

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

Tuesday, March 5, 2013, 6:30 P.M.

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

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

AGENDA

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

1. Call To Order.

2. Opening Ceremonies.

2.1. Pledge of Allegiance.

2.2. Invocation.

3. Roll Call. Town Council Members Arlene Alen, David Hiles, Mark McBrady, Denise Rogers, Nancy Wright; Vice Mayor Dennis Repan; and Mayor Terry Nolan.

4. Announcements Regarding Current Events, Guests, Appointments, and Proclamations.

Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action.

4.1. EPA visit and update regarding the Superfund sites.

5. Town Manager's Report. Update on Current Events.

6. Consent Agenda.

6.1. Minutes. Minutes from the February 12, 2013 Work Session and February 19, 2013 Regular Meeting.

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

- 8. **Discussion Agenda – Unfinished Business.** Discussion and Possible Action on any issue which was not concluded, was postponed, or was tabled during a prior meeting.
- 9. **Discussion Agenda – New Business.** Discussion and Possible Action on matters not previously presented to the Council.
 - 13 **9.1. Town Prosecutor Contract.** Discussion and possible action to approve a contract with Carrie A. Montavon, PLLC for prosecutorial services.
 - 21 **9.2. Letter to ADOT in support of keeping the widening of S.R. 89 from Chino Valley to Deep Well Ranch Rd. in ADOT’s 5-year plan.** Discussion and possible action to approve sending a letter to ADOT in support of the retention of the widening in ADOT’s 5-year plan. [CAARF requested by Mayor Nolan]
 - 25 **9.3. Town Hall Facilities Options.** Discussion only of the Town’s options. [CAARF requested by VM Repan]
 - 9.4. Discussion and possible action or direction to staff related to the Notice of Trustee’s Sale for property owned by Humboldt Station, Inc. (Parcel Nos. 402-08-079B and 402-090-024F), including possible purchase or lease.** The Council may, by majority vote, recess the regular meeting, hold an executive session and then reconvene the regular meeting for discussion and possible action on this item.
 - 9.4.1. Recess into and hold an executive session** pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding to the Notice of Trustee’s Sale for property owned by Humboldt Station, Inc. located at 2735 South Highway 69, Dewey-Humboldt, Arizona, including financing options, and pursuant to A.R.S. § 38-431.03(A)(7) for discussions or consultations with designated representatives of the Town in order to consider its position and instruct its representatives regarding the possible purchase or lease of real property located at 2735 South Highway 69, Dewey-Humboldt, Arizona.
 - 9.4.2. Reconvene Regular Meeting.**
 - 9.5. Discussion and possible action to approve a settlement agreement in the matter of Price v. Town of Dewey-Humboldt.** The Council may, by majority vote, recess the regular meeting, hold an executive session and then reconvene the regular meeting for discussion and possible action on this item.
 - 9.5.1. Recess into and hold an executive session** pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position in settlement discussions conducted in order to resolve litigation in the matter of Price v. Town of Dewey-Humboldt.
 - 9.5.2. Reconvene Regular Meeting.**
- 10. Public Hearing Agenda.** None.

THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.

11. Comments from the Public. The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. At the conclusion of Comments from the Public, Council members may respond to criticism made by those who have addressed the public

body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Council members are forbidden by law from discussing or taking legal action on matters raised during the Comments from the Public unless the matters are properly noticed for discussion and legal action. The total time for Public Comment is **3** minutes per person. The audience is asked to please be courteous and silent while others are speaking.

12. Adjourn.

For Your Information:

Next Town Council Meeting: Tuesday, March 19, 2013, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, March 7, 2013, at 6:00 p.m.

Next Town Council Work Session: Tuesday, March 12, 2013, at 2:00 p.m.

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

Certification of Posting

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Dewey-Humboldt Town Hall, 2735 South Highway 69, Humboldt, Arizona, Chevron Station, 2735 South Highway 69, Humboldt, Arizona, Blue Ridge Market, Highway 69 and Kachina Drive, Dewey, Arizona, on the ____ day of _____, 2013, at ____ p.m. in accordance with the statement filed by the Town of Dewey-Humboldt with the Town Clerk, Town of Dewey-Humboldt.

By: _____, Town Clerk's Office.

