants and Federal Resources page for additional grant guidance, eCivis user guides and tutorial videos, and grants information.

- [➔ Access Grant Management Information in Arizona](#)
- [➔ Email Questions Here](#)

#ReturnStronger



Contact: aztogether@az.gov

For more information, follow Governor Doug Ducey on social media:



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COUNCIL COMMUNICATION

Regular Council Meeting Date: **June 2, 2020**

Agenda Item: **9.A.**

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

Subject:

Discussion and possible action to approve a contract with Arizona Natural Design, PLLC, for Architectural and Project Management Services for the design, purchase and construction of a new steel building for Town Hall.

Background:

At the April 14, 2020 Council Meeting, Council directed staff to negotiate the terms of a contract with Arizona Natural Design, PLLC, and to return to Council for approval of the contract. Note: included in the motion was a request for Arizona Natural Design, PLLC, to come to a Council Meeting to discuss and review design; that will be scheduled for a future Council Meeting, once the contract is in place and the project officially begins.

Staff has negotiated a contract with Arizona Natural Design, PLLC, and is seeking formal Council approval of the contract.

Financial Impact:

The contract for Architectural and Project Management services is not expected to exceed \$74,422.50. The architect will invoice the Town monthly for serviced performed during the previous month; the project will be ongoing in both this fiscal year and the next.

Direction Requested:

Staff is seeking formal Council approval of the contract.

Suggested Motion:

For: I move to approve the contract for Architectural and Project Management Services with Arizona Natural Design, PLLC, for the design, purchase and construction of a new steel building for Town Hall project in an amount of not more than \$74,422.50.

Against: No motion is necessary.

Attachments:

Contract

ARCHITECTURAL AND PROJECT MANAGEMENT SERVICES CONTRACT

THIS CONTRACT is entered into as of this ____ day of _____, 2020, by and between the Town of Dewey-Humboldt, Arizona, a municipal corporation, hereinafter referred to as the “the Town” and Arizona Natural Design, PLLC, hereinafter referred to as the “Architect.”

FOR THE PURPOSE of providing professional Architectural and Project Management services for the Design, Purchase and Construction of a New Steel Building for Town Hall project, hereinafter referred to as the “Project,” the Town and Architect do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES-

- 1.1 Retention of the Architect: In consideration of the mutual promises contained in this Agreement, the Town engages the Architect to render professional architectural design services and project management services set forth in Exhibit A, attached hereto and incorporated herein by this reference, in accordance with all the terms and conditions contained in this Agreement.
- 1.2 Scope of Services: The Architect shall do, perform and carry out in a satisfactory and professional manner, as determined by the Town, the Services set forth in this Agreement (“Services”). The specific Scope of Services for this Project is set forth in Exhibit A. All references to the Scope of Services includes, unless specified otherwise, the subcontracted Engineer’s Scope of Services detailed in Exhibit A. All references to Architect includes, unless specified otherwise, the Engineers detailed in Exhibit B, attached hereto and incorporated herein by this reference, who are subcontractors to the Architect.
- 1.3 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.
- 1.3 Responsibility of the Architect. In addition to the Services set forth in Exhibit A, the Architect will:
 - 1.3.1 Architect hereby agrees that the documents prepared by Architect will fulfill the purposes of the Project, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents prepared by Architect shall be prepared in accordance with professional standards applicable to the Project. Any Town review or approval of said documents does not diminish these requirements.
 - 1.3.2 Architect shall tour the Project site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify the Town of any constraints associated with the Project site. During design, Architect shall maintain cost controls to deliver the Project within the later determined Construction Budget. Architect shall complete the design documents, such that construction cost of the Project designed by Architect will not exceed the later determined Construction Budget and shall not proceed from one phase to another unless the budget for the phase is in compliance with the later determined Construction Budget or any approved revised later determined Construction Budget. If at any time during the design of the Project it appears the cost of construction may exceed the later determined Construction Budget,

Architect shall immediately notify the Town. If the later determined Construction Budget is exceeded, Architect shall value design the Project at no additional cost to the Town. As used herein, "cost of construction" shall mean the total cost or estimated cost to the Town of all elements of the Project designed or specified by Architect, but does not include the compensation of the Architect and the Architect's subcontractor or consultants.

- 1.3.3 Architect shall perform the Services under this Agreement with the assistance of Computer Aided Design Drafting (CADD) technology. Architect shall deliver to the Town, on request, the tape and/or disc format and the name of the supplier of the software/hardware necessary to use the design file. In order to document exactly what CADD information was given to the Town, Architect and the Town shall each sign a "hard" copy of reproducible documents that depict this information at that time. The Town agrees to release Architect from all liability, damages, and/or for claims that arise due to any changes made to this information subsequent to it being given to the Town.
- 1.3.4 Architect shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.
- 1.3.5 Architect shall designate Claire Clark as Project Manager and all communications shall be directed to her.
- 1.3.6 Architect shall obtain its own legal, insurance and financial advice regarding Architect's legal, insurance and financial obligations under this Agreement.
- 1.3.7 Architect shall provide required reports on the progress of the Services and the design budget to the Town.

1.4 Responsibility of the Town In addition to any responsibilities elsewhere provided herein, the Town will:

- 1.4.1 The Town shall cooperate with the Architect by placing at her disposal all **available** information concerning the site of the Project, including all previous plans, drawings, specifications, and design and construction standards; assistance in obtaining necessary access to public and private lands; legal, accounting, and necessary permits and approval of governmental authorities or other individuals. The Town agrees to obtain its own legal, insurance and financial advice the Town may require for the Project.
- 1.4.2 The Town shall provide Architect with the budget for the Project in order that preparation of the Contract Documents will be consistent with such budget.
- 1.4.3 The Town shall provide Architect with any technical requirements of the Town, which shall be incorporated into the documents prepared by the Architect.
- 1.4.4 The Town designates Ed Hanks, Town Manager, as its Project Representative. All communications from the Town to Architect shall be directed to the Project Representative.

2. **CONTRACT TIME AND CONTRACT SUM**

- 2.1 Contract Time: The Services shall be complete on or before May 5, 2021, unless mutually agreed to in writing by both parties.

2.2 Contract Sum: The Contract Sum is set forth in Exhibit C, attached hereto and incorporated herein by this reference. Total cost of the Services, excluding reimbursable costs specified in Exhibit C only, shall not exceed \$74,422.50 dollars without the prior written agreement of the Town.

