

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

Tuesday, July 15, 2014, 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 Jack Hamilton, Mark McBrady, Dennis Repan, Sonya Williams-Rowe, Nancy Wright; Vice Mayor Arlene Alen; 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.

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

Page **6. Consent Agenda.**

5 **6.1. Minutes.** Minutes from the May 20, 2014 Regular Meeting, June 3, 2014 Special Budget Workshop #4, June 3, 2014 Regular Meeting, June 17, 2014 Special Budget Workshop #5 and June 17, 2014 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.

Page 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.

27 8.1. **Ordinance 14-107: Fireworks and Explosives** [CM Wright CAARF and directed by Council at the April 15, 2014 meeting.]

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

41 9.1. **Accountability Contracts with Dewey-Humboldt Historical Society, Agua Fria Festival Committee, and Mayer Area Meals on Wheels.**

55 9.2. **Manufactured Home Intergovernmental Agreement with the State of Arizona Department of Fire, Building and Life Safety office of Manufactured Housing.**

61 9.3. **Seeking approval to contact Town Attorney with Town Manager, to discuss and obtain legal opinion on ethics violation investigations and hearings during election season.** [CAARF requested by VM Alen]

67 9.4. **[Hold] an Executive Session to discuss purchase of property/properties for Town use.** [CAARF requested by CM Wright]

9.4.1. **Recess into and hold an executive session** 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 negotiations for the purchase, sale or lease of real properties located at 2735 S. Corral Street and 12925 E. Main Street, Humboldt.

9.4.2. **Reconvene into Regular Meeting.**

10. Public Hearing Agenda.

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, August 5, 2014, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, August 7, 2014, at 6:00 p.m.

Next Town Council Work Session: Tuesday, August 12, 2014, 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 _____, 2014, 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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**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
TUESDAY, MAY 20, 2014, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MAY 20, 2014, 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 6:33 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 Jack Hamilton, Mark McBrady, Dennis Repan, Sonya Williams-Rowe, Nancy Wright; Vice Mayor Arlene Alen; 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 presented Administrative Assistant, Mandi Garfield with a plaque of appreciation and wished her well in her future endeavors.

Mayor Nolan asked Mr. Piper (Variance applicant) if he wanted to wait for the Attorney to arrive or if he preferred the Council open the Board of Adjustment meeting. Mr. Piper agreed to wait for the Attorney's arrival.

Council proceeded on with Agenda item 10. Discussion Agenda – Unfinished Business, to return to 5. Board of Adjustment Public Hearing Agenda once the Town Attorney arrived at the meeting.

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

10.1. Spring 2014 Chip Overlay Project Bid Selection and Approval of a Contract with the Selected Contractor. Discussion and possible action to select a contractor for the Spring 2014 Chip Overlay Project based upon the bids submitted in the Town's Notice and Invitation for Bids or to reject all proposals and issues a new invitation for bids.

Town Manager Kimball gave an overview explaining one bid was received and it qualified as the lowest responsible bidder. Staff recommended to Council to approve the bid.

Public Works Supervisor, Ed Hanks spoke on the increase in materials costs due to petroleum product increases, but explained they have the funds to cover the bid due to savings on the drainage work.

Councilmember Hamilton made a motion to approve the selection of Earth Resources Corp. for the Spring 2014 Chip Overlay Project contractor, seconded by Councilmember Repan. It was approved unanimously.

10.2. Foothill Drive Drainage Project Bid Selection and Approval of a Contract with the Selected Contractor. Discussion and possible action to select a contractor for the Foothill Dr. Drainage project based on the bids submitted in the Town's Notice and Invitation for Bids or to reject all proposals and issues a new invitation for bids.

Public Works Supervisor, Ed Hanks gave an overview on the first and second lowest bidders for this project. Town Manager Kimball explained the award would be for the base bid with the alternate option to be considered and awarded at the end of the project, which would probably need to be funded by the Town's money. There was discussion on the alternate work.

Councilmember Hamilton made a motion to award the contract to the lowest responsible bidder and the alternates to the same. The motion failed for lack of a second.

Councilmember McBrady made a motion to take staff's recommendations of awarding the base bid to Redpoint Contractor with the alternates decided for later, seconded by Councilmember Hamilton. There was discussion on when the determination of the alternate work would be done; variables for needing guardrails; working with a new contractor from out of Phoenix and possible concerns. A vote on the motion was taken which passed by a 6-1 vote in favor, Mayor Nolan voting against.

