

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

**Tuesday, August 6, 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, Jack Hamilton, Mark McBrady, Sonya Williams-Rowe, 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. Child Support Awareness Month Proclamation.**

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

**5.1. The Environmental Protection Agency Dewey-Humboldt Superfund Mine Site - Recent Activities and Concerns.**

**5.2. Recent concerns on the Town's Local Government Investment Pool (LGIP) accounts.**

**6. Consent Agenda.**

**6.1. Minutes.** Minutes from the July 9, 2013 Work Session, July 16, 2013 Regular Meeting and July 23, 2013 Special Work Session.

**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.

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**9.1. Water Advisory Commission and Middle Verde Water Advisory Commission memberships for FY 2013-14.** Discussion and possible action on whether to pay the membership(s) fee and/or to participate in the above commission(s).

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**9.2. The Town’s Current Recycle Program and Dumpster Day program contract update and future of the programs.** Review of the contract, discussion and possible action on options.

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**9.3. Approval for Mayor to attend the ribbon cutting event for the March of Dimes, March for Babies on September 7<sup>th</sup> in Prescott.**

39

**9.4. To decorate Town Hall for Christmas December 2013.** [CAARF requested by Mayor Nolan]

41

**9.5. Move work session to later time or Friday afternoon.** [CAARF requested by CM Williams-Rowe]

**10. Public Hearing Agenda.** None.

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**THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.**

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**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, August 20, 2013, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, August 8, 2013, at 6:00 p.m.

Next Town Council Work Session: Tuesday, August 13, 2013, at 2:00 p.m.

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

## *August 2013*

*WHEREAS, the Town of Dewey-Humboldt promotes a thriving, productive, proactive and engaging community by taking a collaborative and holistic approach to help families benefit from both co-parenting and community support; and*

*WHEREAS, providing financial support represents a part of parental responsibility and consistent financial support minimizes conflict between parents, ensures a greater opportunity for involvement of both parents, and increases the likelihood of children reaching their full potential; and*

*WHEREAS, parents spending quality time with their children and focusing on healthy, positive and nurturing interactions and experiences helps to form a healthy bond and contributes to a stronger productive state; and*

*WHEREAS, the Town of Dewey-Humboldt agrees with the State of Arizona to promote the regular payment of support in regards to children and families of all demographics with employers, workforce programs, parenting advocacy organizations, faith base and community groups, and independent child welfare organizations by taking a holistic approach to best meet economic and social needs; and*

*WHEREAS, the Arizona Department of Economic Security, Division of Child Support Enforcement collaborates with the Office of the Attorney General, federal and state agencies, tribal governments, County Attorney Offices, County Clerks of court, faith-based and community organizations, fatherhood groups, enforcement agencies, the business community and employers and other interested parties in sustaining a stalwart community that assists parents in establishing a financial partnership to support their children; and*

*WHEREAS, with the focus of partnering being of great importance, the Department of Economic Security is changing the name of the Division of Child Support Enforcement to the Division of Child Support Services, with the division taking the steps to effectively educate and train all child support staff and partners to provide positive customer engagement and having available quality supportive services within the community to effectively aid parents as they work to meet the physical development, emotional growth, and economic stability of Arizona's children.*

*NOW, THEREFORE, I, Terry Nolan, Mayor of the Town of Dewey-Humboldt, do proclaim August 2013 as Child Support Awareness Month.*

*In witness whereof, I have hereunto set my hand this 6<sup>th</sup> day of August 2013.*

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*Mayor Terry Nolan  
Town of Dewey-Humboldt*

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*Judy Morgan  
Town Clerk*

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**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
SPECIAL STUDY SESSION MINUTES  
TUESDAY, JULY 9, 2013, 2:00 P.M.**

**A SPECIAL STUDY SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JULY 9, 2013, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. VICE MAYOR DENNIS REPAN PRESIDED.**

1. **Call To Order.** Vice Mayor Repan called the meeting to order at 2:10PM.

2. **Roll Call.**

**2.1. Town Council.** Town Council Members Jack Hamilton, Nancy Wright and Vice Mayor Dennis Repan were present; Town Council Members Arlene Alen, Mark McBrady, Sonya Williams-Rowe and Mayor Terry Nolan were absent (they attended the Granite Mountain Hotshots Memorial Service in Prescott Valley, which ran long).

Vice Mayor Repan stated the meeting was cancelled due to lack of a quorum and would be rescheduled at a later date.

3. **Adjourn.** Vice Mayor Repan adjourned the meeting at 2:12PM.

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Terry Nolan, Mayor

ATTEST:

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Judy Morgan, Town Clerk

**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, JULY 16, 2013, 6:30 P.M.**

**A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JULY 16, 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 6:32 p.m.
2. **Opening Ceremonies.**
  - 2.1. **Pledge of Allegiance.** Made.
  - 2.2. **Invocation.** Given by Councilmember Nancy Wright.
3. **Roll Call.** Town Council Members Arlene Alen, Jack Hamilton, Mark McBrady (Arrived late at 6:35 p.m.), Sonya Williams-Rowe, Nancy Wright; Vice Mayor Dennis Repan; and Mayor Terry Nolan were present.

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

Mayor Nolan spoke on volunteer efforts, led by the Mayor, by a group assisting with the Yarnell Fire clean-up on Saturday (July 13).

Councilmember McBrady arrived at 6:35 p.m.

**4.1. Supervisor, Tom Thurman, Meet and Greet/Introduction to Council.**

Mr. Thurman spoke to the Council on ways in which the County can be of help to the Town. He introduced some Yavapai County Staff who attended with him: Charlie Cave (Director of Yavapai County Flood Control) and Marlyn Summers (Administrative Assistant-District 2). He spoke on the recent challenges with the passing Boyce McDonald, the Doce and Yarnell Hill fires, the loss of the 19 Hot Shot firefighters and some County-wide funding cuts.

Charlie Cave spoke on monies available for the town for drainage projects through the YC Flood Control. He spoke on expectations for future funding for these projects.

There was discussion on property taxes, the Hot Shot 19 Monument and problems with the Yarnell clean-up and some illegal activity where people are trying to take advantage of the property owners.

5. **Town Manager's Report.** Update on Current Events.  
Town Manager Kimball spoke on the Federal Environmental Protection Agency being in town last week and working on a public meeting tentatively scheduled in September.
6. **Consent Agenda.**
  - 6.1. **Minutes.** Minutes from the July 2, 2013 Regular Council Meeting.  
Councilmember Hamilton made a motion to approve the minutes as presented, seconded by Councilmember Wright. It was approved unanimously.
7. **Comments from the Public (on non-agendized items only).**

None.

**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.

**8.1. Old Black Canyon Highway follow-up from July 2<sup>nd</sup> meeting and next steps.**

Discussion and possible next steps.

Councilmember Hamilton made a motion to repealing the motion made last meeting regarding research on a document he provided, seconded by Vice Mayor Repan. It was approved unanimously.

Councilmember Hamilton made a motion to waive the client/counsel privilege for the Old Black Canyon Highway communication dated August 10, 2012, seconded by Councilmember Wright.

There was discussion on waiting until the Council could review this document and/or verifying if the privilege had already been waived previously; and on previous decisions regarding the OBC ownership issue. Councilmember Hamilton spoke on questions he has for the attorney and recommended they submit an article for the newsletter informing the citizens on the reasons for the decision made about this roadway.

A vote was taken on the motion to waive the client/counsel privilege. It failed by a 3-4 vote, Councilmembers Alen, McBrady, Williams-Rowe and Mayor Nolan voting against.

Councilmember Alen made a motion to ask staff to aggregate all the data on Old Black Canyon Highway and then set a study session once that data is gathered and the council has had a chance to review it, seconded by Councilmember McBrady.

There was discussion on how far back to research and gather. It was decided that going back to 2012 was adequate.

Public comment was taken on this item.