2.3 Method of Payment: Method of payment shall be set forth in Exhibit C.

3. CHANGES TO THE SCOPE OF SERVICES

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

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

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

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

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

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

4.5 Primary Insurance: Architect's insurance shall be primary insurance.

- 4.6 Claims Made: In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.
- 4.7 Waiver: All policies, except Workers’ Compensation Insurance and Professional Liability, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the performance of the Services by the Architect. Architect shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- 4.8 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Architect shall be solely responsible for any such deductible or self-insured retention amount. The Town, at its option and during the Architect’s performance under this Agreement, may require Architect to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 4.9 Use of Subcontractors: If any Services under this Agreement are subcontracted in any way, Architect shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the Town and Architect. Architect shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 4.10 Evidence of Insurance: Prior to commencing any Services under this Agreement, Architect shall furnish the Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Architect’s Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage’s, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Such Certificate(s) shall identify the Agreement and be sent to the Town Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Architect’s responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:
- 4.10.1 The Town, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:
- A. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent
 - B. Auto Liability-Under ISO Form CA 20 48 or equivalent
 - C. Excess Liability-Follow Form to underlying insurance
- 4.10.2 Architect’s insurance shall be primary insurance as respects performance of this Agreement.

- 4.10.3 All policies, except Workers' Compensation and Professional Liability, waive rights of recovery (subrogation) against the Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of performance of the Scope of Services performed by Architect under this Agreement.
- 4.10.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.
- 4.10.5 Project descriptive information including:
- A. Project Name as named by the Town
 - B. Project Number assigned by the Town
 - C. Contract Number as assigned by the Town

4.11 Required Coverage

- 4.11.1 Commercial General Liability: Architect shall maintain "occurrence" form Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- 4.11.2 Professional Liability: Architect shall maintain Professional Liability insurance covering errors and admissions arising out of the Services performed by Architect, or anyone employed by Architect, or anyone for whose acts, mistakes, errors and omissions Architect is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claims and \$2,000,000 all claims. Professional Liability coverage specifically for Architects, and Surveyors shall contain contractual liability insurance covering the contractual obligations of this Agreement.
- 4.11.3 Vehicle Liability: Architect shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Architect's owned, hired, and non-owned vehicles assigned to or used in the performance of the Architect's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement,

the Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, Architect, its successors and assigns shall indemnify and hold harmless the Town, its officers and employees from and against all liabilities, damages, losses and costs (including reasonable attorney fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful conduct of Architect or other persons employed or used by the Architect in the performance of this Agreement. Architect’s duty to indemnify and hold harmless the Town its officers and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting there from, caused by Architect’s negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by Architect or used by Architect in the performance of this Agreement.

5.2 Architect shall protect and indemnify the Town and its representatives against any claim or liability arising from or based on the violation of laws regarding treatment or employment of employees, whether by Architect or its employees.

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

6. TERMINATION OF THIS AGREEMENT

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

6.2 Payment to Architect Upon Termination: If the Agreement is terminated by the Town, the Town shall pay the Architect for the Services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Architect for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Architect of the Architect's obligations under this Agreement. To the degree that this Agreement and its Scope of Services is more rigorous than the terms and conditions of the Architect's contracts with the subcontracting engineering firms, this Agreement will control.

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

7.3 Ownership of Document and Other Data: Original documents, such as tracings, plans, specifications, maps, basic survey notices and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of the Town unless otherwise agreed to by both parties. The Town may use such documents for other purposes without further compensation to the Architect; however, any reuse without written verification or adaptation by Architect for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to Architect.

7.4 Litigation: Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.5 Independent Contractor: Architect shall be an independent contractor and not an agent of the Town and shall direct and supervise the Services required by this Agreement and shall be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and shall be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the Architect.

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

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

7.8 Caption: Paragraph captions are for convenience only and are not to be construed as a part of this Agreement; and in no way do they define or limit the Agreement.

- 7.9 Time is of the Essence: The timely completion of the Project is of critical importance to the economic circumstances of the Town.
- 7.10 Controlling Law: This Agreement is to be governed by the laws of the State of Arizona.
- 7.11 Architect agrees to comply with all the Town ordinances and state and federal laws and regulations.
- 7.12 Immigration Law Compliance Warranty:
- 7.12.1 As required by A.R.S. § 41-4401, Architect hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Architect further warrants that after hiring an employee, Architect verifies the employment eligibility of the employee through the E-Verify program.
- 7.12.2 If Architect uses any subcontractors in performance of the Services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.
- 7.12.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Architect is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. the Town at its option may terminate the Contract after the third violation. Architect shall not be deemed in material breach of this Contract if the Architect and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).
- 7.12.4 The Town retains the legal right to inspect the papers of any Architect or subcontractor employee who provides any task within the Scope of Services to ensure that the Architect or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.
- 7.12.5 If state law is amended, the parties may modify this paragraph consistent with state law.
- 7.13 Notices: Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

The Town:

Edward L Hanks Jr.
Town Manager
Town of Dewey-Humboldt
PO Box 69
Humboldt, Arizona 86329

Architect:

Claire Clark
Architect
Arizona Natural Design, PLLC
985 South Apache Knolls Trail
Dewey, AZ 86327

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

8. SUSPENSION OF WORK

- 8.1 Order to Suspend: The Town may order the Architect, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of the Town.
- 8.2 Adjustment to Contract Sum: No adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Architect, or (2) for which a change order is executed.

9. INTERESTS AND BENEFITS

- 9.1 Conflict of Interest of Architect: The Architect covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. The Architect further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- 9.2 Interest of the Town Officials and Others: No officer, member or employee of the Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects their personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.
- 9.3 Non-Solicitation: Architect agrees that it has not employed or retained any company or person, other than a bona fide employee working for Architect, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this clause, the Town may terminate this Agreement without liability, or, in its discretion, deduct from the Contract Sum, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingency fee.
- 9.4 Notice Regarding A.R.S. § 38-511: Under Section 38-511, Arizona Revised Statutes, as amended, the Town may cancel any Agreement to which it is a party to within three (3) years after its execution and without penalty and further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Town is, at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement is in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. In the event, the Town elects to exercise its rights under Section 38-511, Arizona Revised Statutes, as amended, the Town agrees to immediately give notice thereof to the Architect.

10. ASSIGNABILITY

Except as approved by this Agreement for the subcontracting of Engineering services to the subcontracting Engineering firms detailed on Exhibit B, the Architect shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of the Town thereto; provided, however, that claims for money due or to become due to the Architect from the Town under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Town.

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

TOWN OF DEWEY-HUMBOLDT

By: _____
Terry Nolan, Mayor

ATTEST:

Timothy A. Mattix, Town Clerk

APPROVED AS TO FORM:

Bigelow Law Offices, PLC, Town Attorney
By: Kay Bigelow

ARIZONA NATURAL DESIGN, PLLC

By: _____
Title: _____

EXHIBIT A
SCOPE OF SERVICES

A. GENERAL

1. The Project is generally described as follows: Architectural Design and Project Management Services for the design, purchase and construction of a new steel building for Town Hall.
2. 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 and its subcontracting engineering firms 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.
3. 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.
4. All plans, designs and specifications prepared by ARCHITECT shall comply with applicable engineering and design standards.
5. 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.
6. Attachment 2 to this Exhibit A also provides a chart of the ARCHITECT's Scope of Services and meeting requirements.