Mayor Nolan spoke on going back to the Board of adjustment hearing at 7:00 p.m. The Regular meeting was recessed at 7:00 p.m.

5. Board of Adjustment Public Hearing Agenda. Hearing and judgment.

The Board of Adjustment meeting was called to order at 7:00 p.m. Mayor Nolan presided.

Mayor Nolan asked the Board if anyone wished to share an ex-parte issue. Councilmember Hamilton explained he had filed an ex-parte report having had a conversation with Paul Manganella. He explained this conversation had to do with the location of the property and Mr. Manganella filing a protest to the variance. When Mr. Manganella called CM Hamilton it was to talk about other town concerns and at the time CM Hamilton didn't think it applied to the hearing (as a neighbor) since what the neighbor thinks doesn't have any bearing on the variance. Once CM Hamilton heard it did have a bearing on this case he filed the ex-parte report to the town.

5.1. Public Hearing – Variance Request from the side yard setback requirements (property address: 9520 E. Newtown Ave., Dewey).

Town Manager Kimball gave an overview of the variance request: Application by Jerry Piper, located at 9520 E. Newtown Ave. Town's code required side setback is 25'. Mr. Piper is requesting a 20' relief from that setback requirement, to place a carport 5' from the side setback.

The Town Attorney was present.

Jerry Piper, Applicant, was asked to come forward and give his report. He spoke on a setback variance he was granted years earlier to build a structure with a 10' setback from the side of his property. He recently purchased a new and larger motorhome and is having difficulty getting it in and out of the existing motorhome structure. He wants to build the carport closer to the fence where it is out of sight and out of the way. The extra 15' means a lot moving the motorhome within his property boundaries. He asked if any of the board members had been out to his property to see it. He also stated that the neighbor most affected by the proposed carport structure does not have a problem with it.

Councilmember Hamilton asked Mr. Piper the size of his motorhome when he built the first RV building. Mr. Piper responded it was 30 feet.

CM Hamilton asked whether there was another location on his property that he could build the carport. Mr. Piper explained the location he would like to place it currently has all the utilities for RV hookup.

CM Hamilton asked how the land is creating a hardship. Mr. Piper explained he wants to location where he wants it and needs to encroach on the setback requirements by 15'.

CM Hamilton spoke on the criteria for approving a variance: based on a hardship by the land. He spoke on Mr. Piper having other locations he could store the RV and this being a financial consideration to protect the RV from sun and hail. Mr. Piper has flat land he could use, but prefers this location so his actions are causing the need for a variance.

Mr. Piper explained he came to the Board of Adjustments to put the carport where he wants to put it.

Mayor Nolan spoke on the shape and topography of Mr. Piper's property making it difficult to use.

Mr. Piper explained he wasn't a novice and knew how variances work.

The Public Hearing was opened at 7:16 p.m.

Paul Manganella spoke on being Mr. Piper's neighbor across the road. The application for the building is for placement 5' not 10' from the property line. He suggested Mr. Piper buy and use an RV cover instead, or if the RV was sold he wouldn't need the carport.

Jerry Brady spoke on the reasons for the 25' setback being for a fire-lane. He asked if this application had been run past the fire department for offsets for fire clearance.

Glenda Piper spoke on her property being a narrow and thin lot and having to move out the carport would block all access to the existing shop. They want to utilize the property they bought.

The Hearing was closed at 7:21 p.m.

Jerry Piper returned to the lectern to answer questions.

Councilmember Repan asked Mr. Piper if he had a 24' RV if he would need a variance. He spoke on the rules for looking at a variance. Mr. Piper responded a variance would not be necessary if he had a smaller RV.

CM Repan the Town's guidelines being the same as the County's.

Mr. Piper restated there is no other place that is feasible for placement of parking the RV. He wants it tucked back in, out of sight where all utilities are located. The existing electrical outlet was there when he bought the property.

Councilmember Wright asked about parking the RV parallel to the length of the carport and still being able to meet the setbacks. Mr. Piper explained he has tried different locations but this is the only one that works. If it is parked straight in then it blocks the driveway to his shop.

An aerial shot of the property was brought up on the screen for Council to have a better idea of the layout of the property.

Councilmember McBrady spoke on the request being the most maneuverable for getting in and out and the neighbor it would affect does not have a problem with it. He spoke on the training the board received for hearing variances and needing to meet four conditions for approval.