Jerry Brady spoke on there being no legal descriptions of the town, only for those subdivisions within town. He spoke on records being burned in a fire in 1900.

Town Manager Kimball spoke on three options she felt the Council had: 1. Do a legal description then proceed with the dedication, purchase or condemnation. 2. Do nothing and continue doing what has been done so far. 3. Treat the road as the town's and maintain it as such. Just say it is ours. She spoke on the level of work that the road needs and liability issues with options 2 and 3. Mayor Nolan spoke on the previous council decision to not spend more money on this but wait until the property owners go through the process to bring the road into the town maintained plan through the established "Private to Public Roadway" process.

A vote was taken on the motion to set a study session for this item. It was approved by a 5-2 vote in favor, Vice Mayor Repan and Mayor Nolan voting against.

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

**9.1. Discussion on what criteria will be used and how the Council will conduct its performance review for the Town Manager (TM).** Council Action on evaluation form and timeframe to conduct the review. [CAARF requested by CM Wright]

Councilmember Wright gave a review of her request and spoke on historically doing a review of the town manager prior to determining a raise. She spoke on compiling the

Town Council Regular Meeting Minutes for July 16, 2013 responsibilities of the TM from the Code of Ordinances and including the ICMA performance evaluation. She suggested they do this prior to Ms. Kimball's January anniversary date.

Councilmember Wright made a motion to put the Town Manager's performance review agenda item on the September 10, 2013 Work Session, seconded by Councilmember McBrady. It was approved by a 6-1 vote in favor, Mayor Nolan voting against.

**9.2. Modification of town code 30.031C through council action, resolution and ordinance.** [CAARF requested by VM Repan]

Vice Mayor Repan spoke on agenda items 9.2 and 9.3 being modifications for the same issue, modifying the deadline for submitting Agenda Item Requests to correspond with the Agenda Preparation Meetings.

Vice Mayor Repan spoke on withdrawing the two items to rework them and bring them back later.

**9.3. Modification of town code 30.105D through council action, resolution and ordinance.** [CAARF requested by VM Repan]

Withdrawn by Vice Mayor Repan to rework and bring back later.

**9.4. Inter-Governmental Agreement with Yavapai County regarding Flood Control Funding.** Acceptance or rejection of the IGA.

Town Manager Kimball gave an overview on the monies being allocated to the Town to do drainage projects (\$75k). It was approved by the Yavapai County Board of Supervisors earlier this day.

Councilmember Wright asked about the projects planned with this money. Town Manager Kimball explained they will come back to Council if they engage a contractor for a large project.

Vice mayor Repan made a motion to accept the IGA with Yavapai County Flood control for funding of drainage projects up to \$75,000, seconded by Councilmember Alen.

Public comment was taken on this item.

Jerry Brady spoke in support of obtaining the funding. He also spoke on other Federal funding available to the town.

Town Manager Kimball spoke on the cost for the headwall construction on Foothill Dr.

A vote was taken on the motion which passed unanimously.

**9.5. Rescheduling July 9<sup>th</sup>, 2013 Council Work Session which was canceled because of no quorum.**

Councilmember Hamilton made a motion to reschedule the work session for July 23, 2013 at 2:00 p.m., seconded by Vice Mayor Repan. It was approved unanimously.

**10. Public Hearing Agenda.**

**10.1. Use Permit for Off-Premise Sign.** Discussion and possible action of Use Permit 2013-3 (an off-premise sign application to be located at parcel 402-10-073).

Councilmember McBrady recused himself from this discussion and stepped down from the dais.

Town manager Kimball reviewed the materials contained in the meeting packet regarding the use permit and read the Planning and Zoning Commissions recommendation to accept the use permit for a 5-year period. Questions were asked about the structural components of the tank supports (piers) and possible engineering requirements for the sign. Town Manager Kimball explained this use permit is to allow the use of an off-site sign being put on this property. After that they will need to apply for a sign permit. During the sign permit process, if it is determined that some type of building structure inspection is needed it will be handled accordingly.

Public comment was taken on this.

Jerry Brady spoke on the historic structure following railroad design standards, the tank not being filled with water, and having a group handle historic uses to set design standards.

There was discussion on the fee to renew a use permit.

Councilmember Hamilton made a motion to approve the Planning & Zoning Commission's recommendation for Use Permit 2013-3 (an off-premise sign application to be located at parcel 402-10-073) with the recommended stipulations, seconded by Mayor Nolan. It was approved by a 6-0 vote in favor, Councilmember McBrady being recused from the vote.

Council was reminded they still needed to open the Public Hearing before moving on and would then need to review their decision made before the public hearing.

Mayor Nolan opened the Public Hearing at 8:29 p.m.

Kevin Leonard thanked the Council for passing the use permit. He spoke on the tours and it helping the historic society and town.

Jerry Brady suggested it is minimally intrusive and won't be a burden to infrastructure. He spoke on the options available for the origination of the tour groups.

The Public Hearing was closed at 8:32 p.m.

Councilmember Wright made a motion to accept the recommendation of the Planning and Zoning Commission for Use Permit 2013-3 with the recommended stipulations:

1. Sign and its structural components along with any accessory items shall be constructed as shown and submitted rendering to P&Z Commission and Town Council.
2. Next step, assuming P&Z Commission and Council both approve the application, is to apply for a sign permit as required by Town Code Section 153.138. See below requirements.
3. Staff had originally recommended a one-year use permit; at the July 11<sup>th</sup> P&Z meeting. It was decided that the use permit would be valid for a period of 5 years.
4. Use permit is subject to all the requirements of Town Code Section 153.091 Use Permit.

The motion was seconded by Vice Mayor Reban. It was approved by a 6-0 vote in favor, Councilmember McBrady being recused from the vote.

Councilmember McBrady returned to the dais at 8:35 p.m.

## **11. Comments from the Public.**

Jerry Brady spoke on conditions in Dewey-Humboldt being similar to other wildfire areas. He spoke on maps not matching since surveys were done in WWII and have not been updated.

He spoke on how this could affect the town with lightning strikes. He spoke on having an IGA with Yavapai Flood Control to help with this.

Mayor Nolan spoke on T-shirts supporting Yarnell being available at Scoopz, Mama's Kitchen Café, and Gifts & Games.

**12. Adjourn.**

The meeting was adjourned at 8:37 p.m.

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Terry Nolan, Mayor

ATTEST:

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Judy Morgan, Town Clerk

**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
SPECIAL STUDY SESSION MINUTES  
TUESDAY, JULY 23, 2013, 2:00 P.M.**

**A SPECIAL STUDY SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JULY 23, 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 2:00 p.m.

2. **Roll Call.**

**2.1. Town Council.** Town Council Members Arlene Alen, Jack Hamilton, Mark McBrady, Nancy Wright; Vice Mayor Dennis Repan; and Mayor Terry Nolan were present. Councilmember Sonya Williams-Rowe was absent.

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

**3.1. Potential Purchase of a used dump truck.** Council acknowledgment of purchasing a used dump truck immediately.

Councilmember Wright spoke on not needing to bring these issues to the Council when they have been approved specifically in the budget. Town Manager Kimball responded that what she hears is that Council has no problem with them proceeding with the purchase of the used dump truck. Council agreed.

Public Works Supervisor, Ed Hanks was asked what he felt was the next large piece of equipment needed for the town. He responded, "A water wagon".

**3.2. Code of Conduct Review and Modifications (Sections 3.1 Preamble through 3.5 Conflict of Interest).** Continuation of May 14<sup>th</sup> and June 11<sup>th</sup> council meetings discussion; council review of all members' submissions on individual revision and direction on next steps.

Councilmember Alen spoke on how she added a "**Citizen Participation Guide**" ahead of the Preamble to make it easier to understand and to provide a process to facilitate compliance. There was discussion on this. They agreed to include it in the draft Code of Conduct and include definitions and acronyms.