B. DESIGN PHASE

1. GENERAL

The proposed improvements are more specifically described as follows:

Provide all services as outlined in Section A above for the design, purchase and construction of a steel building to serve as Dewey-Humboldt Town Hall, including managing various site improvements. The new Town Hall building is to be a single-level, 4,875 square feet located on a 0.71 acre lot at 12938 E. Main Street, Humboldt, AZ 86329. The approved floorplan is attached as Attachment 1 to Exhibit A.

2. COST ESTIMATES

The ARCHITECT will prepare detailed cost estimates and provide such estimates to TOWN in response to this Request for Proposal.

3. SPECIFICATIONS

ARCHITECT will provide all necessary documents for the project.

ARCHITECT will be responsible for working with the Town Representative and Building Official throughout the design phase. The Town is currently in the process of reviewing the 2018 International Codes. Building codes currently in effect at the Town of Dewey-Humboldt as of the date of this Request for Proposals:

- 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-humboldtarizonacodeofordinan?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:deweyhumboldt_az](http://library.amlegal.com/nxt/gateway.dll/Arizona/deweyhumboldt_az/townofdewey-humboldtarizonacodeofordinan?f=templates$fn=default.htm$3.0$vid=amlegal:deweyhumboldt_az).

4. DELIVERABLES

ARCHITECT shall be responsible for providing three complete paper sets of floor plans, construction plans and specifications, as well as one digital copy of each document in a PDF format. ARCHITECT shall also provide one complete paper set and one digital copy of all other project-related documents that ARCHITECT will be responsible for preparing.

At a minimum, construction documents shall conform to the following standards: (i) all plans (of the same type) shall be drawn at the same scale, (ii) the correct information shall be shown the least number of times, (iii) all plans shall have the same orientation, (iv) consistent terminology shall be used between the plans and specifications, (v) vague notes (such as “see architectural” or “see structural”) shall be avoided and cross references shall be specific, (vi) match line locations shall be consistent in all descriptions, (vii) wall sections on the same sheet shall be shown at relative elevations to each other and (viii) references to “by others” shall be avoided and specific responsibilities shall be set forth. Construction documents shall satisfy all applicable standards of the industry for complete documents necessary to construct a fully operational and functional facility. Architect shall take measures necessary to comply with this requirement prior to final submittal to the Town. Incomplete items shall be completed by the Architect at its cost.

C. BIDDING PHASE

1. ARCHITECT shall prepare documents required for the purchase and construction bids and shall submit to TOWN for review and approval.

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 prepare Addenda as needed, ensuring clarity, consistency and coordination among the bidders.
4. ARCHITECT shall assist TOWN in conducting the bid opening and evaluating 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.

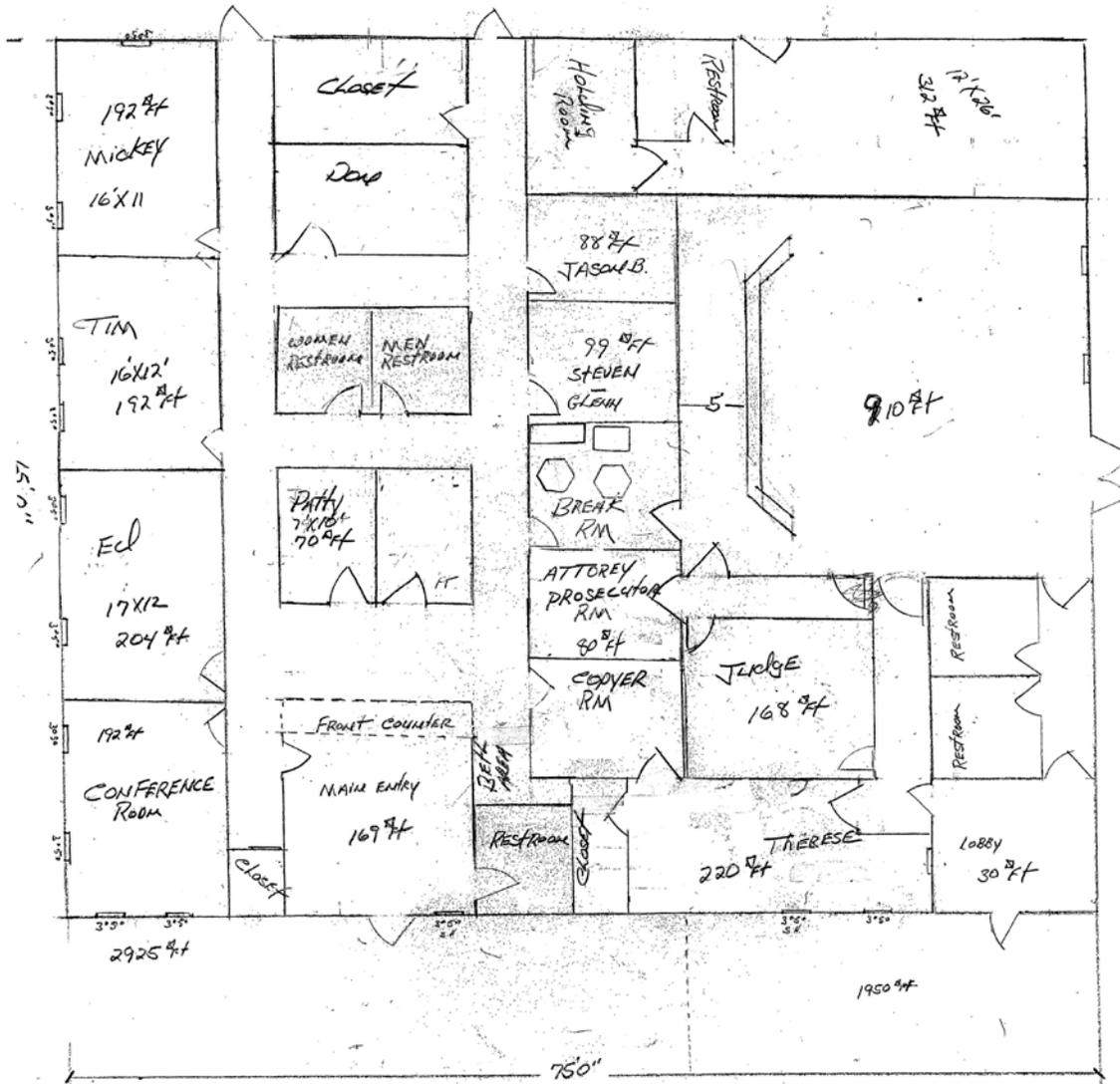
D. CONSTRUCTION PHASE

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

Attachment 1 Council-Approved Floorplan

*

DRAFT ONLY March, 2017



HALLWAY'S 1' FT in width

FRONT STREET

ADDRESS
12928 E. MAIN ST.