Town Attorney Susan Goodwin read those conditions: Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other land, building or structures in the district; and the literal interpretation of the Code would deprive the applicant of right commonly enjoyed by other properties in the same district under the terms of the Code; and the alleged hardships caused by interpretation of the Code include more than personal inconvenience and financial hardship and do not result from actions of the applicant; and granting the variance will not confer upon the applicant any special privilege that is denied by the Code to other lands, structures or buildings in the district; and the granting of the variance requested will not interfere or injure the rights of other properties in the same district. Ms. Goodwin explained the Board would need to find that all these conditions are met.

There was discussion on whether the desire to park the RV in a certain way and location was convenience or a hardship. CM McBrady spoke on the workshop being granted through a variance process and being 10' to the property line.

Council had no other questions for Mr. Piper.

Council asked the Town Attorney questions.

CM Repan asked about going through all four findings. Ms. Goodwin explained if they choose to approve then they need to answer the 4 findings but not if they choose to deny the variance.

Councilmember Hamilton made a motion to Deny the Variance (he explained why: self-imposed by choosing to purchase a much larger motorhome, land did not force him to do that; RV can be stored offsite; Owner is worried about depreciation of motorhome (financial consideration); could build carport in the back but inconvenient so self-imposed as well, not land caused but inconvenience only). Councilmember Wright seconded the motion. The motion passed by a 4-3 vote in favor, Councilmembers McBrady, Williams-Rowe and Mayor Nolan voting against.

5.2. Adjourn the Board of Adjustment agenda

The Board of Adjustment hearing was adjourned at 7:43 p.m. Council reconvened in to the regular Council meeting.

6. Reconvene in to the Regular Council Meeting.

The Regular Council Meeting was reconvened at 7:44 p.m.

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

Nothing to report.

8. Consent Agenda.

8.1. Minutes. Minutes from the April 15, 2014 Regular Council meeting.

Councilmember Repan made a motion to approve the Minutes from the April 15, 2014 Regular Council meeting as presented, seconded by Vice Mayor Alen. It was approved unanimously.

9. 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

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Skipped.

10.3. Outback Road situation and next steps. Council discussion with the town attorney following prior discussions and new discoveries; direction on how to proceed. [Continued from the February 18, 2014 meeting and the February 4, 2014 meeting discussions; original CAARF requested by CM Repan]

Councilmember Repan made a motion to waive the client/counsel privilege on any recent memorandum from the Town Attorney regarding Outback Road, seconded by Councilmember Hamilton. It was approved unanimously.

Susan Goodwin, Town Attorney, gave an overview of the situation with Outback Road. Prior memo was based on Outback Road being a part of the town. Once it was found out the road is an easement granted by the State Land Department to Yavapai County it was determined it is a different type of easement and requires the State consent to be turned over to the town. State Land Department confirmed there was no approval of that assignment. The Town should not be maintaining the road and no authority to maintain it. The next steps are to notify the County that the town does not wish to have the road conveyed to the town.

Councilmember Hamilton made a motion to approve following through on the Attorney's recommendation to send notification to both the State Land Department and Yavapai County that the town does not want Outback Road conveyed to the Town, seconded by Councilmember Wright.

Public comment was taken on this item.

Jerry Brady spoke on other roads within town that are similar with rights not conveyed. County gave intent through an ordinance but not voted on and no order of publication posted. The town needed to approve the ordinance.

Town Attorney Goodwin explained that acceptance can be done through maintaining the roadway. She believes this one is unique.

There was discussion on the residents that live off this road and their opinions on what the Council is considering. Mayor Nolan spoke on the County's response to this situation and how it might affect future projects. There was discussion on whether to act now or later on this. Ms Goodwin reiterated the town has no authority to maintain it and notification to the State and County that the town does not wish to have assignment of it in the future is best done as soon as the determination is made.

Public comment was taken on this item.

Jerry Brady spoke on the conveyance of federal land/easement claims and annual reports to state or federal for fuel gas funds.

A vote was taken on the motion which was approved by a 6-1 vote in favor, Mayor Nolan voting against.

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

11.1. **Fiscal Year 2014-2015 Tentative Budget acknowledgement and adoption, review of future budget meeting and final adoption dates.**

Town Manager Kimball explained the need to approve the expenditure limitations in order to move forward with the tentative budget. After adopting this posting will occur with the final budget adoption scheduled in June prior to the start of the fiscal year. Further discussion and decisions on some pending issues can still occur.