Council reviewed Vice Mayor Repan's version of modifications to the document regarding the "**Preamble**". Minor word change in Preamble will be to change "city" council to "town" council. Council agreed to include VM Repan's version in the draft Code of Conduct.

Council reviewed Vice Mayor Repan's version of modifications to the document regarding the "**Responsibility of Public Office**", **Section I**. Council seemed satisfied with this version at this time with the option of going back and editing some of it. Any ARS or Code referenced will be included as a definition so it is contained within the document.

Council reviewed VM Repan's version of "**Conflict of Interest**", **Section II**. Councilmember McBrady spoke on his concerns about Conflict of Interest with regard to enforcement. There was discussion on this being an "aspirational" document rather than "law", not being able to remove an elected official but having a procedure in place to deal with an ethical problem, to include a process for a complaint and recourse for the person accused. There was consensus that they liked this section, how it was written.

Council reviewed VM Repan's version of "**Conduct in Public Office**", **Section III**. Councilmember Wright spoke on the attorney's opinion regarding ARS 38-481, (May not vote on appointment or hiring of a relative). There was discussion on nepotism policies and how they relate to a small town.

Councilmember McBrady questioned the wording, "respecting the rights, privileges and opinions of fellow officials", and his concerns for codifying it instead of having it only as a policy.

There was more discussion on whether to leave in or take out the sentence, "No relative of a sitting council member, sitting advisory board/commission member may be hired by the town." Consensus was to leave it in for now.

Councilmember Wright brought up a suggestion by legal counsel to add, "in the future" to the last paragraph of this section, first sentence, "may appear in the future before the Council..."

Council reviewed VM Repan's version of "**Compliance and Enforcement with the Dewey-Humboldt Code of Ethics**", **Section IV**. There was discussion on who reviews the nature of the violation. CM Alen spoke on her recommendation of putting the Process for a complaint of violation before Compliance and Enforcement. There was discussion on sanctions and censure.

Mayor Nolan recommended they move on to the next agenda item, due to the late time of the day. Councilmember Hamilton asked CM Alen to write what she would like to see on this section and include it in the document for review at the next meeting this will be before them. Councilmember Alen agreed.

**3.3. Continuation of May 21<sup>st</sup> discussion of "requiring any individual or business entity in which the Town enters into a contractual agreement, to be in "Good Standing" prior to executing the contract or agreement".** Review of the Town Attorney opinion and direction to staff.

There was discussion on the current contract verbiage being adequate, legally, but if there is a known formal complaint on the contractor or they are out of compliance the council should be made aware of it prior to entering into a contract. After more discussion council reached consensus that the current verbiage and process is fine the way it is.

**3.4. Council review of Development Fee (SB1525) issue and direction on how to proceed.**

There was discussion on whether fees collected would outweigh the cost to the town to collect the fees. Town Manager Kimball stated she would continue to monitor (development) growth and keep the council updated, and this will be put on a regular agenda for council action whether to approve to dissolve impact fees starting August 1, 2014.

**4. Special Session.** Legal Action can be taken.

**4.1. To have the Town organize a work party to assist the uninsured people in Yarnell or to donate \$1 per capita to help the uninsured in Yarnell, to be distributed by the Fire Department. [CAARF requested by Mayor Nolan]**

Mayor Nolan spoke on his reasons for organizing a work party to help with the clean-up of the Yarnell Hill fire. Council discussed whether to do anything additional to help

Town Council Special Study Session Minutes for July 23, 2013  
(accept donations, organize another work party, make a donation, etc.). It was decided the Council can't donate Town money, there are already many organizations accepting and distributing donations, and there are plenty of people working to clean up the Yarnell area. There was discussion of Council as individuals being charitable but charity is not a Town function.

**5. Comments from the Public.**

None.

**6. Adjourn.**

The meeting was adjourned at 4:29 p.m.

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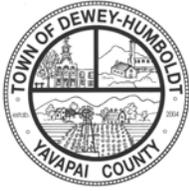
Terry Nolan, Mayor

ATTEST:

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Judy Morgan, Town Clerk

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

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**TOWN COUNCIL REGULAR SESSION**

**August 6, 2013, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item # 9.1. Water Advisory Commission and Middle Verde Water Advisory Commission memberships for FY 2013-14.** Discussion and possible action on whether to pay the membership(s) fee and/or to participate in the above commission(s).

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Date submitted: August 1, 2013**

**Recommendation: Continue WAC involvement by submitting the annual dues of \$2,085.**

**Summary:**

During the budget discussions, the Town Council has allocated approximately \$4100 for the Water Advisory Commission's annual membership. The Council also decided to revisit the membership issue when we receive the membership renewal invoice.

The invoice has been issued by the County and received by the Town. WAC has reduced its membership fees by 50% for participants. D-H would pay \$2085 instead of \$4170 paid in the previous years. Middle Verde Water Advisory Commission also encourage the Town to reinstate membership at the annual rate of \$2085.

It is staff's recommendation to continue the Town's participation in WAC, but not MVWAC. I understand that the Town belonged to Upper Verde River Water Coalition until May 2009.

I also included some information regarding WAC that I received from the WAC Coordinator. I am certain that CM McBrady, being the Town's representative to WAC, can provide more insight in to this issue.

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**WAC information:**

**Key Objectives:** (excerpt from attached document which also contains other statements such as mission and tactics) <http://www.yavapai.us/bc-wac/>

1. Identify and promote Yavapai County regional water management and conservation strategies that ensure sustainable use of water supplies, enhance economic vitality and that protect the base flows of the County's rivers and streams.
2. Maintain strong communication links among federal, tribal, state, county, local government, individual citizens and all other stakeholders.
3. Promote education regarding water resource knowledge and promote informed use of water resource studies and planning tools.
4. Monitor and analyze enabling legislation that will provide a local basis for management of water resources.

WAC benefits: The benefits of the WAC have allowed it to exist and be justified by the members' communities for 13 years. They include pooled resources for studies, regional water planning, communication, education and economics of water. While these categories are interrelated, the following might help with some general details.

- a. Pooled resources – combining the resources for water at the WAC allows for things to be done that could not be done by individual communities.
  - i. *Studies*: The WAC has pooled community funds and as such afforded several expensive studies regarding regional water issues. Most of the studies have had significant cost matches with the partners such as US Geological Survey. We have matched over 4 million dollars towards studies.
  - ii. *Predictive tools*: The studies have led to the development of models that can be used by managers for understanding the water system and potential implications of planned actions. (The WAC will help with running and understanding the models through its technical arm (Technical Advisory Committee (TAC))).
  - iii. *Data*: Monies have been spent on collecting, and maintaining long-term data records such as well water level monitoring, stream gages, and other data (geophysical, isotopes, precipitation, etc). These data sets are important because they allow a basis in observed reality for our understanding of the system and development of management tools. The WAC is also a place to determine what management questions exists and what data are needed to help produce confident, defensible, documented answers to questions.
- b. Regional water planning
  - i. *Stakeholder Buy-in*: The WAC has done reports on growth modeling, regional management strategies, water budgets, conservation. Each of these and others involved input and buy-in from the WAC communities.
  - ii. *Plan for future (CYHWRMS)*: currently working on a major investigation to determine alternatives for communities to meet projected future demands. This is the Central Yavapai Highlands Water Resources Management Study (CYHWRMS) which is a large study with the US Bureau of Reclamation and the AZ Department of Water Resources. This is one of the most important things the WAC has done and is nearing a critical stage of picking (or not picking) alternatives to pursue further.
- c. Communication
  - i. *Understand neighbors' plans*: The WAC is a forum for communication between the communities regarding water issues. The WAC has helped each of the communities explain and understand the needs and plans of other neighboring communities.
  - ii. *Relationships and trust*: This is often unsung, but I think it is a major benefit of the WAC. The relationship building, trust and sense of open communication is critical to effective regional management. And we are all in this together whether through water rights issues, well issues and or common aquifers. (This is not to imply it is all working perfectly – disagreement is not uncommon)
  - iii. *Current events*: The WAC meetings have a slot for information sharing which allows members to communicate events in their communities,

regionally or nationally that they feel will benefit the WAC in its mission and objectives. This often leads to full blown agenda items with requisite background research and information provided by the Coordinator and the Technical Committee.