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

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EPA Update on Iron King Humboldt Smelter Investigation March 2013

Submitted by: Zi Zi Searles

Remedial Project Manager- Iron King Mine-Humboldt Smelter Superfund Site

US EPA Region 9

February 15th, 2013

Greetings, Citizens of Dewey-Humboldt. The Environmental Protection Agency (EPA) would like to introduce you to the new Iron King Mine Humboldt Smelter (IKHS) Superfund site cleanup team. Jeff Dhont will now serve as lead Remedial Project Manager (RPM), Zizi Searles as supporting RPM, John Hillenbrand as consulting RPM and mines expert, and Grace Ma as Community Involvement Coordinator (CIC). Following the birth of her son, former site RPM Monika O'Sullivan transitioned into a new position as a contracting Project Officer. Monika will continue to support IKHS by assisting Jeff and Zizi with contracting needs. David Cooper, previous site CIC, retired in January and has transitioned his responsibilities to Grace Ma. In addition, EPA works closely with the Arizona Department of Environmental Quality (ADEQ) on the site. The ADEQ Project Manager is Wayne Miller and the CIC is Wendy Flood.

The new IKHS team wants to reassure the community that making progress towards cleanup is a top priority for the EPA. Over the last year we worked to fill critical data gaps by installing additional groundwater monitoring wells and sampling the main tailings pile at the former Iron King mine. We were able to meet with the community last July to provide an update of these ongoing remedial investigation activities and look forward to doing so again soon. We also retained new contracts to support our investigation of the site. In the coming months the new IKHS team will continue to work to fill existing data gaps needed to fully characterize the nature and extent of contamination. To ensure the community stays informed of EPA's schedule and progress, the IKHS team will provide updates via the town newsletter and City Council briefings as well as hold evening community meetings to provide information to the broader community and answer questions.

The new IKHS team is scheduled to give their first City Council briefing on Tuesday March 5. During this meeting EPA will update the community on progress being made to determine the area of smelter and mine influence, our 2013 work-plan, and upcoming activities of interest.

In closing, we are working to get this site to a place where cleanup decisions can be made. EPA's goal is to protect human health and the environment. In order to achieve this goal, the EPA team, in partnership with ADEQ, is overseeing the production of an enhanced Remedial Investigation report. This report is the final milestone to be reached before work on the Feasibility Study can begin. The Feasibility Study will explain the various options EPA and ADEQ have developed for cleaning up the site. Prior to selecting a preferred cleanup option or taking action, EPA will share a plan with the community and obtain public comment. Completing the Feasibility Study is a high priority for the team and something we are working towards each day. We look forward to working with your community.



**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
STUDY SESSION MINUTES
TUESDAY, FEBRUARY 12, 2013, 2:00 P.M.**

A STUDY SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, FEBRUARY 12, 2013, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** The meeting was called to order at 2:01 p.m.

2. **Roll Call.**

2.1. Town Council. Town Council Members Arlene Alen, David Hiles, Mark McBrady, Denise Rogers, Nancy Wright; Vice Mayor Dennis Repan; and Mayor Terry Nolan were present.

3. **Study Agenda.** No legal action to be taken.

3.1. Discussion with Teri Drew of NACOG on Economic Development on issues and opportunities for economic development in D-H and related issues. Discussion and possible action. [CAARF CM Wright]

Teri Drew with NACOG gave a presentation on Economic/Workforce Development programs available through NACOG. There was discussion on Dewey-Humboldt's attributes and shortfalls pertaining to Economic Development. Ms. Drew announced a Tourism Forum in Page this year.

Public comment was taken on this item.

Jerry Brady spoke on the U.S. Dept. of Agriculture and NACOG complimenting Economic Development; updates to the Forest General Plan; and heavy metal and mineral mining in this area.

3.2. Old Black Canyon Highway issue review, update and next steps. Pat Naville, Land Surveyor with SWI, will be in attendance.

Town Manager, Yvonne Kimball gave an overview on the Old Black Canyon (OBC) Highway issue. Pat Naville and Richard Aldridge were present to speak on SWI's earlier survey done on the highway for the Town and conflicting information identified from the title report. Mr. Naville reported they did not find anything in archives of when the roadway was legally created.

Public comment was taken on this issue.

Jerry Brady spoke on other areas with similar issues; monies available to survey the town; requirements for keeping it as a frontage/secondary road for development; historically being an arms and post road; requirement to obtain permission from Army Secretary and Army Corp of Engineers to make any changes to it.