SCALE 1/8" = 1' FT

TOTAL SQ. FT 4875

Attachment 2 Architect Scope of Work Chart

ARCHITECTURAL SCOPE OF WORK			
ITEM	DESCRIPTION	QTY OF MEETINGS	Responsible Party
General	Produce a set of construction documents (drawings and specifications as needed) including the interior building layout, the design of the exterior of the building and the general design of the site. Manage the production of civil, mechanical, plumbing, electrical and structural drawings.	N/A	AND
General	Attend Town Council meetings over duration of the project. Anticipate this project running approximately 11 months. Are including attending one meeting per month.	12	AND
General	Architect will document and log all meetings, site visits or discussions held in conjunction with the services.	N/A	AND
1	Order soils test if it has not been done already.	N/A	TOWN
2	Arrange for percolation test if needed.	N/A	TOWN
3	Arrange for design of septic system.		TOWN
4	Contact Water Dept. if needed.		TOWN
5	Develop project schedule - meet with Town at the Town.	2	AND
6	Develop design project budget - meet with Town at the Town.	2	AND
7	Meeting with Town during preliminary design at the Town.	3	AND
8	Production of preliminary design documents which are the preliminary site plan, the floor plan and four building elevations	N/A	AND
9	Contact APS once preliminary site plan and floor plan are done to initiate a new project.		TOWN
10	If construction cost budgets are needed for metal building costs the architect will obtain quotes from contractors once the preliminary designs have been approved so that the Town can contract with a contractor to perform these estimates.	N/A	AND
11	Create construction documents once the preliminary design documents are approved by the Town.	N/A	AND

12	drawings including the hvac, plumbing, electrical, civil and structural engineers	N/A	AND
13	Submit construction drawings officially to Town staff, Town Council and Building Dept.	3	AND
14	Address plan check comments and manage the consultants so they address their plan check comments.	N/A	AND
15	Meet with Town during the preparation of the bid documents for the metal building purchase at the Town.	2	AND
16	Production of Request for Bids (RFB) and advertisement for RFB for metal building bid (if needed).	N/A	AND
17	Attend pre-bid meeting (if there is one).	N/A	AND & TOWN
18	Answer questions during bid period and issue addenda as needed.	N/A	AND & TOWN
19	Attend bid opening	N/A	TOWN
19	Attend interviews with metal building providers/installers	N/A	AND & TOWN
20	Advise the Town regarding the bids and bidders	1	AND
21	Meeting with the Town at the Town office during the preparation of bid documents for hiring a general contractor to do the build-out of the inside of the metal building and also the site work.	2	AND
22	Production of RFB and advertisement for RFB for general contractor bid (if needed).	N/A	AND
23	Attend pre-bid meeting (if there is one).	N/A	AND & TOWN
24	Answer questions during bid period and issue addenda as needed.	N/A	AND & TOWN
25	Attend bid opening	N/A	TOWN
26	Attend interviews with general contractors	N/A	AND & TOWN
27	Advise the Town at the Town regarding bids and bidders	1	AND

CONSTRUCTION PHASE			
1	Answer all questions regarding drawings and specifications.	N/A	AND
2	Building site visits:		
	During grading prior to pouring of the concrete foundation	2	AND
	During the pouring of the concrete foundation	2	AND
	During the erection of the metal building	4	AND
	During the interior build-out of the metal building and the construction of the site improvements	10	AND
3	The construction phase scope of work includes:		
	Meeting with the contractor every other week or as needed	15	AND
	Creation of meeting minutes and reporting to the Town as needed based on activity.	N/A	AND
	Punch list review	1	AND

	Punch list check visit	1	AND
EXCLUSIONS			
1	All printing costs will be billed to the Town for reimbursement.	N/A	
2	Architect will solicit quotes from contractors for construction cost estimates but will not provide construction cost estimates herself.	N/A	
3	building. This should be included in the price/scope of the metal building.	N/A	
4	Architect will not include the structural engineering for the foundation for the metal building. This should be included in the price/scope of the metal building.	N/A	
5	Surveying	N/A	
6	Soils test	N/A	
7	Percolation test	N/A	
8	Installation of a well	N/A	

EXHIBIT B

ARCHITECT'S KEY PERSONNEL AND SUBCONTRACTORS

ARCHITECT'S KEY PERSONNEL: Claire Clark

SUBCONTRACTORS:

Kraemer Design Services, Inc. (Matthew Sander is point of contact)

MRL Consulting, LLC (Michael Lopez is point of contact)

Crowther Engineering LLC (Blain Crowther is point of contact)

EXHIBIT C

PAYMENT SCHEDULE

A. COMPENSATION

1. Not to exceed \$74,422.50.
2. Such amount shall be based upon the Schedule attached hereto.

Proposed fee for Arizona Natural Design PLLC:	\$26,750.00
Fee for KDS - Mechanical, Plumbing and Electrical:	\$21,600.00
Fee for Michael Lopez - Civil:	\$22,660.00
Fee for Blain Crowther - Structural:	\$3,412.50
GRAND TOTAL INCLUDED DESIGN SERVICES:	\$74,422.50

B. METHOD OF PAYMENT

1. Invoices shall be on a form and in the format provided by the Town and are to be submitted to the Town via email to the Town’s authorized representative.
2. The Town shall pay to ARCHITECT in installments upon receipt of monthly billings describing Services rendered and expenses incurred under this Agreement. Where ARCHITECT is invoicing for subcontracted Engineers’ Services, the invoice shall include a copy of the relevant Engineer’s invoice in the form required of the ARCHITECT. Town shall pay to ARCHITECT the appropriately invoiced amounts within 30 days after the date of invoice.

C. REIMBURSABLE COSTS

ARCHITECT will be reimbursed for expenses set forth below, otherwise all other costs for production of Services are included in the Contract Sum. All reimbursable costs must be submitted monthly and itemized as to costs.

1. Costs of outside printing services, as required by the contract for the performance of the Services.

EXHIBIT D

CHANGE ORDER NO. _____

PROJECT:

DATE:

OWNER: Town of Dewey-Humboldt

PROJECT NO:

CONTRACT DATED:

ARCHITECT:

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

COST/TIME: Original CONTRACT SUM: \$ _____

Previously Authorized CHANGE ORDERS: \$ _____

CONTRACT sum prior to this CHANGE ORDER: \$ _____

CHANGE ORDER # Amount: \$ _____

New CONTRACT SUM: \$ _____

CONTRACT TIME will be increased by:

SUBSTANTIAL COMPLETION as of this Change Order:

Approved/Accepted by:

Architect _____
(Name)

(Date)

the Town: _____
(Name)

(Date)

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



COUNCIL COMMUNICATION

Regular Council Meeting Date: **June 2, 2020**

Agenda Item: **9.B.**

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

Subject:

Review, discussion and possible action relating to authorizing hazard pay for Town staff due to COVID-19.

Background:

At the April 14, 2020 Council Meeting, Council considered a CAARF from Mayor Nolan relating to approving hazard pay to two Town employees. During the discussion, Council broadened the discussion to include multiple staff, be they in the office or in the field.

At the meeting, Council voted to readdress this in June, to better see where things are at with COVID-19 and to have better budget numbers from which a decision could be made.

Financial Impact:

Based on current budget situation Staff does not recommend this item.

Direction Requested:

Council's pleasure.