d. Education

- i. *Basic Knowledge*: The WAC has spent significant resources on educating itself about water issues including basic information about where the water is located, how much is there, water budgets and community plans.
- ii. *Community Outreach*: The WAC also spends some of its funds on a county-wide education program which provides education for students as well as homeowners through well owner workshops and water harvesting workshops.
- iii. *Legislation*: The WAC monitors legislation and will discuss existing and proposed legislation as members see fit

e. Economics of water

- i. *Economies thrive better with secure water*: The WAC recognizes the importance of a well-managed water resources to the economy. The WAC helps demonstrate that as a region we are committed to long-term sustainability (although we are still trying to find out exactly how to do that (one size does not fit all in Yavapai County, as you know)

f. Information Resources

- i. *Coordinator and the TAC*: The Technical Administrative Committee is made up of 7 qualified individuals and serves to work with the Coordinator to research questions and explain studies and their results and implications. The TAC and Coordinator also manage the contracts and budget based on priorities set by the committee.

Yavapai County Finance Department  
 1015 Fair Street, Room 221  
 Prescott, Arizona 86305  
 (928) 771-3238

BILL TO

Attn: Yvonne Kimball, Town Manager  
 Town of Dewey-Humboldt  
 2735 South Highway 69, Suite 11  
 Humboldt Station, Humboldt, AZ 86329

**Invoice**

DATE	INVOICE #
7/15/2013	5259

DESCRIPTION	AMOUNT
Water Advisory Commission Billing at 50% for Fiscal Year 2013/2014	2,085.00
Middle Verde Water Advisory Commission Billing for Fiscal Year 2013/2014 - Optional	2,085.00
<b>Total</b>	
	\$4,170.00

Water Advisory Committee Budget Brief v043013								DRAFT	jrr032013	DRAFT	jrr032013		
<b>MEETING WORKING COPY</b>		7/09-6/10	7/10-6/11	7/11-6/12	7/12-6/13	7/13-6/14	7/14-6/15	7/14-6/15	Notes For analysis only - not necessarily WAC policy				
7/1/09 Account Balance241,14		<b>FY10</b>	<b>FY11</b>	<b>FY12</b>	<b>FY13</b>	<b>FY14</b>	<b>FY15</b>	<b>FY16</b>	Fiscal Year is from July 1 - June 30 (FY 10 begins 7/1/09)				
<b>Beginning Fund Balance</b>		241,140	165,359	192,224	153,055	76,792	39,447	14,677	Only WAC funds in FY columns				
<b>Income</b>		<b>Dues Reduction%=&gt;</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>FY11</b>	<b>FY12</b>	<b>FY13</b>	<b>FY14</b>	<b>FY15</b>
Communities		216,000	226,000	180,800	226,335	226,335	226,335	226,335	1	0.8	1	1	1
Interest		4,823	2,045	1,704	1,586	820	394	147	FY10 Chino Valley Due deferral payback in 11,12,13 (\$3333)				
<b>Total New Income (not carry over)</b>		<b>220,823</b>	<b>231,378</b>	<b>185,857</b>	<b>231,254</b>	<b>227,155</b>	<b>226,729</b>	<b>226,482</b>	Interest%= 1 0.01 0.01				
<b>Operating Expenses</b>										<b>Comments</b>			
Coordinator Salary & ERE		92,000	92,000	93,000	93,000	93,000	94,000	94,000	ERE = Employee related expenses (about \$20K FY08)				
Supplies, etc		4,000	4,000	4,000	4,000	4,000	4,000	4,000	phone, copies, mileage, office supplies, recorder, misc ops				
Workshop attendance funding		500	500	500	500	500	500	500	WAC only: Workshops for WAC members				
<b>Committed Project Funds</b>		<b>FY10</b>	<b>FY11</b>	<b>FY12</b>	<b>FY13</b>	<b>FY14</b>	<b>FY15</b>	<b>FY15</b>	Notes: Matching funds displayed in red				
Water Festivals (including Sedona 500)****		2,000	618		400				Phase 2 (prelim model and data collection)				
Verde Valley Surface Flow Model (NAU) Phase 2		34,962							Cost Share: Overhead, transducers, survey				
Verde Valley Surface Flow Model - NAU Phase 3		17,500	17,500						Travel and expenses for continued monitoring of gages				
NAU contract extension to monitor			3,000						50-50 cost share (\$300,000 WAC & ADWR over 3 years) -				
Reclamation Appraisal Level Supply Study*		91,375	30,000	28,625					50% of H3J pop scenario and water use work (used in CYHWRMS)				
<b>In kind services Projects (CYHWRMS)</b>		<b>-30,000</b>							<b>In Kind Services (ADWR has contributed \$150,000 cash)</b>				
<b>In kind services Staff (CYHWRMS)</b>		<b>-61,375</b>	<b>-30,000</b>	<b>-28,625</b>									
USGS Gages/Monitoring/Williamson Valley gage		16,000	16,000	16,000	16,400	16,000	16,000	16,000	Maintain some useful existing gages and data collected USGS workplan				
Continuous water level/ppt		20,000	20,000	20,000	20,000	20,000	20,000	20,000	Possibly some cost share with ADWR (?) USGS workplan				
Stable isotope		14,000	14,000	14,000	14,000	11,000	11,000	11,000	USGS workplan				
Precip Gages									match w/USGS - See workplan				
Noble Gas									\$22K (Usgs work plan match)				
USGS Gravity Stations Big Chino + Verde		33,000	33,000	35,000	35,000	36,000	36,000	36,000	per USGS work plans (see match) Cost share potential in out years				
USGS Model Investigation (USGS Groundwater Model)				10,000	30,000				USGS \$80,000 matching + Add ins WAC data collected USGS workplan				
Education: County-wide/ Co-op & Project WET Position		23,500	25,758	27,000	27,000	27,000	28,000	28,000	Approx \$25,000 matching from County and \$12,000 (?) ADWR				
<b>Potential Project Funding (TAC Recommendation)</b>		<b>FY10</b>	<b>FY11</b>	<b>FY12</b>	<b>FY13</b>	<b>FY14</b>	<b>FY15</b>	<b>FY16</b>	Notes: Matching funds displayed in red jrr032013				
Verde Surface Water Completion; USGS Model Refinement, Data Gaps					40,000	40,000	40,000	40,000	E.g. Gages; Verde Mod Completion & integration ; USGS refinements				
Sub Models, Model Runs, Gages									probable match				
Upper Agua Fria Needs - Assess and Data Collection					15,000	15,000			Tbd - e.g. Assemble existing data, identify data gaps and needs				
Water Festivals					2,000	2,000	2,000	2,000	possible cost share w/USBR Reclamation				
Conservation- Regional Conservation Materials					5,000				Cost Share w/ ProjectWET and ADWR: out years (FY10=Sedona)				
<b>TOTALS</b>		<b>Projected Expenses</b>	<b>257,462</b>	<b>226,376</b>	<b>219,500</b>	<b>302,300</b>	<b>264,500</b>	<b>251,500</b>	<b>251,500</b>				
<b>Actual or Projected Carry Over</b>		<b>204,501</b>	<b>170,361</b>	<b>158,580</b>	<b>82,009</b>	<b>39,447</b>	<b>14,677</b>	<b>-10,342</b>					
<b>Actual Carry Over</b>		<b>180,127</b>	<b>202,566</b>	<b>158,273</b>					jrr032013 DRAFT				

Water Festival Verde remaining\*\*\*\* held in WAC account

14,768 10,342 5,217

Verde Valley Water festival not a WAC project

estimate

**Other Potential Projects**

NAU Digital Framework Model Verde

H3J Other work

Verde USGS follow up work Don Bills

Precipitation gages (left out of above)

analysis of snow pack trends/ climate perspective

Geophysical Well Logging of new wells

Metering of volunteer domestic wells\*\*

Emergent Chemicals (e.g. USGS Carruth)\*\*\*

**Notes:**

\* Consider In-Kind Services (line item below)

\*\* Cochise County is attempting to do this - see what results they get.