Town Attorney Phyllis Smiley spoke on the recommendation to clear title to the properties, and obtain ownership. There was discussion on what to do if someone will not agree to have their property surveyed; costs to date and expected legal, engineering and appraisal costs to proceed; "Due on Sale" clause concerns. Town Attorney Susan Goodwin spoke on not maintaining the road if the ownership does not belong to the Town and ways to mark the road where maintenance will end. There was a suggestion that the property owners transition the road into the Town Maintenance System.

Public comment was taken on this item.

Jack Hamilton spoke on there being a right-of-way that is not aligned with the current roadway, and recommended they find out where that ROW is located.

Jerry Brady spoke on the establishment of public lands and enumeration of properties under the Federal Fortification Act.

Vice Mayor Repan recommended directing staff to put this on another meeting for direction/action on what to do next, finding the end point for town owned section of roadway. Town Manager Kimball explained they would need to get a cost for the engineer to determine the end point through a survey.

3.3. Discussion on advertising in the Town Newsletter. If Council wishes to allow advertising then a clear written policy needs to be implemented. Discussion of pros/cons and related issues. [CAARF CM Wright – moved to Work Session for discussion from January 15, 2013 meeting]

Town Manager Kimball gave an overview and provided a sample policy from Peoria.

Councilmember Rogers spoke on the idea to have paid advertising to help off-set the cost of publishing and mailing the newsletter. There was discussion on current unwritten policy; analyzing costs, determining ad charges and who will administer the advertising process.

Public comment was taken on this item.

Jerry Brady spoke on losing immunity as a government through commercial uses and if charging for advertising must accept from all commercial enterprises.

There was discussion on who to accept ads from and whether to offer free ads for businesses in town. Councilmember Wright recommended they obtain estimates and analysis and discuss this again in the budget process.

4. Comments from the Public.

Jack Hamilton spoke on Old Black Canyon Highway and historically being County maintained; how many people this ruling will affect and concerns for diminished property values.

Jerry Brady spoke on Monogram wanting to abandon the road; the Town never taking collateral action to bring the road back in to the town; Federal and State Fuel tax reports; and updating data and laws affecting OBC.

5. Adjourn.

The meeting was adjourned at 4:05 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
TUESDAY, FEBRUARY 19, 2013, 6:30PM**

A REGULAR SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, FEBRUARY 19, 2013, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** The meeting was called to order at 6:30 p.m.
2. **Opening Ceremonies.**
 - 2.1. **Pledge of Allegiance.** The pledge was led by Frank Davidson.
 - 2.2. **Invocation.** Given by Councilmember Wright.
3. **Roll Call.** Town Council Members Arlene Alen, David Hiles, Mark McBrady, Nancy Wright; Vice Mayor Dennis Repan; and Mayor Terry Nolan were present. Councilmember Denise Rogers was absent.
4. **Announcements Regarding Current Events, Guests, Appointments, and Proclamations.** Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action.

Mayor Nolan congratulated Councilmember Arlene Alen on her recently awarded fellowship to the Flinn-Brown Civic Leadership Academy.

- 4.1. **Discussion with Jerome Police Chief Muma on the costs, challenges and any other pertinent information with regard to having our own police dept.** As Council & Staff start into the budget process they need information to make an informed decision on the cost comparison between starting our own police department and continuing with the Yavapai County inter-government agreement for services. [CAARF CM Wright]

Chief Allen Muma gave a PowerPoint presentation on what it would take to set up a police department rather than contracting with the Yavapai County Sheriff's Office (YCSO). He answered questions on how long it would take to implement it; availability of blanket policies; benefits and offering the State Public Safety Retire System for retention; startup costs and RMS systems; how to organize shifts for best coverage.

Public comment was taken on this item.

Earl Goodwin spoke on his knowledge regarding this issue and why the Town contracted with the County for their police services; cost comparisons; turnover and recruitment and other concerns with changing the Town's current arrangement.

Jack Hamilton spoke on forming a committee to study this issue; finding out how many retired police live in the area.

David Nystrom spoke on studying this issue carefully before making changes and concerns during implementation.

Lydia Chapman spoke on surveying citizens on the current services.

There was discussion on training of officers. Councilmember Wright explained why she put this on the agenda – thinks it could be cost effective and establish control over enforcement philosophies.