Suggested Motion:

For: Council's pleasure.

Against: No motion is necessary.

Attachments:

CAARF from Mayor Nolan from April 14 Council Meeting. Staff will be prepared to answer questions Council may have about the current fiscal year's budget standing at the meeting.

Town of Dewey-Humboldt
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Dewey-Humboldt

APR - 6 2020

Received

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: April 7

Date of Request: April 6

Requesting: Action Discussion or Report Only

Type of Action: Routine/Consent Agenda Regular

Agenda Item Text (a brief description for placement on the agenda; please be exact as this will be the wording used for the agenda):

Hazard pay for Beth Evans
& Patty

Purpose and Background Information (Detail of requested action).

These ladies need this type
of compensation due to exposure
to the public

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: _____

Type of Presentation: oral

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

Contact Person: Mayor, Nolan

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



COUNCIL COMMUNICATION

Regular Council Meeting Date: **June 2, 2020**

Agenda Item: **9.C.**

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

Subject:

Discussion and possible action to direct staff relating to altering the Council Chambers to meet safety guidelines for resuming in-person Council Meetings.

Background:

At the May 19, 2020 Council Meeting, Council directed staff to research the cost involved with altering the Council Chambers, specifically the dais, to meet safety guidelines for resuming in-person Council Meetings.

Staff is presenting two options for Council consideration:

Option 1

- Plexiglass barriers between Councilmembers at the dais;
- Plexiglass barrier between the dais and the audience;
- No audience seats in the Chambers;
- Additional seating outside the Chambers (spaced six feet apart)
 - External speakers turned on;
 - Chambers door propped open throughout the meeting;
 - Ensure public comment announced clearly and time allowed for audience members to come in to the meeting;
- Two hand sanitizing dispensing stations
 - One located inside the main Chambers entrance;
 - One located behind the dais;
- Require those in attendance to wear face masks (Council, staff, public)
 - Town to have available
- Provide sanitizing wipes
 - At each Council seat;
 - At each staff position;
 - At the lectern for those wishing to speak

Option 2

- Plexiglass barriers between Councilmembers at the dais;
- Audience seats in the Chambers (spaced 6 feet apart);
- Additional seating outside the Chambers (spaced 6 feet apart);
- Provide bottles of hand sanitizer inside the Chambers for Council, staff, public use;
- Require those in attendance to wear face masks (Council, staff, public);
- Provide sanitizing wipes
 - At each Council seat;
 - One for staff;
 - At the lectern for those wishing to speak

Financial Impact:

Option 1 - \$800.00

Option 2 - \$500.00

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Direction Requested:

Council's pleasure.

Suggested Motion:

For: Council's pleasure.

Against: No motion is necessary.

Attachments:

None.



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Dewey-Humboldt

MAY 14 2020

Received

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: MAY 19, 2020 / 6/2/2020

Date of Request: MAY 14, 2020

Requesting: Action Discussion or Report Only

Type of Action: Routine/Consent Agenda Regular

Agenda Item Text (a brief description for placement on the agenda; please be exact as this will be the wording used for the agenda):

PLEASE REOPEN TOWN HALL TO PUBLIC ANN
COUNCIL FOR ALL MEETINGS.

Purpose and Background Information (Detail of requested action). IT HAS

COME TO MY ATTENTION SOME COUNCIL MEMBERS
BEING CONSISTENTLY MUTED WHILE OTHER COUNCIL
MIKES ARE OPEN AT ALL TIMES. WE ARE ALSO

Staff Recommendation(s): VIOLATING OUR OWN CODE ALLOWING
PUBLIC COMMENT ON ALL ITEMS. THE MAYOR
HAS BYPASSED THIS STEP.

Budgeted Amount: 0

List All Attachments: _____

Type of Presentation: ORAL

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

Contact Person: Karen Brooks

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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RECEIVED
MAY 21 2020
Dewey-Humboldt

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: June 2 2020

Date of Request: May 20 2020

Requesting: Action Discussion or Report Only

Type of Action: Routine/Consent Agenda Regular

Agenda Item Text (a brief description for placement on the agenda; please be exact as this will be the wording used for the agenda):

DISCUSS possible change to line 10-417-4995 of budget
as to moving funds to line 10-499-9995 in cases where cm

does not want
~~FEED~~
Note pad
OR can't
use
NOTE
pad.

Purpose and Background Information (Detail of requested action).

"If Covid-19 Budget is realized, there will only be
\$306,649 available to be placed in contingency
RESERVE for FY 21.

Staff Recommendation(s):

Budgeted Amount:

List All Attachments: P 43 of 95 and P 38 of 95 of May 19 packet

Type of Presentation:

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.

Dewey-Humboldt, Arizona

2020-2021 Tentative Annual Budget

Non-Departmental

Account Number	Account Title	FY2019-20 Adopted Budget	FY2019-20 Estimated to 6-30-20	FY2020-21 Proposed Budget (A)	FY2020-21 Proposed Budget (B)
GENERAL FUND					
Non-Departmental					
10-499-9994	Transfer out to HURF	-	-	-	-
10-499-9995	Cost Overruns Contingency	-	-	584,405	306,649
10-499-9998	Employee one time bonus	-	-	-	-
Total Non-Departmental:		-	-	584,405	306,649

Significant Changes

- In FY 21 Proposed Budget, the revenues exceed expenditures by \$584,405 so this amount will be put into a contingency reserve in the General Fund for additional revenue shortfalls and unanticipated expenditures
- Best Practices is to place 3 months of operating expenditures or 25% which would be \$479,088
- If COVID-19 Budget is realized, there will only be \$306,649 available to be placed in contingency reserve for Fy21

Dewey-Humboldt, Arizona

Highway User Revenue Fund (HURF)

Expenditures

Proposed Budget

2020-2021

HURF

Account Number	Account Title	FY2019-20 Adopted Budget	FY2019-20 Estimated to 6-30-20	FY2020-21 Proposed Budget (A)	FY2020-21 Proposed Budget (B)
Expenditures					
20-431-5900	OSP Road Maintenance	25,000	11,959	15,000	15,000
20-431-6300	Software Maint & Acquisition	3,500	3,131	3,500	3,500
20-431-6595	Vehicle Maintenance	4,000	2,156	4,000	4,000
20-431-6600	Facilities, Fuel	20,000	12,400	15,000	15,000
20-431-6900	Heavy Equip Maintenance	16,000	13,700	16,000	16,000
20-431-7001	ROW Maint Materials/Acquisitor	24,000	24,084	165,000	165,000
20-431-7006	CAPITAL ROAD Maint (OSP)	234,900	234,900	220,000	220,000
20-431-7008	One-time road projects/equip ex	21,787	21,787	-	-
20-431-7400	Capital Equipment	-	-	-	-
20-499-9995	Contingency Reserve	200,000			
Total Public Works Expenditures:		549,187	324,117	438,500	438,500

Significant Changes

- \$385,000 in FY 21 Budget for street maintenance and ROW acquisition
- No COVID-19 Contingency as funds are restricted to only street projects