\*\*\* Other research relevant to groundwater and surface is ongoing at this time (thus the priority for WAC is lower)

\*\*\*\* Donated Funds Deposited into WAC account - funds unused remain in account for water festival activities only

Other Potential Projects gages, recharge, conservation, drought prep, other watersheds

see TAC list (for other potential items that fell off the priority list)

Note: Other work/activities not reflected in above costs are ongoing (e.g. conservation, LDIG, regional management planning)

(e.g. speakers, Ed. activities, coordination with other groups, legislation related)

jrr032013

draft

e.g. \$20K for publication/ more base flow spatial and temporal

eg 5K reclamation

cost per well tbd (2,000) (work with ADWR & AZGS)

cost per well tbd (200) (work with Co-op Extension (?))

Cost Share potential TAC list

**Monthly End Balance Tracking (County Finance Dept)**

<u>Fiscal Year 2011</u>	<u>Fiscal Year 2012</u>
July 2010 Fund Balance \$285,361.01	July 2011 Fund Balance \$285,186.21
Aug 2010 Fund Balance \$288,751.37	Aug 2011 Fund Balance \$289,369.96
Sept 2010 Fund Balance \$282,622.28	Sept 2011 Fund Balance \$281,526.19
Oct 2010 Fund Balance \$244,262.69	Oct 2011 Fund Balance \$250,316.42
Nov 2010 Fund Balance \$248,212.60	Nov 2011 Fund Balance \$241,715.35
Dec 2010 Fund Balance \$211,840.17	Dec 2011 Fund Balance \$231,158.52
Jan 2011 Fund Balance \$204,724.74	Jan 2012 Fund Balance \$307,531.70
Feb 2011 Fund Balance \$175,936.27	Feb 2012 Fund Balance \$273,647.09
Mar 2011 Fund Balance \$169,039.07	Mar 2012 Fund Balance \$245,756.25
Apr 2011 Fund Balance \$161,920.59	Apr 2012 Fund Balance \$238,525.93
May 2011 Fund Balance \$134,116.76	May 2012 Fund Balance \$209,900.70
Jun 2011 Fund Balance \$202,566.62	Jun 2012 Fund Balance \$158,272.51

2/15/2012		POPULATION			\$1.07 per person*					
MEMBER	Pop 2010 census	Current Dues			Change from previous	Change ratio from previous	Previous Dues	\$/person		
Dewey-Humboldt	3,894	\$4,170		1.8%	\$1,670	1.67	\$2,500	\$0.64		1.1%
Yavapai Apache Nation	467	\$500		0.2%	\$0	1.00	\$500			0.2%
Camp Verde	10,873	\$11,645		5.1%	\$1,645	1.16	\$10,000	\$0.92		4.4%
Chino Valley	10,817	\$11,585		5.1%	\$1,585	1.16	\$10,000	\$0.92		4.4%
Clarkdale	4,097	\$4,388		1.9%	\$1,888	1.76	\$2,500	\$0.61		1.1%
Cottonwood	11,265	\$12,065		5.3%	\$2,065	1.21	\$10,000	\$0.89		4.4%
Jerome	444	\$500		0.2%	\$0	1.00	\$500	\$1.13		0.2%
Prescott	39,843	\$42,672		18.9%	-\$2,328	0.95	\$45,000	\$1.13		19.9%
Yavapai Prescott Tribe	192	\$500		0.2%	\$0	1.00	\$500	\$2.60		0.2%
Prescott Valley	38,822	\$41,578		18.4%	\$11,578	1.39	\$30,000	\$0.77		13.3%
Sedona YC portion)	6,911	\$7,402		3.3%	-\$2,598	0.74	\$10,000	\$1.45		4.4%
Yavapai County	83,408	\$89,330		39.5%	-\$15,170	0.85	\$104,500	\$1.25		46.2%
<b>TOTAL</b>	211,033	\$226,335		99.9%	\$335	1.00	\$226,000	\$1.07		99.8%

\*\$1.071 = \$226,000 divided by 211,033 (population)

\$500 minimum

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

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**TOWN COUNCIL REGULAR SESSION**

**August 6, 2013, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item # 9.2. The Town's Current Recycle Program and Dumpster Day program contract status update and future of the programs.** Review of the contract, discussion and possible action on options.

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Date submitted: August 1, 2013**

**Recommendation:** Council to provide direction on:

1. Future of the current recycle program – whether to discontinue the program beginning Jan. 1, 2014 when the current contract expires (staff has mixed feelings about this); if discontinuing the program, what is the next on “recycle”?
2. Whether to prepare for entering an IGA with the Town of Prescott Valley for the dumpster's day annual event (staff recommends so);
3. Considering a new “roving dumpster” program for FY 14-15 (staff seeks Council endorsement on staff's continuing research on the program)
4. Whether to provide a “dump day” event this autumn by D-H (the budget allows);

**Summary:**

During the May's budget discussions, the Town Council has tentatively decided to discontinue the on-going recycle program and the twice a year dumpster's day program so long as the agreement with the solid waste company permits such. Both programs are provided by the Town to D-H citizens free of charge. “Waste Management” has been the solid waste contractor for these programs.

There are two agreements on file with Waste Management. One was entered in 2009, the other in 2010. It was explained that in 2009 the Town allowed citizens to drop off items directly at the Gray Wolf landfill on certain days free of charge. Later in 2010, the Town started the recycle and the dumpster programs where citizens drop off their items at designated locations in Town (on certain days) and W.M. picks up the bins. Staff reviewed both contracts. It is my understanding that the 2010 contract has replaced the 2009 contract in effect.

The 2010 agreement was effective January 1, 2010 for an initial one-year term. It renews automatically for additional one-year terms, but requires notice of termination to the other party at least 90, but not more than 180 days prior to termination of the existing term. Therefore, if the Council decides to terminate the current agreement with Waste Management, staff recommends to do so at the end of the term (December 31, 2013) with notification of intent to terminate sending out in September.

The service agreement with W.M. governs both the recycle program and the dumpster program. For the recycle program, once the service agreement is terminated, staff believes that if the budget allows, the Town should consider an alternative to accommodate the citizens who are conscientious about recycling. Staff has not been able to come up with such alternative, however. The recycle program currently costs the Town about \$2,400 a year. Operationally the program has been abused by some as items that are not recyclable are frequently being dropped off inside or outside of the recycle bins which creates a great deal of additional work for town employees and become a nuisance for those who use the bins properly. On the other hand, many citizens have been depending on the town's recycle bins to do their parts to support a sustainable environment. The recycle program is something that the Council has to balance all aspects in your decision making. Either way, staff is happy to implement your decision.

For the dumpster day program, it costs the Town about \$9,000 to run on a twice a year schedule (not counting the personnel and equipment costs). At the May's budget meetings, the Council also directed staff to look into forming an IGA with the Town of Prescott Valley to join P.V.'s "clean-up" day event. The Town had an IGA with P.V. in 2008 when the program was offered by P.V. twice a year free to eligible residents. In speaking with the Town of P.V., I found out that Prescott Valley has reduced their "clean-up" day program to once a year in May and there has been a minimal charge for the items being dropped off. Unlike D-H's similar events, the event in P.V. is entirely self-service, i.e. residents move their own items. P.V. staff sounded positive of entering an IGA with D-H as they are having a similar IGA with Yavapai County for certain unincorporated areas. The estimated cost for D-H's participation would be \$5,000 a year. Despite the inconvenience caused by participating in P.V.'s dump day, staff recommends that the Council consider entering an IGA with the Town of Prescott Valley.