It was agreed to put this on a future work session and have staff research it.

5. Town Manager's Report. Update on Current Events.

5.1. HB 2657 TPT Simplification and its potential impact on future budgets.

Town Manager Kimball gave a brief overview on this and her concerns for a loss of revenue. She explained that she had just heard the bill was put on hold for now. There was brief discussion on how this might affect revenues for the town.

5.2. CYMPO Metropolitan Transportation Improvement Plan meeting.

Town Manager Kimball spoke on an MTAC meeting she would be attending and speaking to them regarding a traffic change at Main Street and Highway 69 intersection.

There was brief discussion on historical information on this effort.

6. Consent Agenda.

6.1. Minutes. Minutes from the February 5, 2013 Regular Meeting.

Councilmember Wright made a motion to accept the Minutes from the February 5, 2013 Regular Meeting as presented, seconded by Vice Mayor Repan. It was approved unanimously.

7. Comments from the Public (on non-agendized items only).

None.

8. Public Hearing Agenda.

8.1. Public Hearing on Text Amendment to Town Code § 153.125-138 (Sign Code).

Public Hearing, discussion and possible action on amended Sign Code Amendments.

The Public Hearing was opened at 8:06 p.m. Community Development Coordinator, Warren Colvin gave an overview of what was modified on the sign code since the last time the Council addressed it: Billboards, square footage of signs, and illumination. There was discussion of limitations on electronic signs; billboard size; staying with parcel size rather than lineal footage when clarifying signage for commercial complexes; murals versus signage.

Councilmember Hiles spoke on increasing signage for businesses located on corner lots from 1 wall sign and 1 sandwich board to 3 wall signs and 1 sandwich board. There was discussion on this, and the inability currently to have an exception to increase the number of signs, in the code. Town Attorney Phyllis Smiley and P&Z Chair Clark spoke on these issues with the sign code.

Public comment was taken on this item.

Jack Hamilton spoke on this being a public hearing and not open for council discussion.

As there were no further comments the Public Hearing was closed at 8:49 p.m.

Councilmember Hiles made a motion to approve the sign code as presented with 1 exception to change on page 27 of 35, changing the third column from the left, first paragraph, the digit 2 to 4 for a total of 4 signs, and the digit 1 to 3 for the amount of wall signs, seconded by Councilmember McBrady. Mayor Nolan asked the mover if he would amend the motion to include changing the allowable size for billboards from 300 square feet to 600 square feet. A vote was taken first on the motion on the floor, which passed by a 5-1 vote in favor, Mayor Nolan voting against.

Mayor Nolan made a motion to increase the allowable size for billboards from 300 square feet to 600 square feet. The motion failed for lack of a second.

9. Discussion Agenda – Unfinished Business. Discussion and Possible Action on any issue which was not concluded, was postponed, or was tabled during a prior meeting.

9.1. Ordinance 13-96 Sign Code Amendments repealing 153.125 through 153.138 and adopting 153.125 through 153.138 inclusive.

Councilmember Hiles made a motion to approve the ordinance with previously discussed changes, seconded by Mayor Nolan. It was approved unanimously.

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

10.1. Planning and Zoning Commission Activity update.

CDC Warren Colvin gave an overview. P&Z Chair, Claire Clark spoke on her recommendations to start with the top two items on the Council's priority list and addressing them simultaneously to expedite the process.

Public comment was taken on this item.

Jack Hamilton spoke on Outdoor Storage needing to be addressed soon.

11. Comments from the Public.

None.

12. Adjourn.

The meeting was adjourned at 8:58 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

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CONTRACT FOR LEGAL SERVICES

This Contract made and entered into this ____ day of _____, 2013 between the Town of Dewey-Humboldt, Arizona, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter “Town” and Carrie A. Montavon, P.L.L.C., an Arizona professional limited liability company, hereinafter “Montavon” or “Contractor”.