Dewey-Humboldt, Arizona

2020-2021 Tentative Annual Budget

Legal

Account Number	Account Title	FY2019-20 Adopted Budget	FY2019-20 Estimated to 6-30-20	FY2020-21 Proposed Budget (A)	FY2020-21 Proposed Budget (B)
GENERAL FUND					
Legal					
10-416-5001	OSP Town Attorney	60,000	49,685	60,000	60,000
10-416-5100	OSP Proj Development Agreemen	2,000	-	-	-
10-416-6030	OSP Public Defender	700	300	1,000	1,000
10-416-6302	OSP Prosecutor	21,600	21,600	21,600	21,600
Total Legal:		84,300	71,585	82,600	82,600

Information Technology

Account Number	Account Title	FY2019-20 Adopted Budget	FY2019-20 Estimated to 6-30-20	FY2020-21 Proposed Budget (A)	FY2020-21 Proposed Budget (B)
GENERAL FUND					
Information Technology					
10-417-5100	OSP Technical	30,000	17,375	30,000	25,000
10-417-5110	Website & such	2,800	5,333	7,000	7,000
10-417-6380	Software Maint and Acquisition	14,000	7,854	3,500	3,500
10-417-6900	Equipment - Non Capital	15,000	7,605	15,000	1,000
10-417-6950	IT Hardware & Equipment	5,000	2,169	5,000	-
10-417-4995	COVID-19 Reserve				24,000
Total Information Technology:		66,800	40,336	60,500	60,500

Significant Changes

- Decreased Equipment Non-Capital 10-417-6900 for wiring that will not be completed
- COVID-19 contingency \$24,000

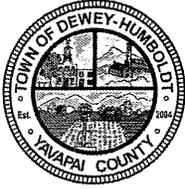
Finance and Budget

Account Number	Account Title	FY2019-20 Adopted Budget	FY2019-20 Estimated to 6-30-20	FY2020-21 Proposed Budget (A)	FY2020-21 Proposed Budget (B)
GENERAL FUND					
Finance and Budget					
10-415-4000	Salary & Wages	88,504	46,720	51,040	49,118
10-415-4110	Health Insurance	11,816	11,874	12,032	12,032
10-415-4111	Dental & Vision Insurance	720	720	720	720
10-415-4120	Retirement	7,737	5,403	6,125	5,894
10-415-4150	Medicare	1,284	653	713	712
10-415-4160	State Unemployment	420	26	200	200
10-415-4170	Workers Compensation	234	110	135	130
10-415-5001	OSP Audit Services	14,000	14,000	14,000	14,000
10-415-5200	OSP Contracts	21,800	19,473	43,000	42,300
10-415-6010	Professional Memberships	500	500	500	250
10-415-6020	Training and Travel	1,500	300	800	-
10-415-6380	Software Maint and Acquisition	4,000	3,530	4,500	4,500
10-415-4995	COVID-19 Reserve				3,909
Total Finance and Budget:		152,515	103,309	133,765	133,765

Significant Changes

- Decrease in Payroll 10-415-4000 due to decision to contract with consultant instead of adding position to department
- 2 changes to OSP Contracts 10-415-5200
 - Decreased estimate for background checks as no new hires are expected
 - Increased to reflect Finance Consultant contract
- COVID-19 contingency \$3909

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MAY 21 2020

COUNCIL AGENDA ACTION REQUEST FORM Dewey-Humboldt

Meeting Type: [X] Regular [] Special [] Work Session

Meeting Date: June 2 2020

Date of Request: May 20 2020

Requesting: [X] Action [] Discussion or Report Only

Type of Action: [] Routine/Consent Agenda [] Regular

Agenda Item Text (a brief description for placement on the agenda; please be exact as this will be the wording used for the agenda):

Discussion of Mayor ignoring CDC guidelines/town emergency proclamations on Fridays when town management is absent/unable to supervise compliance and interaction with staff to prevent harassment as has happened in past.

Purpose and Background Information (Detail of requested action). In response to citizen request we need to verify Y/N on an appointment and compliance with town's orders to protect staff from infection risks which endanger future ability of town business to function.

Staff Recommendation(s):

Budgeted Amount:

List All Attachments: Emergency Proclamations 4-7-20 (last page); 4-28-20 +

Type of Presentation: oral

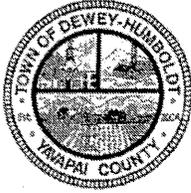
Special Equipment needed: [] Laptop [] Remote Microphone

[] Overhead Projector [] Other:

Contact Person: Lynn Collins

p 1-3
May 7
2020
Council
Meeting
min.

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.



SUPPLEMENTAL PROCLAMATION NO. 3 TO THE PROCLAMATION AND DECLARATION OF EMERGENCY DATED APRIL 7, 2020

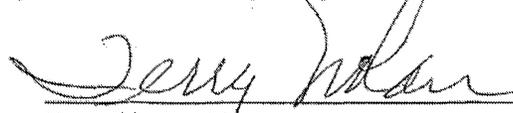
WHEREAS, pursuant to Arizona Revised Statute (A.R.S.) § 26-311 and Dewey-Humboldt Code of Ordinances § 30.031, and due to the COVID-19 pandemic, on April 7, 2020, I, Terry Nolan, Mayor of the Town of Dewey-Humboldt, Yavapai County, Arizona, declared a local emergency within the corporate limits of the Town of Dewey-Humboldt, and set forth regulations to preserve the peace and order of the Town, said Proclamation and Declaration of Emergency to expire on April 30, 2020; and,

WHEREAS, the COVID-19 pandemic remains a threat to the health and safety of the citizens of the Town of Dewey-Humboldt;

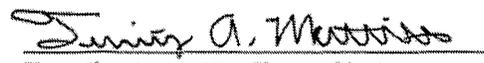
NOW, THEREFORE, for the reasons specified above and in the Proclamation and Declaration of Emergency dated April 7, 2020, and in Supplemental Proclamation No. 1 dated April 8, 2020, I, Terry Nolan, Mayor of the Town of Dewey-Humboldt, Yavapai County, State of Arizona, pursuant to A.R.S. § 26-301, *et. seq.*, and Dewey-Humboldt Code of Ordinances § 30.031, do hereby proclaim and order that:

1. The Proclamation and Declaration of Emergency dated April 7, 2020, is hereby extended through May 31, 2020.
2. That in the event Governor Doug Ducey, State of Arizona, issues, lifts and/or revises Executive Orders relating to the COVID-19 outbreak prior to May 31, 2020, the Town Manager shall take all reasonable steps necessary to return the Town of Dewey-Humboldt to a similar level of operations as the State of Arizona.
3. All provisions of the Proclamation and Declaration of Emergency dated April 7, 2020, and Supplemental Proclamations issued thereafter, shall remain in full force and effect through May 31, 2020.
4. This Supplemental Proclamation No. 3 shall be effective immediately.

In Witness Whereof, I have hereunto set my hand this 28th day of April, 2020.