Councilmember Hamilton made a motion to adopt the tentative budget, seconded by Vice Mayor Alen.

Public comment was taken on this item.

Jerry Brady spoke on approving the tentative budget but looking at federal law developments and additional planning to be accountable for funds for pass-through from state.

Town Manager Kimball explained that adopting the tentative budget it sets the 4 million dollar cap with 1.7 million of that for grant funds even though they are not anticipating they will receive that much activity in grants. Council can adjust that cap as long as they don't exceed the \$4mil. There was discussion of public input.

A vote was taken on the motion which passed by a unanimous vote in favor.

Ms. Kimball suggested scheduling the next budget meeting. Council agreed to have an additional special budget meeting on June 3rd at 3:30 p.m. The regular Council meeting will follow at 6:30 p.m. The public hearing for the budget will be held on June 17th with possible adoption of the final budget.

11.2. **To accept an offer from the Arizona Office of Tourism to do a short Presentation and Q&A session for Council and public at a work study session.** [CAARF requested by VM Alen]

Vice Mayor Alen gave a follow-up to a tourism conference she attended. Arizona Office of Tourism has offered to do a short presentation for the Council on what is available and stats of the area. There was discussion on an earlier workshop on visioning and wanting more concrete information; whether this should be community initiated (businesses, historical society, etc.).

Public comment was taken on this item.

Jerry Brady spoke on rural economic development; working with Prescott Valley and coordinating with the public's interest on this.

Vice Mayor Alen made a motion to accept the offer from the Arizona Office of Tourism to do a short presentation and Q&A session for Council and the public at a work study session, inviting the historic society and other interested groups and plan it far enough out to plan for this, seconded by Councilmember McBrady. The motion passed by a 5-2 vote in favor, Councilmembers Hamilton and Wright voting against.

11.3. **Whether to acquire certain railroad property remaining in Dewey-Humboldt which is located in Section 23 T 13 N R1E totaling 2.85 acres through dedication.** [Research generated by CM Hamilton CAARF and council direction given at December 17, 2013

meeting] council discussion and consultation with town attorney regarding finding, acquisition process and direct the next steps.

Councilmember Hamilton introduced this item explaining he raised this question and the attorney did the research.

Town Attorney Goodwin spoke on this issue – a letter was sent to the railroad asking for the records and a packet was received back. One parcel in town is eligible for acquisition by the town. Councilmember Hamilton asked if the property was on the superfund site if the town would incur liability if they acquired the property. Ms. Goodwin responded affirmatively. Mayor Nolan pointed out that the property is surrounded by private property with no access.

Vice Mayor Alen made a motion to not proceed any further on any action, but bring it back once the EPA is done with their action with the Superfund site, seconded by Councilmember Repan.

Public comment was taken on this item.

Jerry Brady spoke on Jerome acquiring some railroad land which is now being used for parking and a shuttle stop. The Re-utilization of the Iron King Mine Site needs to be addressed for the EPA to move forward. Additional properties are available through rails to trails revitalization act.

A vote was taken on the motion which passed unanimously.

- 11.4. Discussion and possible action regarding acquisition of property through donation for town park purposes and possibly to approve Resolution No. 14-110**, authorizing and directing the Town Manager and Town Attorney to obtain a legal description, preliminary title report and phase I environmental site assessment and take other necessary actions preparatory to acquisition of real property located in Dewey-Humboldt at 925 S. Wicklow Pl. on behalf of the Town and directing the Town Manager to present the above information to the Council for possible approval to proceed with the acquisition. 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.

Town Manager Kimball spoke on Paul Manganella approaching the town about donating a piece of property and Council can go into Executive Session if they desire.

- 11.4.1. Recess into and hold an executive session** pursuant to A.R.S. § 38-431.03(A)(7) Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.

Vice Mayor Alen made a motion to recess into and hold an executive session pursuant to A.R.S. § 38-431.03(A)(7) Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, seconded by Councilmember McBrady. It was approved by a 5-2 vote in favor, Councilmembers Hamilton and Williams-Rowe voting against.

Council recessed into Executive Session at 8:51 p.m.

- 11.4.2. Reconvene into Regular Meeting.**

Council reconvened into Regular Session at 9:15 p.m.