To offset the inconvenience caused by changing the program (reduced frequency, fee, and travel distance), however, staff recommends the Town Council consider a neighborhood engaging "roving dumpster" program resembling the Town of Prescott Valley's model. Under this program, the Town would provide "free" dumpsters at private citizens' requests. With the Town's financial assistance, this program is designed to engage individual citizens to play a more responsible role in their own neighborhood's clean-up and abatement. The dumpsters would be provided by a qualified solid waste company (selected through the procurement process). Individual citizens instead of town staff would be held accountable for informing the neighbors and proper administration of the program, such as what can be put in the dumpster and close-out after the event. The Town establishes the budget for the activity, processes applications and is responsible to pay for the cost. The Town's personnel involvement in this would be a lot less than the current dump day and recycle programs. At this point, we believe that the "roving dumpster" program can run nicely for \$5000 to \$10,000 a year. Staff is gathering further information on this; we would recommend the Council direct us to continue our research and bring it back for your further consideration before FY 14-15's budget preparation.



WM of Arizona  
1580 E Elwood St  
Phoenix, AZ 85040-  
928 - 713- 7503

**Commercial  
SERVICE AGREEMENT  
NON-HAZARDOUS WASTES**

SIC Code 8651  
Type of Business Political Org

WM AGREEMENT# \_\_\_\_\_  
CUSTOMER ACCT# \_\_\_\_\_  
ACCT. NAME Town of Dewey-Humboldt-Humboldt Station  
SERV. ADDR 2735 S. Highway 69  
CITY, ST ZIP Humboldt, Az 86329-  
COUNTY/Parish Yavapai  
TEL # 928-632-8643 FAX 928-632-7365  
CONTACT Gregory Arrington  
E-MAIL GregoryArrington@dhaz.gov

REASON CODE N B G  
EFFECTIVE DATE 1-01-10 LAST API DATE \_\_\_\_\_  
BILL. NAME Town of Dewey-Humboldt-Humboldt Sta  
BILL. ADDR 2735 S. Highway 69  
CITY, ST Zip Humboldt, Az 86329-  
COUNTY/Parish Yavapai  
TEL # 928-632-8643 FAX 928-632-7365  
CONTACT Gregory Arrington  
E-MAIL GregoryArrington@dhaz.gov

**EQUIPMENT/SERVICE SPECIFICATIONS -**

NEW Loc.	Sys	Qty	Size	Lids	Whls	Lock	Freq	OC	Schedule & Route No.							Charge(s)*	
									M	T	W	Th	F	S	S		
	rcy	1	8y	y	n	y	1x										\$ 82.00 / mth.
																	\$ / mth.
																	\$ / mth.
																	\$ / mth.

New or freshly painted green cans--the 8 yard is a recycle Please check in at Town Hall at address above for placement Total \$ 82.00 / mth.

OLD Loc.	Sys	Qty	Size	Lids	Whls	Lock	Freq	OC	Schedule & Route No.							Charge(s)*	
									M	T	W	Th	F	S	S		
																	\$ / mth.
																	\$ / mth.
																	\$ / mth.
																	\$ / mth.

To be completed, if applicable. Any blanks or unfilled or unmarked boxes or spaces shall be deemed to be inapplicable and not affect the validity of this Agreement:  
 Container pull/push out required? Yes (Yes/No)  
 Container behind gate or enclosure? No (Yes/No)  
 Customer's Waste Materials does not exceed an average weight of lbs/yard  
 \* A fuel surcharge and environmental cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice. Information about the Fuel/ Environmental Charge can be found on our website at [www.wm.com](http://www.wm.com) under billing inquiry. State and Local taxes, if applicable, will also be added to the Charges.  
 Total \$ / mth.  
 Net Change \$ / mth.

Other applicable service terms (including Waste Material composition): 12 month

CUSTOMER DEPOSIT			
P.O. NUMBER			
JOB NUMBER			
RECEIPT REQUIRED?	No (Yes/No)	BILL TO ACCT #	
TAXABLE	No (Yes/No)	DISPOSAL SITE	GWL-586

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE SECOND PAGE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.  
 --TERMS: DUE UPON RECEIPT--

CUSTOMER	Town of Dewey-Humboldt		
AUTHORIZED SIGNATURE	X <i>William Emerson</i>		
TITLE	X <i>TOWN MANAGER</i>	DATE	X <i>22 MAY 10</i>
NAME (PRINT OR TYPE)	X <i>William EMERSON</i>		
COMPANY	<i>TOWN OF DEWEY-HUMBOLDT</i>		
AUTHORIZED SIGNATURE			
SALESPERSON	#160 John Ryan	DATE	12-08-2009

SCHEDULE OF CHARGES* AS REQUIRED	
Container Usage Fee	\$ 82.00
Locks	\$ 0 / Bin \$ / Install
Overage Charge	\$ 0 / yard, min 2 yard charge
Extra Pickup Charges *****	
	Per Lift
	Per Yard
Delivery Charge	\$ 50.00
Container Exchange Charge	\$
Trip Charge (Unable to Service)	\$ 25.00
Removal Fee	\$ 0
Customer Service Assisted Payment Charge	\$ 50.00
Fuel	\$ waived
ENVIRONMENTAL	\$ 0
	\$ Indexed
	\$ Indexed
	\$



# INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT

## Exhibit A

WM Profile #	Gray Wolf LF
--------------	--------------

Waste	Non Haz CD/Trash/Debris
-------	-------------------------

CUSTOMER BILLING ADDRESS
Town of Dewey-Humboldt
PO Box 69
Humboldt, AZ 86329
ATTN: Gregory Arrington, 928-632-7362

CUSTOMER CONTRACTING ADDRESS <small>(if different from Billing Address)</small>
Contact Phone:

CUSTOMER SERVICE LOCATION <small>(if different from Billing Address)</small>
Town of Dewey-Humboldt
Six Zones-Residents Only
Contact: Gregory Arrington

WM Customer Service Phone:		WM Contact:	M.Keilman/C.Dennis	WM Contact Phone:	602-454-2013/2002
----------------------------	--	-------------	--------------------	-------------------	-------------------

Service Information					
Generator:	Town of Dewey-Humboldt, Residents Only				
Ground Transporter:	WM				
Rail Transporter:	DNA				
General Contractor:	Town of Dewey-Humboldt				
Disposal Cost:	\$38.36/ton direct disposal at GWL.				
Profile Fee:	DNA				
Additional Cost: (describe)	Variable LF Fuel Surcharges included in disposal cost.				
Additional Cost: (describe)	Variable LF Environmental Fee included in disposal cost				
Taxes:	ADEQ Fee-\$0.25/ton.				
Transportation Fee:	Delivery/OTO-\$35.00/bin@, Haul Rate to LF-\$98.00/bin				
Containers provided by WM:	Quantity:	Size:	Quantity:	Size:	
	Quantity:	Size:	Quantity:	Size:	
	Quantity:	Size:	Quantity:	Size:	
Pick-up Frequency:					
Contract Expiration Date:					
Additional Information:	Payment due in 30 days. Quote good for 30 days. Waste is NonHaz and carries no Federal Codes.				
PO #	\$150.00/hour on-site (GWL) services, if required. \$150.00/load minimum disposal at LF.				
Project #	Customer must be set up at the disposal site before shipping.				
	Customer to monitor the drop-off zones. Zone drop-off days TBD.				
Salesperson Code: 302	State 2 digit code:	Waste CAT: <input type="checkbox"/> BA <input type="checkbox"/> EV	Waste Type: <input type="checkbox"/> MD <input type="checkbox"/> SP <input type="checkbox"/> ID <input type="checkbox"/> HZ		