Terry Nolan, Mayor

ATTEST:


Timothy A. Mattix, Town Clerk

and A.R.S. § 26-311(A) (collectively referred to as an "Emergency" or "State of Emergency" within the Town that endangers life or property.

NOW, THEREFORE, I, Terry Nolan, Mayor of the Town of Dewey-Humboldt, Yavapai County, State of Arizona, pursuant to A.R.S. § 26-301, *et. seq.*, and Dewey-Humboldt Code of Ordinances § 30.031, do hereby find and Proclaim the following:

1. A Local Emergency exists in Dewey-Humboldt, Arizona, due to the COVID-19 (Coronavirus) outbreak.
2. As a result of said emergency, I hereby impose the following regulations to preserve the peace and order of the Town:

~~a. Limited public access to Dewey-Humboldt Town facilities located at 2735 South Highway 69 until April 30, 2020, while preserving essential services for Town residents.~~

~~b. Town Hall shall be open during regular business hours by appointment only. No walk-ins will be accepted.~~

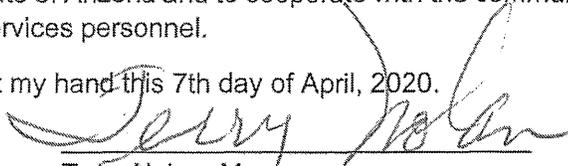
c. The Town Manager shall set employee hours and is authorized to allow staff to work from home and/or take extended time off during the COVID-19 outbreak and shall establish Town Hall access and policies accordingly.

3. As a result of said emergency and with the foregoing regulations in place, the Town Council Regular Meeting of April 7, 2020 is hereby canceled, and the Town Manager is authorized to procure all necessary equipment and services in order to comply with the intent of this Proclamation.

- a. Once all measures have been taken to ensure that Town Meetings will be able to comply with the regulations set forth in this Proclamation, the Town Manager is authorized to contact Councilmembers to reschedule the April 7, 2020 Regular Town Council Meeting.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of this Town shall be those prescribed by State Law and by Ordinances and Resolutions of the Town of Dewey-Humboldt. Citizens are urged to cooperate with this emergency declaration and, to every degree possible, abide by the safety announcements, advisories, and restrictions established by the Town, Yavapai County, and the State of Arizona and to cooperate with the community's public safety agencies and emergency services personnel.

In Witness Whereof, I have hereunto set my hand this 7th day of April, 2020.


Terry Nolan, Mayor

ATTEST:


Timothy A. Mattix, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
STUDY SESSION & SPECIAL MEETING MINUTES
MAY 7, 2019, 6:30 P.M.**

A STUDY SESSION & SPECIAL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MAY 7, 2019, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** Mayor Nolan called the meeting to order at 6:30 p.m.
2. **Roll Call.** Town Council Members: Karen Brooks, Lynn Collins, Mark McBrady, Vice Mayor Victoria Wendt and Mayor Terry Nolan were present. Council Members Amy Lance and John Hughes were absent.
3. **Study Session.** No legal action to be taken.

A. Presentation by Asa Bjorklund on behalf of the Garry Rogers' Family on the Coldwater Farms Conservancy Update

Asa Bjorklund, representing Central Arizona Land Trust, gave an update on the Coldwater Farms Conservancy. Ms. Bjorklund thanked Council for the support they have received from them. She stated they have raised \$45,000 and have initiated the conservation process which will be completed in July. They have had some field trips there and on the last field trip they discovered three new species, for a total of 141 bird species. They will be having a fundraising event on May 16 from 5:00 – 8:00 p.m. at the Barn at Mortimers. There will be food, drinks, music, hayrides and raffles and would love it if the Council could attend. She gave some tickets for the fund raiser to Interim Town Manager Ed Hanks for the Council.

In response to Council, Ms. Bjorklund stated are lacking \$6,000, but this event will help with the fund raising. Council thanked Garry and Denise Rogers and said they appreciate what they are doing.

B. Discussion and Consideration of Proposed APS Franchise Agreement

Arizona Public Service (APS) Franchise & Technical Services, Kendra Lee, talked about the percentage amount of the APS Franchise Agreement. She said the amount is up to the Town Council. She said it could be introduced at 2% with a declining percentage, or it could be introduced at 0% and the Council could change it at any time. Most of their Franchises are 2%, but they offer 0%.

In response to Council, Ms. Lee stated that 2% will bring in roughly \$35,000 in revenue for the town.

Town Attorney Goodwin asked Ms. Lee if she could explain the sales tax offset. Ms. Lee stated the town does not have the sales tax offset. She said Option 13 of the Model City Tax Code gives an opportunity to offset the sales tax by the Franchise Agreement. The town has a 2% sales tax. If you approve Option 13 of the Model City Tax Code, then you collect both the Franchise and the sales tax. If you don't approve Option 13 of the Model City Tax Code, you can still keep the Franchise, but it will be offset by the 2% sales tax. Ms. Lee said another example is if you have a 3% sales tax and a 2% Franchise, you would get the 3% sales tax and 1% Franchise. Town Attorney Goodwin said if you want 2% + 2%, tell her and she will get the language correct.

There was Council discussion about being in compliance with overhead powerline safety laws. The town wants to make sure these are covered in the agreement. Ms. Lee stated that relates to state law in complying with our overhead safety, as dictated by Arizona State Law.

Nancy Wright wanted to clarify the agreement. She said if the voters approve this, and at some point you want to change it, it doesn't have to go back to the voters? Mayor Nolan said yes and that's why he didn't want to go with the 0%, because it is misleading to the citizens. He said if we go with 2%, we can reduce it down.

Ms. Lee stated the Council has to approve whether the Franchise Agreement goes to the voters to be voted on. She said the voters, per State law, approve the Franchise Agreement as presented, which is a 25-year agreement. The full legal language of the Franchise Agreement will be printed in the newspaper. She said at your next Council meeting is when you decide whether to approve the Franchise Agreement. She provided Council with a sample resolution and a sample ballot. Once the Franchise Agreement is approved, she will work with the Town Clerk to get the ballot language to Yavapai County and move forward with the election accordingly.

Leigh Cluff wanted to clarify whether the Franchise Agreement would have to go back to the voters to change the percentage. Ms. Lee stated that no part of the Franchise Agreement can be changed by Council, except if the language allows it for the fee. She spoke about what the Mayor Nolan is saying that he would prefer it to be a 2% fee so that it can be reduced without going back to Council. There is also an option where there could be a 0% to 2% fee that the Council could approve at any time. Town Attorney Goodwin stated the Franchise Agreement will say 2% with the ability of the Council, if needed, to reduce it down and it won't have to come back to the Council.

CM Brooks stated in order to institute the Franchise Agreement, the voters have to approve it. Ms. Lee said yes.