Councilmember Wright made a motion to adopt Resolution 14-110, seconded by Councilmember Williams-Rowe. Mayor Nolan read the resolution. Councilmember Repan asked Ms. Goodwin about the terms of acceptance. Ms. Goodwin explained the preparatory work would bring any conditions or problems to light. CM Repan explained there might be a conflict of town's vision and donor's stipulations. This can be brought back to council if that comes to light during the preparatory work.

A vote was taken on the motion which passed unanimously.

12. **Comments from the Public.** None.
13. **Adjourn.** The meeting was adjourned at 9:20 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
SPECIAL “BUDGET” SESSION WORKSHOP #4 MINUTES
TUESDAY, JUNE 3, 2014, 3:30 P.M.**

A SPECIAL “BUDGET” SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JUNE 3, 2014, 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 3:33 p.m.
2. **Roll Call.**
 - 2.1. **Town Council.** Town Council Members Jack Hamilton, Mark McBrady, Dennis Repan, Sonya Williams-Rowe, Nancy Wright; Vice Mayor Arlene Alen; and Mayor Terry Nolan were present.
3. **FY 2014-15 Budget Deliberation.** Legal Action can be taken. Council deliberation and possible action to modify Preliminary Budget content.
 - 3.1. **Review of Preliminary Budget by Funds and Departments (General Fund – Revenues, Expenditures: Town Council and Management, Town Clerk, Finance, Legal, IT, Magistrate Court, Public Safety, Engineering, Public Works, and Community Development, non-Departmental; HURF – Revenues, Expenditures: Engineering, Public Works; Grant Fund).**

Public comment was taken.

Earl Goodwin spoke on a letter he wrote to the Council, complimenting the Manager on her work, and undecided items to fund and balance the budget. He spoke in support of the three volunteer requests, using savings from this year to fund things in next year’s budget as the current savings is enough for the town.

WAC (Water Advisory Committee) Membership: Mayor Nolan spoke on the WAC membership and thinking the County will fund ½ fees for the WAC. There was discussion on the WAC membership and doing a water study for the town with WAC’s data assistance. Council mentioned pros and cons of the WAC and a water study and ROI of the town’s membership over the years.

Councilmember McBrady made a motion to approve continuing to fund WAC membership for another year for \$2000, seconded by Vice Mayor Alen. It was approved by a 4-3 vote in favor, Councilmembers Hamilton Repan and Wright voting against.

GPREP (Greater Prescott Regional Economic Plan) Membership: There was discussion of the benefits of regionalizing Economic Development, combining all community efforts, non-competitively, to assist all the communities in the area. There was discussion of how this would/could benefit Dewey-Humboldt with mostly a bedroom community.

Councilmember McBrady made a motion to approve funding the GPREP organization for this year, seconded by Vice Mayor Alen. The motion passed by a 4-3 vote in favor, Councilmembers Hamilton, Repan and Wright voting against.

Electronic devices for Council: There was discussion on whether this had already been decided. Upon investigation it had not. Questions were asked about how these might devices might change staff’s workload, software available for this purpose, ROI, etc.

Councilmember Hamilton made a motion to not approve money for electronic devices for Council, seconded by Councilmember Wright.

It was suggested that a needs study could be conducted to determine what they might need or want next year.

A vote was taken on the motion, which passed by a 4-3 vote in favor, Councilmembers McBrady, Williams-Rowe and Mayor Nolan voting against. Electronic devices will be deleted from the budget.

Pick-up Truck purchase: There was discussion on the age of the current 2 vehicles and whether to purchase a new or used vehicle; which fund to use to purchase the vehicle; options for purchasing a used vehicle (County used vehicle). Town Manager Kimball explained she thinks \$15k is adequate to purchase a used vehicle. Council discussed budgeting more but purchasing a vehicle for less if possible.

Councilmember Hamilton made a motion to approve putting \$25k in the budget for a used truck, seconded by Councilmember Wright. It was approved by a 6-1 vote in favor, Mayor Nolan voting against.

Community Development Outreach - D-H Museum rent (\$7200); Agua Fria Festival (\$5k); Branding for Town (\$5k); Community-wide Survey (\$7500); Meals on Wheels (\$2500): Councilmember Repan asked about looking at the Strategic Community Partnership Program. Vice Mayor Alen spoke on bringing it back for modification, requiring the submittal of all information, especially 990 non-profit forms. There was discussion on when that program would be reinstated and how the timing works with this budget and whether to proceed with funding discussions for those already before the council for consideration.