THE WORK CONTEMPLATED BY THIS EXHIBIT A IS TO BE DONE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT BETWEEN THE PARTIES DATED: \_\_\_\_\_

**COMPANY**  
 By: \_\_\_\_\_  
 Name: Mickey Keilman  
 Title: Industrial Waste Account Manager

12/09/09  
Date

**CUSTOMER**  
 By:   
 Name: William EMERSON  
 Title: TOWN MANAGER  
 Date: 22 MAR 10



# SERVICE AGREEMENT NON-HAZARDOUS WASTES

## Collection Service Agreement Terms And Conditions

- SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/do-characterized wastes, and demolition debris, provided that Customer has completed a Waste Profile for such Special Waste which has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.
- TERM.** The initial term ("Term") of this Agreement is 12 months from the Effective Date set forth above ("Initial Term"). This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term") unless either party gives to the other party written notice (See Section 10) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term.
- SERVICES GUARANTY.** If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 10), Customer may terminate this Agreement with the payment of all monies due through the termination date.
- CHARGES; PAYMENTS; ADJUSTMENTS.** Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, as adjusted hereunder, within ten (10) days of the date of Company's invoice. Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law. Company may increase the charges to account for: any increase in disposal, fuel or transportation costs; any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties.
- CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties.
- EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface or curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.
- LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of any term for any reason other than a default by Company, or in the event

Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; 2) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance of this Agreement.

**8. INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Materials, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

**9. RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

**10. MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; and (e) All written notification required by this Agreement shall be by Certified Mail, Return Receipt Requested. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

CUSTOMER

(AUTHORIZED SIGNATURE)

TOWN MANAGER

(TITLE)

22 MAR 10

(DATE)

CONTRACTOR

John Ryan

(AUTHORIZED SIGNATURE)

160

TERRITORY NUMBER

12-08-09

(DATE)

After recording, please return to:  
Town Clerk  
Town of Dewey-Humboldt  
PO Box 69  
Humboldt, AZ 86329

# Intergovernmental Agreement

---

## *Special Solid Waste Collection*

THIS AGREEMENT entered into by and between the Town of Dewey-Humboldt, an Arizona municipal corporation ("Dewey-Humboldt"), and the Town of Prescott Valley, an Arizona municipal corporation ("Prescott Valley"), as of the 28th day of August 2008.

### *Recitals*

WHEREAS, Prescott Valley and Dewey-Humboldt are authorized, pursuant to A.R.S. §11-952, to enter into agreements with one another for joint or cooperative action;

WHEREAS, Prescott Valley has heretofore provided its residents with an annual special collection day for solid waste (in cooperation with the Prescott Valley Chamber of Commerce and other service groups) in an effort to abate nuisances related to litter; and

WHEREAS, Dewey-Humboldt desires that its residents participate in any future Prescott Valley special solid waste collection days in order to abate nuisances related to litter in Dewey-Humboldt and to meet other Dewey-Humboldt environmental goals;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### **1 Purpose.**

The purpose of this Intergovernmental Agreement (IGA) is to periodically make available special solid waste collection services to residents of Dewey-Humboldt.

### **2 Duties of the Parties.**

#### **2.1 Prescott Valley.**

Prescott Valley shall timely provide written notice to Dewey-Humboldt (no later than ninety (90) days before the date) of any Prescott Valley "clean up day" or similar special solid waste collection day that Prescott Valley intends to provide to its residents. If Dewey-Humboldt indicates in writing no later than sixty (60) days before the date of said special solid waste collection day that it desires to arrange for its residents to receive such special solid waste collection and disposal service, then Prescott Valley shall so

advertise prior to said day and shall otherwise arrange for said residents to receive such service. Such arrangements shall include a means for identifying and reporting the number of times residents from Dewey-Humboldt deliver solid waste to the specified collection location in relation to the total number of such deliveries. Thereupon, Prescott Valley shall provide special solid waste collection and disposal services on that day to the residents of Dewey-Humboldt on the same basis as it provides such services to Prescott Valley residents. Within 60 days after the special solid waste collection day, the Prescott Valley shall provide Dewey-Humboldt with a written report that includes the number of solid waste deliveries to the specified collection location by its residents (in relation to the total number of such deliveries), along with the total cost to Prescott Valley of having arranged for that service.

## **2.2 Dewey-Humboldt.**

No more than thirty (30) days after Prescott Valley provides Dewey-Humboldt with written notice that it plans to provide a "clean up day" or similar special solid waste collection day for Prescott Valley residents, Dewey-Humboldt shall provide the Prescott Valley Public Works Department with written confirmation as to whether Dewey-Humboldt desires that its residents receive said solid waste collection and disposal services. If Dewey-Humboldt indicates that it desires that said residents receive said services, it shall cooperate with Prescott Valley in designating the means for identifying and tracking the number of deliveries by residents from Dewey-Humboldt. Upon receipt of Prescott Valley's report as to the number of such deliveries in relation to the total number of deliveries, Dewey-Humboldt shall remit to Prescott Valley within 60 days its pro-rata share of the actual costs of providing said special solid waste collection and disposal services.

## **3 Duration.**

### **3.1 Term.**

The term of this Agreement shall commence as of the date first-above written and shall terminate on June 30, 2010. It shall thereafter be deemed automatically renewed for up to five (5) successive one-year terms unless notice of termination is given as provided in this Agreement.

### **3.2 Termination.**

This Agreement may be terminated by either party upon no less than six (6) months notice prior to the start of the fiscal year in which the termination is to be effective. This Agreement may be terminated by either party upon breach by the other party. The party claiming breach shall give written notice to the breaching party setting forth the nature of the breach and the remedial action sought. The breaching party shall have ten (10) working days to remedy the breach. In the event that the breach is not remedied in a timely fashion, this Agreement shall terminate with no further notice required.

## 4 Indemnification and Insurance

### 4.1 Town.

#### 4.1.1 Indemnification

Prescott Valley hereby agrees to indemnify and save harmless Dewey-Humboldt against any and all claims arising from the acts, omissions or negligence of Prescott Valley's officers, employees, contractors, or agents pursuant to this Agreement and against all costs, attorney fees, expenses or other liabilities incurred as a result of any such claim or action related thereto. In any such claim or action against Dewey-Humboldt, Prescott Valley, upon notice and demand by Dewey-Humboldt, shall defend such action on behalf of Dewey-Humboldt by counsel acceptable to Dewey-Humboldt.

#### 4.1.2 Insurance

Prescott Valley shall obtain and maintain insurance coverage of such kinds and in such amounts as may be necessary to protect the parties from claims or losses arising from the acts, omissions or negligence of Prescott Valley's officers, employees, contractors, or agents pursuant to this Agreement. All policies of insurance shall name Dewey-Humboldt as an additional insured. Written documentation of the insurer's acceptance of Dewey-Humboldt as an additional insured shall be provided to Dewey-Humboldt no less than 10 days prior to the effective date of this Agreement. In the event that any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for at least two (2) years past completion and acceptance of performance of Dewey-Humboldt's obligations hereunder, as evidenced by annual certificates of insurance. Prior to the effective date of this Agreement, Prescott Valley shall provide Dewey-Humboldt with certificates of insurance for the coverage specified herein and shall notify Dewey-Humboldt no less than 10 days prior to any changes in coverage including policy forms, policy Limits, cancellations, non-renewals or changes in insurance carriers. It is understood and agreed that Prescott Valley may elect to self-insure with respect to any or all of the categories of risk that may arise pursuant to this Agreement and that, in the event that such an election is made, Prescott Valley shall so notify Dewey-Humboldt prior to the date that such a change is made, as provided in this Section. Required coverage and minimum policy limits shall be as follows:

Commercial General Liability	\$2,000,000 per occurrence
Errors and Omissions	\$2,000,000 per occurrence
Commercial/Business Auto Liability	\$1,000,000 per occurrence

### 4.2 Dewey-Humboldt.

#### 4.2.1 Indemnification

Dewey-Humboldt hereby agrees to indemnify and save harmless Prescott Valley against any and all claims arising from the acts, omissions, or negligence of Dewey-Humboldt's officers, employees, contractors, or agents pursuant to this Agreement and against all costs, attorney fees, expenses, or other liabilities incurred as a result of any

such claim or action related thereto. In any such claim or action against Prescott Valley, Dewey-Humboldt, upon notice and demand by Prescott Valley, shall defend such action on behalf of Prescott Valley by counsel acceptable to Prescott Valley.