C. How was the authorization made for extending Volunteer of the Year applications (CAARF – CM Brooks)

CM Brooks asked why was the VOTY nomination period extended because the April Newsletter stated the nomination period was to be closed by 5:00 pm. on April 11th. She asked who had the authority to extend it and how was it extended. ITM Hanks spoke regarding the process. He stated that on April 10th, Beth Evans, Administrative Assistant II, came to him and stated that we had no nominees for VOTY and that we needed to send the Newsletter to the Editor. At that time, he made the decision to extend it for a month because we hadn't received any nominations.

D. What is the status of the lease agreement on Town Hall and the Sheriff's Office (CAARF – CM Brooks)

CM Brooks asked what the status is on the lease agreement for Town Hall and the Sheriff's Office. She said that Town Attorney Goodwin works with CM McBrady through these meetings and felt that this should be assigned to someone else in her office. ITM Hanks stated that after the agenda was put together for this meeting, he received the initial contract for review from the Town Attorney's office. The lease is scheduled to be on the next meeting.

E. What is the status of hiring a new Town Clerk (CAARF – CM Brooks)

CM Brooks asked what the status is on hiring a new Town Clerk. She stated she heard that the posting was closed and that we had some interviews. ITM Hanks stated that we have had interviews with four that were selected out of ten applications. We made an offer to one and we have until Thursday to hear back from them in writing. As soon as I hear back from them, I will send an email out to everyone.

Gary Mortimer asked when is the time up for that offer. ITM Hanks stated this Thursday, May 9th.

F. Is it true Greater Prescott Regional Economic Partnership (GPREP) is no more and being reorganized under Central Arizona Partnership (CAP) or different name (CAARF – CM Brooks)

CM Brooks stated that GPREP is for economic development, but there are no minutes or feedback from the GPREP meeting to the Council. She said if you call the office, they say they are going dark. Dark is a general, relative statement. She said there is a contract coming up and we should not enter into a contract on something that is not forthcoming to not only the Councilmembers, but to the public. She stated she didn't think that it is a committee that we need to be active in because she would like some reports on it.

Mayor Nolan stated he sent the quarterly financial report and a report about what GPREP is doing to Council through Ms. Evans. He said that it is going dark, but there is a conflict because no one on the Board of Directors knew who chose that idea to go dark. That means they are going to stop and maybe come back and reorganize. He stated we don't have to pay anything. There was further Council discussion on GPREP and Council would like to have a representative from the organization come to the Council and give them an update.

G. Discussion of meeting at Smelter Site called by Mayor in regards to planning of site after cleanup is done (CAARF – CM Brooks)

CM Brooks asked about a meeting that is scheduled for May 10th at the Smelter site with EPA. She said there was no news about this meeting and Council had not discussed this at any previous meetings. She said she wanted clarification about this meeting. Mayor Nolan said that EPA is not involved in this meeting. He said that he set up the meeting and he sent out the invitations to museums, historical societies, Senators, Representatives, supervisors and Council. CM Brooks questioned whether the Council would be in violation of the open meeting law. Mayor Nolan said we can send out a quorum notice. CM Brooks said she received a copy of an email from Jeff Dhont, with the Environmental Protection Agency (EPA) that stated the Smelter site should not be open to the public. Mayor Nolan stated it is open for the invitees and that EPA is just covering themselves.

There was Council discussion regarding the issues involved with having this event at the Smelter Site. It was discussed that EPA does not support this event, as it a hazardous site and should not be open to the public. In contacting our risk management company, the Town was advised that they would not have insurance coverage for this event. TA Goodwin said that the Town would have liability if anyone was hurt by holding this event. There was also discussion on whether it was for invitees only, or if the general public was invited. Council discussed that this event wasn't handled properly as it should have come before Council first. Council recommended cancelling this event.

Leigh Cluff questioned whether this is a private or public event because it was in the Newsletter. There was Council discussion regarding the event being private or public.

Ron Thibodeau asked if the Mayor had been to the EPA meetings. Mayor Nolan said yes, he had. Mr. Thibodeau said he asked the EPA to set up a meeting to have a tour, but that never happened. He asked if the Mayor was there as a resident or the Mayor. Mayor Nolan said as the Mayor. He asked the Mayor if he was the owner. Mayor Nolan said he was not the owner. He stated he didn't like the idea of it becoming a State Park and there are going to be other ideas, and if this is closed meeting how does this prepare the community for the 15th meeting with the EPA. Mayor Nolan stated the Newsletter says it is open to the public.

VM Wendt asked ITM Hanks who put the article in the Newsletter. ITM Hanks said Ms. Evans was directed by the Mayor to put it in the Newsletter. Mr. Thibodeau stated if it is open to the public, that creates the liability issue. He said as a community, we should be able to go there before the meeting on the 15th with the EPA so we can get some ideas. He said he hasn't gotten any emails from the EPA about this meeting. Mayor Nolan said EPA knew about this meeting for three months. Mr. Thibodeau said he would be at the meeting.

CM Brooks asked Mayor Nolan why Council didn't hear about the meeting. She stated she is not worried about contamination, as she lives to the north of the site. She said, with the grass that has grown up around the site, the dust doesn't not blow around like it used to, but her big fear is the stack because it is dangerous. She said there used to be two stacks, one was brought down in 1955 because it was so dangerous.

Mr. Thibodeau said he thinks there should be more discussion about what needs to be done with the site.

VM Wendt asked TA Goodwin what we can do to cancel this event. TA Goodwin said she was concerned about the potential liability of the Town and said the Newsletter article would be used as evidence. She said the Town needs to make clear this is not a Town meeting or Town sponsored event in any way. She said the Mayor is correct, absent someone going to court and getting an injunction against him, we can't do anything. She said she is seriously concerned about the possible liability to the Town.

Nancy Wright said the Town could contact the people involved and tell them not to come. VM Wendt said it is in the Newsletter, and we don't have any way to contact the invitees. She said we need to make it clear this is not a Town event.

H. Discussion on having a third meeting every month

ITM Hanks stated this was listed on our tentative meeting items and if you want to discuss this we can.

There was Council discussion on having a third meeting every month. One reason is because the agendas are getting longer and having an additional meeting would help. The third meeting can always be eliminated. Waiting for the new Town Manager and Town Clerk to be hired was discussed and having extra meetings for the budget already scheduled was discussed.

ITM Hanks said that, from a Staff standpoint, adding an additional meeting at this time may be a strain on Staff.

4. Special Meeting. Legal action may be taken.

A. Public Works – Chipseal Contract Award (Staff CC)

ITM Hanks said that the annual chipseal project was advertised and we had two responsible bidders, Earth Resources Corporation and Asphalt Paving and Supply. Earth Resources Corporation was the lowest responsible bidder at \$206,827. This is a little larger for a chip sealing project, but due to the high cost of oil, we combined chip sealing and fog sealing and saved some money overall. Staff recommends awarding the contract to Earth Resources Corporation.

VM Wendt made a motion to award the chip sealing contract to Earth Resources Corporation in the proposed amount of \$206,827, seconded by CM Collins. CM Brooks – aye; CM Collins – aye; CM McBrady – aye; VM Wendt – aye; Mayor Nolan – aye. The motion passed unanimously.