Councilmember Hamilton made a motion to not allocate any funds for the strategic community partnership program. The motion failed for lack of a second.

D-H Historical Society Museum (rent - \$7200): There was discussion on the decision last year to not fund after last year's assistance. Councilmember Repan spoke on considering purchasing the property. Other councilmembers agreed this was something to consider and to look into it.

Councilmember Hamilton made a motion to approve allocating \$7200 for museum rent with the possibility of acquiring the building at a later time, seconded by Councilmember McBrady. It was approved unanimously.

Agua Fria Festival (\$5000): There was discussion on how the Lion's Club is running the festival this year and how the money for the festival will be handled (donation and profits).

Bob Greene was in attendance on behalf of the Lion's Club and the Agua Fria Festival. He spoke on the profits being split 50/50 between the club and the festival and that money being spent to assist the community. The festival has had an agreement to use its profits (anything over \$5k) to go toward a park. He spoke on the change in venue from the Highways 69/169 (Farm) location to Reata Pass South of Town Hall.

There was discussion on the success of the festival in previous years. VM Alen suggested they offer space at a lower cost for non-profits. Mr. Greene spoke on the cost to rent a space for both days and compared it to Prescott events.

Councilmember Repan made a motion to approve supporting the Agua Fria Festival for \$5000, seconded by CM Williams-Rowe.

There was discussion on the date and location of the festival.

Vice Mayor Alen offered a friendly amendment to set a condition that booths for 501C3's be at a cost of ½ the cost of for-profits. Mr. Greene responded by saying he had no objections to this but requested they leave the motion as is and he will guarantee booths for non-profits will be reduced to \$75. VM Alen withdrew her friendly amendment.

CM Wright made a motion to approve funding the festival for \$2500, seconded by CM Hamilton.

There was discussion on how much it takes to put the festival on and Mr. Greene listed some of those costs.

A vote was taken on the motion to fund the festival for \$2500, which failed by a 2-5 vote, Councilmembers McBrady, Repan, Williams-Rowe, Vice Mayor Alen and Mayor Nolan voting against.

A vote was taken on the motion to fund the festival for \$5000, which passed by a 5-2 vote in favor, Councilmembers Hamilton and Wright voting against.

3.2. Future meeting scheduling and additional budget-related discussion topics.

Council discussed when they would meet again to continue this meeting. June 17th at 2:00 p.m. was scheduled.

4. **Comments from the Public**. None.
5. **Adjourn**. The meeting was adjourned at 6:12 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
TUESDAY, JUNE 3, 2014, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JUNE 3, 2014, 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 6:36 p.m. Mayor Nolan presided.

2. **Opening Ceremonies.**

2.1. **Pledge of Allegiance.** Made.

2.2. **Invocation.** Given by Councilmember Nancy Wright.

3. **Roll Call.** Town Council Members Jack Hamilton, Mark McBrady, Dennis Repan, Sonya Williams-Rowe; Vice Mayor Arlene Alen (absent at roll call); and Mayor Terry Nolan were present. Councilmember Nancy Wright 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 made a proclamation for D-Day (70 year anniversary).

4.1. **Volunteer of the Year Award and Certificate Presentations.**

Vice Mayor Alen arrived at 6:41 p.m.

Mayor Nolan presented the volunteers nominated for Volunteer of the Year Award with certificates (Treesha deFrance [not present], Bob Greene, Mike Nathe [not present], Jeff Spohn, Sandra Goodwin, Lydia Chapman [posthumously]). Tom Grimshaw was awarded the Volunteer of the Year award.

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

Town Manager Kimball announced the upcoming election. Town Clerk Morgan spoke on how many candidates had submitted nomination papers for the August 26th Primary Election (Mayor: Nolan and Repan; Council: Hamilton, McBrady, Treadway, Williams-Rowe).

5.1. **Council Budget Discussion Recap from June 3rd Budget Workshop meetings.**

Town Manager Kimball gave an update on the budget meeting which was just held earlier that day: Fund membership to WAC for \$2k; GPREP membership (full); IT will not fund for electronic devices for council; truck for Public Works up to \$25k; Community Outreach-DHHS Museum rent (\$7200), and Agua Fria Festival (\$5000). The next budget workshop will be held on June 17th at 2 p.m.

6. **Consent Agenda.**

6.1. **Minutes.** Minutes from the May 13, 2014 Work Session and May 14, 2014 Special Training Meeting.