RECITALS

1. Town requires the services of a Town Prosecutor to provide legal services to it.
2. Montavon desires to provide prosecutorial legal services as an independent contractor for Town in the capacity of Town Prosecutor.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, Town and Montavon agree as follows:

TERMS

1. Appointment of Town Prosecutor: Town hereby appoints and retains Montavon as its Town Prosecutor. Town shall retain separate counsel to provide general civil municipal services.
2. Scope of Work:
 - a. Montavon shall provide the services described and set forth in Exhibit A, Scope of Services (“Work”), which is attached hereto and incorporated herein.
 - b. Montavon shall supervise and direct the Work, using its best skill and attention and Town shall not have authority to supervise or control the work of Montavon or Montavon’s employees. Montavon shall be solely responsible for all means, methods, techniques, sequences, procedures and for coordinating all portions of the Work. Montavon shall be responsible to the Town for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the Work.
 - c. Montavon is not entitled to worker’s compensation benefits from Town.
 - d. Montavon is free to establish and control its times of performance of the Work and Town shall not dictate times of performance.
 - e. Montavon is not required to perform work exclusively for the Town during the term of this Contract.

f. Town and Montavon will retain separate business operations.

3. Standard of Performance: Montavon agrees to faithfully represent the interests of Town as its Town Prosecutor and to provide, furnish, and pay for all of Montavon's non-reimbursable overhead expenses and to make available equipment necessary to accomplish those ends. Montavon employees shall be available at all reasonable times to render the services required hereunder.

4. Extent of Services: Montavon shall devote the necessary time and attention to its obligations as specified in this Contract. Town recognizes that Montavon shall also be allowed to engage in the private practice of law which includes representing clients other than Town. The parties acknowledge that there will be situations where Town may contract with other persons to provide legal services beyond the scope of Montavon's obligations under this Contract or, in the event Montavon has a conflict, that would prevent Montavon from representing the Town in a matter.

5. Payment: All compensation shall be paid by Town within fifteen (15) days of receipt of invoices, statements or billings therefor, unless the Parties otherwise agree in writing. Invoices shall be provided by Montavon at least, but no more than, once monthly. No payment shall be made by Town without receipt of an invoice therefor.

6. Contract Fee: Montavon shall be paid \$1,600.00 per month for the Work as rendered by it and its employees.

7. Contract Term: The term of this Contract will commence on _____, 2013, and continue for a period of two (2) years therefrom or otherwise as may be set forth in Exhibit A.

8. Independent Contractor: This Contract does not create an employee/ employer relationship between the parties. It is the parties' intention that Montavon will be an independent contractor and not the Town's employee for all purposes including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Arizona revenue and taxation laws, Arizona workers' compensation law, and Arizona unemployment insurance law. Montavon will retain sole and absolute discretion and judgment in the manner and means of carrying out Montavon's activities and responsibilities hereunder. Montavon agrees that it is a separate and independent enterprise from Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the Work. This Contract shall not be construed as creating any joint employment relationship between Montavon and Town and Town will not be liable for any obligation incurred by Montavon including, but not limited to, unpaid minimum wages and/or overtime premiums.

9. Office Facilities: Montavon shall furnish assistance to Town from Montavon's office, other attorneys' offices and such other facilities and services normally suitable and adequate for the performance of the duties as set forth in this Contract.

10. Labor and Materials: Montavon shall provide, pay for and insure, under the requisite laws and regulations, all labor, materials, equipment, and transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

11. Indemnification: Montavon and its Surety, their successors and assigns, shall appear, defend, indemnify and hold harmless Town, members of Town's governing body, its officers, agents, representatives, successors and assigns from and against all claims of any character or nature, demands, suits, actions, costs including, but not limited to, wages or overtime compensation due employees in rendering services under this Contract, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities, whether direct or indirect, and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act or any other federal or state laws, arising out of the Work performed under the terms of this Contract, or on account of any act or omission by Montavon or its agents, employees or representatives, or from any claims or amounts arising or recovered under Workers' Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of Montavon, its agents, employees or representatives to fulfill Montavon's obligations under this Contract. It is the intent of the parties to this Contract that Town shall, in all instances, be indemnified against all liability, losses, and damages of any nature whatsoever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Contract. The provisions of this paragraph shall survive termination of this Contract.

12. Governing Law: This Contract shall be governed by the laws of the State of Arizona.

13. Insurance: Montavon shall purchase and maintain professional liability insurance in minimum amounts of \$250,000.00 per specific claim and \$500,000.00 per aggregate claim per occurrence. Certificates of Insurance, acceptable to Town and designating Town as an additional insured, shall be filed with Town prior to commencement of the Work. The Certificates shall contain a provision that coverage is supported and that the policies will not expire, be canceled or changed until all Work has been completed.