#### **4.2.2 Insurance**

Dewey-Humboldt shall obtain and maintain insurance coverage of such kinds and in such amounts as may be necessary to protect the parties from claims or losses arising from the acts, omissions, or negligence of its officers, employees, contractors, or agents pursuant to this Agreement. All policies of insurance shall name Prescott Valley as an additional insured. Written documentation of the insurer's acceptance of Prescott Valley as an additional insured shall be provided to Prescott Valley no less than 10 days prior to the effective date of this Agreement. In the event that any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for at least 2 years past completion and acceptance of performance of Prescott Valley's obligations hereunder, as evidenced by annual certificates of insurance. Prior to the effective date of this Agreement, Dewey-Humboldt shall provide Prescott Valley with certificates of insurance for the coverage specified herein and shall notify Prescott Valley no less than 10 days prior to any changes in coverage including policy forms, policy limits, cancellations, non-renewals or changes in insurance carriers. It is understood and agreed that Dewey-Humboldt may elect to self-insure with respect to any or all of the categories of risk that may arise pursuant to this Agreement and, that, in the event that such an election is made, Dewey-Humboldt shall so notify Prescott Valley prior to the date that such a change is made as provided in this Section.

Required coverage and minimum policy limits shall be as follows:

Commercial General Liability	\$2,000,000 per occurrence
Errors and Omissions	\$2,000,000 per occurrence
Commercial/Business Auto Liability	\$1,000,000 per occurrence

## **5 Miscellaneous**

### **5.1 Records and Audits.**

Each party shall keep and maintain all records as may be required by law, prudent fiscal management practice, or other applicable rules or standards for the performance of duties pursuant to this Agreement, and shall retain such records for one (1) year or as otherwise required by law, whichever is later. Each party shall allow the other party access to such records during regular business hours for review, monitoring and audit. It is understood and agreed that the audit rules and minimum accounting standards of the Arizona Supreme Court shall apply to all court operations pursuant to this Agreement.

## **5.2 Notices.**

Notices to the parties as may be required pursuant to this Agreement shall be in writing and shall be effective upon delivery to the following addresses:

Prescott Valley: Town of Prescott Valley  
c/o Public Works Director  
7501 East Civic Circle  
Prescott Valley, AZ 86314

Dewey-Humboldt: Town of Dewey-Humboldt  
c/o Code Enforcement Officer  
PO Box 69  
Humboldt, AZ 86339

## **5.3 Severability.**

In the event that any portion of this Agreement is held to be invalid or otherwise unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement shall be unaffected thereby, and shall remain in full force and effect to the fullest extent permissible by law.

## **5.4 Entire Agreement.**

This Agreement, except as otherwise specifically provided herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior and contemporaneous agreements, representations, negotiations or understandings. It may be amended, modified or waived only by instrument in writing executed by both parties.

## **5.5 Cancellation.**

This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.

## **5.6 Recording.**

Within 10 days of the last signature, this Agreement shall be recorded in the Office of the Yavapai County Recorder as required by A.R.S. §11-952.

APPROVALS

TOWN:  
Town of Prescott Valley, an Arizona  
municipality

  
Harvey C. Skoog, Mayor

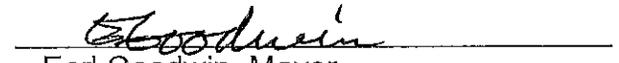
ATTEST:

  
Diane Russell, Town Clerk

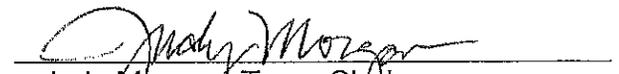
APPROVED AS TO FORM:

  
Ivan Legler, Town Attorney

TOWN:  
Town of Dewey-Humboldt, an Arizona  
municipality

  
Earl Goodwin, Mayor

ATTEST:

  
Judy Morgan, Town Clerk

APPROVED AS TO FORM:

  
Kenton D. Jones, Town Attorney

S:\Community Development\Clean Town\IGA PV Clean Up Day 16 July 2008.docx

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Arizona Chapter  
3550 N. Central Avenue, Suite 610  
Phoenix, AZ 85012  
Telephone (602) 266-9933  
Fax (602) 266-9793  
az601@marchofdimes.com

marchof dimes.com/arizona

July 19, 2013

Mayor Terry Nolan  
2735 Arizona 69 #12  
Prescott, AZ 86329

Dear Mayor Nolan,

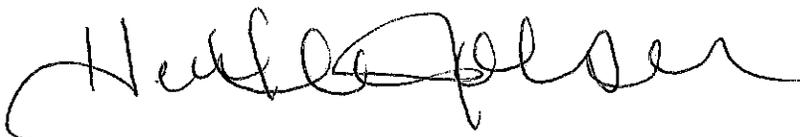
Over 85,000 babies were born in the state of Arizona last year and every one of them was touched by March of Dimes through research, vaccines, education and breakthroughs. On behalf of Judy York, Prescott Quad-Cities Chair and March of Dimes, we hope you will help us celebrate families having healthy babies Yavapai County by joining us for March for Babies Prescott Quad-Cities on Saturday, September 7 at Courthouse Square, 120 S. Cortez, Prescott. Registration starts at 7:30 a.m. and the Official Start is at 8:00 a.m.

We are inviting you and other Mayors from the Prescott Quad-Cities area to help start the walk on this great day by cutting the start line ribbon. By being at the walk, you are showing the families of Yavapai County that you are committed to helping them have healthy babies.

For more details go to [www.marchofdimes.com/arizona](http://www.marchofdimes.com/arizona) or call 602-287-9938. Please RSVP no later than Friday, August 2 by calling me at 602-287-9938 or [hjohnson@marchofdimes.com](mailto:hjohnson@marchofdimes.com).

We look forward to seeing you at the Official Start of the March for Babies Prescott Quad-Cities!

Sincerely,



Heather Johnson  
Community Director  
March for Babies Prescott Quad-Cities

*The mission of the March of Dimes is to improve the health of babies by preventing birth defects, premature birth and infant mortality.*



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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: Aug 6, 2013

Date of Request: July 30, 2013

Type of Action:  Routine/Consent       Regular

Requesting:  Action       Report Only

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

To decorate Town Hall for Christmas  
Dec. 2013

Purpose and Background Information (Detail of requested action):

To create a Holiday spirit  
for the Town

Staff Recommendation(s): \_\_\_\_\_

Budgeted Amount: \_\_\_\_\_

List All Attachments: \_\_\_\_\_

Type of Presentation: \_\_\_\_\_

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.**

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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: 8/6/13

Date of Request: 7/30/13

Type of Action:  Routine/Consent     Regular

Requesting:  Action     Report Only

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

Move work session to later time  
or Friday afternoon

Purpose and Background Information (Detail of requested action). \_\_\_\_\_

Due to change in work schedule  
there is a conflict.

Staff Recommendation(s): \_\_\_\_\_

Budgeted Amount: \_\_\_\_\_

List All Attachments: \_\_\_\_\_

Type of Presentation: \_\_\_\_\_

Special Equipment needed:  Laptop     Remote Microphone

Overhead Projector     Other: \_\_\_\_\_

Contact Person: Sonya Williams-Rowe

**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.**