Vice Mayor Alen made a motion to approve the consent agenda – Minutes from the May 13, 2014 Work Session and May 14, 2014 Special Training Meeting, seconded by Councilmember Hamilton. It was approved unanimously.

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

Jerry Brady spoke on the procedure for conveying government properties and surveying to convey ownership.

Glenda Piper spoke against accepting the Manganella donation of land on Newtown Avenue.

Stanley Gorodenski spoke against the donation of Newtown property for a park and trailhead.

Al Moody spoke against accepting the donation as he felt it is a bribe.

Sandra Goodwin spoke on the location of the proposed trailhead being at the end of Newtown in Prescott National Forest, not at the property being donated.

Jerry Piper spoke on the complaints and judgments against the property for donation.

Jean Wampler spoke on stop signs and speed limit signs for the road and the citizens not being notified of this donation to speak for or against it.

Jack Hamilton responded to Jerry Piper's comment. He informed him of the appeals process if he feels he did not receive a fair hearing before the Board of Adjustment.

Woody Wampler spoke on Council spending money on the roads in the Blue Hills rather than a park.

Jerry Brady spoke in support of the donation and the park, explaining it has its own water source and the trailhead would be close but no lights or activities would typically occur in the evening.

Jean Wampler spoke on complainants filing complaints not being kept confidential.

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. None.
9. **Discussion Agenda – New Business.** Discussion and Possible Action on matters not previously presented to the Council.

9.1. Yavapai County Sheriff's Office Public Safety Intergovernmental Agreement.

Mayor Nolan explained Lt. Auvenshine and Mr. Field the County Attorney were in attendance for this agenda item.

Town Manager Kimball gave an overview explaining this IGA has been in the works for some time. The indemnification clause was the problem. This has since been worked out and staff is recommending the approval of the agreement.

Mr. Fields spoke on his interpretation of the indemnification clause conflict – previous clause was one-sided with the County holding that liability.

Lt. Auvenshine added that the sole liability clause in the previous contract was worked on this year to serve all interests on both sides of the contract.

Councilmember Hamilton made a motion to accept the Yavapai County Sheriff's Office Public Safety Intergovernmental Agreement (Version 4) as presented, seconded by Councilmember Repan. It was approved by a 6-1 vote in favor, Councilmember Wright voting against.

9.2. Ordinance 14-106 Consolidated Election Assumption of Duties.

Councilmember Repan made a motion to adopt the Ordinance 14-106 Consolidated Election Assumption of Duties, as presented, seconded by Councilmember Williams-Rowe. It was approved by a 6-1 vote in favor, Councilmember Wright voting against.

9.3. Reinstate the Concept of “Community Non-Profit Program”. [CAARF requested by VM Alen]

Vice Mayor Alen spoke on modifying the D-H Community Partnership Program to meet best practices with current non-profits.

Vice Mayor Alen made a motion to approve putting the Dewey-Humboldt Community Partnership program into place starting in July 2014, putting the funding in place in January 2015 and determine the amount to fund it for at the June 17th budget workshop meeting, seconded by Councilmember McBrady.

There was discussion on the program and when the best time to fund it would be and who could apply.

Public comment was taken on this item.

Jerry Brady spoke on other private and corporate donors for non-profit assistance and the town not having a system in place when historic railroad equipment was available for purchase.

Town Manager Kimball asked for clarification on the motion and spoke her concerns for balancing the budget if additional monies are anticipated for funding this program. There was Council discussion on how to fund this program when the budget has been cut so lean; where the budget could still be cut (raises) to fund this program; if no funding is available then Council would just not fund the program; whether current non-profits receiving funding are checked to see if they are in good standing.

Public comment was taken on this item.

Jerry Brady spoke on Prescott Valley’s successful use of assistance and grants (TTAGS), assistance with budget plans, Yavapai County designated as rural communities.

Town Manager Kimball spoke on an Accountability Contract with each contract with these non-profits with Council’s review of these prior to issuance of grant funding.

A vote was taken on the motion, which passed with a 5-1 vote in favor, Councilmember Hamilton voting against.

9.4. Discussion and possible action regarding acquisition of property through donation and possibly to approve Resolution No. 14-111, authorizing and directing the Town Manager and Town Attorney to obtain a legal description, preliminary title report and phase I environmental site assessment and take other necessary actions preparatory to acquisition of real property located in Dewey-Humboldt at 12938 E. Main Street (402-10-026A) on behalf of the Town and directing the Town Manager to present the above information to the Council for possible approval to proceed with the acquisition. 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.