14. Termination: Town may terminate this Contract at any time, with or without cause, at the direction of the Town Council. Montavon may terminate this Contract upon a minimum of thirty (30) days' notice.

15. Successors and Assigns/Benefit: This Contract shall inure to the benefit of and be binding upon Montavon and its successors and assigns. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the previous written consent of the Town. In the event any employee of Montavon should leave the firm or be unable to act during the term hereof, the remaining member or members of the firm shall perform all

services required hereunder and, at Montavon's option, additional qualified personnel may at any time be added to the firm to perform said services.

16. Rights and Remedies: The duties and obligations imposed by this Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Town or Montavon shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence of any briefs thereunder, except as may be specifically agreed in writing.

17. Litigation: If either party to this Contract is required to enforce the provisions of any or all terms of this Contract by arbitration or litigation, the prevailing party shall be entitled to recover from the losing party all costs and attorneys' fees incurred herein.

18. Notices: Any notice required or permitted to be given under this Contract shall be sufficient if in writing and if sent by certified or registered mail to the other party at the respective offices listed below:

Town of Dewey-Humboldt
P.O. Box 69
2735 South Highway 89, Suite 12
Humboldt Station, Humboldt, AZ 86329
Attn: Town Manager

Carrie A. Montavon, P.L.L.C.

Attn: Carrie A. Montavon

19. Conflict of Interest: Under Section 38-511, Arizona Revised Statutes, as amended, Town may cancel any contract it is a party to within three years after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Town is, at any time while the contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. In the event Town elects to exercise its rights under § 38-511, Arizona Revised Statutes, as amended, Town agrees to immediately give notice thereof to Montavon at the address specified above.

20. Entire Agreement: This instrument contains the entire Agreement of the parties. This Contract may be changed only by a written agreement signed by both parties.

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

22. Immigration Law Compliance Warranty:

a. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program.

b. If Contractor uses any subcontractors in performance of the Work, 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.

c. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town, at its option, may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at the Town of Dewey-Humboldt, Arizona the day and year first above written.

TOWN OF DEWEY-HUMBOLDT

CARRIE A. MONTAVON, PLLC

By: _____
Terry Nolan, Mayor

By: _____
Carrie A. Montavon

ATTEST:

Judy Morgan, Town Clerk

APPROVED AS TO FORM:

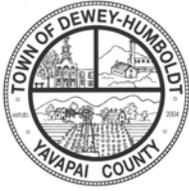
Curtis, Goodwin, Sullivan Udall & Schwab, P.L.C., Town Attorney
By Phyllis L.N. Smiley

EXHIBIT A

SCOPE OF SERVICES (“WORK”)

1. Montavon shall serve as a Town of Dewey-Humboldt Prosecutor and shall prosecute and/or manage the disposition of all misdemeanor criminal actions filed through the Magistrate Court in accordance with applicable State and Federal laws.
2. Montavon shall perform services in accordance with the standards, canons, and practices approved by the State Bar of Arizona and other applicable professional standards.
3. Montavon shall prepare for, and appear at, all court proceedings pertaining to all misdemeanor criminal actions including, but not limited to, pretrial conferences, motions, jury and non-jury trials, evidentiary hearings, sentence reviews, revocation of probation hearings, special hearings, oral arguments, sentencings, orders to show cause, appeal proceedings and special actions, as well as appeals to higher courts. Montavon shall confer with town staff on criminal cases at town staff's request.
4. Montavon shall provide a substitute prosecutor when unable, for any reason, to appear in Court. Substitute counsel shall not be used routinely. In general, substitute counsel shall be used only when Montavon cannot serve as Prosecutor because of legal conflict, illness, vacation or prior legal commitment in another Court. Contractor shall provide Town and the Town Attorney with the name(s), address(es) and telephone number(s) and professional resumes of substitute counsel who will be responsible for providing prosecutorial services. No counsel shall be offered as a substitute for performance of prosecutorial services without the prior written consent of the Town Attorney. Such consent shall not be arbitrarily or unreasonably withheld or withdrawn.
5. At no time shall Montavon's private practice caseload reach such a level, during Montavon's service as Prosecutor, so as to jeopardize Montavon's ability to complete a case as Prosecutor.
6. Montavon shall provide, furnish, and pay for all of its overhead expense including, but not limited to, office space, telephones, transportation, photocopies, photographs, office supplies, reports, secretarial services, publication of briefs, and shall make available equipment necessary to perform the services required by this Contract.
7. Montavon shall provide the Town Manager with a report of its active and resolved cases on a monthly basis. The report shall include summary information as to the nature of the case, and status of the proceedings on each case.

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

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: [3/05/13].

Date of Request: [2/22/13].

Type of Action: Routine/Consent Regular

Requesting: Action Report Only

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

CYMPO's Executive Board has approved a letter to ADOT in supportive of keeping the widening of ST route 89 from Chino Valley to Deep Well Ranch Rd. in the ADOT's five year plan. CYMPO board also asked each entity to join this effort. I would like to discuss sending a letter to ADOT for that purpose.

[]. A request by [Mayor Nolan] to discuss [].

Purpose and Background Information (Detail of requested action): []

Staff Recommendation(s): [].

Budgeted/Amount: \$[0].

Expected duration of discussion or report: [10 min]

List All Attachments: [see attached letters: CYMPO and proposed D-H letter].

Type of Presentation: Oral.

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

Contact Person: [Mayor Nolan].



Central Yavapai Metropolitan Planning Organization

1971 Commerce Center Circle, Ste. E
Prescott, AZ 86301
Phone: 928-442-5730
Fax: 928-442-5736
www.cympo.com

February 21, 2013

Mr. Scott Omer
Multimodal Planning Division Director
Arizona Department of Transportation
206 S. 17th Avenue, MD 310B
Phoenix, AZ 85007

Subject: SR89 – JCT SR 89A to Deep Well Ranch Road Widening Project

Dear Mr. Omer:

On February 20, 2013, The CYMPO Executive Board discussed the potential of ADOT modifying the proposed FY14 – FY18 5-Year Program including the possible elimination of the SR89 – JCT SR 89A to Deep Well Ranch Road Widening Project. This is a continuation of the SR 89 Chino Valley Limits to Deep Well Ranch Road Project and the elimination of this important project could severely impact traffic operations and safe, efficient movement of people, goods and services.

The Executive Board respectfully request ADOT and the State Transportation Board keep in the ADOT FY14 – FY18 5-Year Program the construction of SR89 – JCT SR 89A to Deep Well Ranch Road Widening Project.

The Central Yavapai Metropolitan Planning Organization greatly appreciates this consideration as well as the continued support of ADOT and the State Transportation Board.

Respectfully,

Darryl Croft
CYMPO Chairman

dc:jk

cc: Alvin Stump, District Engineer, ADOT Prescott District



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

March 5, 2013

Mr. Scott Omer
Multimodal Planning Division Director
Arizona Department of Transportation
206 S. 17th Avenue, MD 310B
Phoenix, AZ 85007

Subject: SR89 – JCT SR 89A to Deep Well Ranch Road Widening Project

Dear Mr. Omer:

On February 20, 2013, the CYMPO Executive Board discussed the potential of ADOT modifying the proposed FY14 – FY18 5-Year Program including the possible elimination of the SR89 – JCT SR 89A to Deep Well Ranch Road Widening Project. This is a continuation of the SR 89 Chino Valley Limits to Deep Well Ranch Road Project and the elimination of this important project could severely impact traffic operations and safe, efficient movement of people, goods and services.

As a member of the Central Yavapai Metropolitan Planning Organization, the Town of Dewey-Humboldt wishes to support CYMPO executive board's recent request that ADOT and the State Transportation Board keep in the ADOT FY14 – FY18 5-Year Program the construction of SR89 – JCT SR 89A to Deep Well Ranch Road Widening Project.

The Town of Dewey-Humboldt greatly appreciates this consideration as well as the continued support of ADOT and the State Transportation Board.

Respectfully,

Terry Nolan, Mayor

Town of Dewey-Humboldt

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HUMBOLDT, AZ 86329
Phone 928-632-8562 • Fax 928-632-7365

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: 3/12/13

Date of Request: 2/12/13

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 Town Hall Purchase/Facilities Option

Purpose and Background Information (Detail of requested action): The purchase process for the present facilities seems to have come to a standstill, so prior to the budget meetings, would like to discuss what other possibilities there might be.

Staff Recommendation(s): _____

Budgeted Amount: 0

List All Attachments: 0

Type of Presentation: Verbal

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

Contact Person: VM Repan

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.