Council discussed briefly whether they needed to go in to Executive Session.

Councilmember Repan made a motion to not go in to Executive Session. The mover withdrew his motion.

Councilmember Repan made a motion to go in to Executive Session, seconded by Councilmember McBrady. It was approved by a 6-0 vote in favor.

9.4.1. Recess into and hold an executive session pursuant to A.R.S. § 38-431.03(A)(7)
Discussions or consultations with designated representatives of the public body in

order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property located at 12938 E. Main Street in Dewey-Humboldt.

Council recessed into Executive Session at 8:21 p.m.

9.4.2. Reconvene into Regular Meeting.

Council reconvened into Regular session at 8:41 p.m.

Councilmember Hamilton made a motion to approve resolution 14-111, authorizing and directing the Town Manager and Town Attorney to obtain a legal description, preliminary title report and phase I environmental site assessment and take other necessary actions preparatory to acquisition of real property located in Dewey-Humboldt at 12938 E. Main Street (402-10-026A) on behalf of the Town and directing the Town Manager to present the above information to the Council for possible approval to proceed with the acquisition. The motion was seconded by Vice Mayor Alen.

Public comment was taken on this item.

Jerry Brady spoke on inaccuracies with GIS/GPS how it might affect ownership of a property.

A vote was taken on the motion which passed by a 6-0 vote in favor.

10. Public Hearing Agenda. None.

11. Comments from the Public.

Jerry Brady spoke on development in this region and recommended Council do reasonable or prudent planning of where it wants D-H to be in 10 years.

12. Adjourn. The meeting was adjourned at 8:46 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
SPECIAL “BUDGET” SESSION WORKSHOP #5 MINUTES
TUESDAY, JUNE 17, 2014, 2:00 P.M.**

A SPECIAL “BUDGET” SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JUNE 17, 2014, 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 2:02 p.m.
2. **Roll Call.**
 - 2.1. **Town Council.** Town Council Members Jack Hamilton, Mark McBrady, Dennis Repan, Sonya Williams-Rowe (absent at roll call), Nancy Wright; Vice Mayor Arlene Alen; and Mayor Terry Nolan were present.
3. **FY 2014-15 Budget Deliberation.** Legal Action can be taken. Council deliberation and possible action to modify Preliminary Budget content.
 - 3.1. **Review of Preliminary Budget by Funds and Departments (General Fund – Revenues, Expenditures: Town Council and Management, Town Clerk, Finance, Legal, IT, Magistrate Court, Public Safety, Engineering, Public Works, and Community Development, non-Departmental; HURF – Revenues, Expenditures: Engineering, Public Works; Grant Fund).**

Town Manager Kimball reviewed where the Council left off at the last budget workshop (Community Development – 10-465-6590). Council agreed to support the museum rent for one year (\$7200) and the Agua Fria Festival (\$5k) with Town Branding (\$5k) and Town-wide Survey (\$7500) still pending.

Council started with the items the Town Manager is recommending with the other discretionary issues discussed afterward if monies are still available.

Raises for Staff: Ms. Kimball explained she had budgeted for up to 2% raises but is asking for 3% with additional \$5k contingency for Community Development Department with the Town taking Building Safety back in-house.

There was discussion on whether to allow a certain dollar amount for raises leaving the discretion to the Town Manager who gets what type of raise, or whether to just allow up to a 3% raise for each employee. When Ms. Kimball was asked how she felt about that type of flexible discretion she explained it was easier for her to plug the 3% in for budgeting purposes. The COLA amount would go in July 1st.

Councilmember Hamilton made a motion to approve up to 3% raises for staff with \$5000 contingency for Community Development, seconded by Councilmember Wright. It was approved by a 6-0 vote in favor, Councilmember Williams-Rowe being absent for this vote.

Ms. Kimball explained this was all she had for budget related personnel issues.

Clean-up Programs/Community Development: Town Manager Kimball reviewed what the Town did last year under this program and explained she is recommending the same programs. She would recommend a community based clean-up day but can't afford it in this budget if sticking with the same programs as last year.

There was discussion on the Household Hazardous Waste program and the high cost per user. Councilmember Hamilton recommended having a voucher program for people

Town Council Special Budget Meeting Minutes (Workshop #5), June 17, 2014 where most of the cost is covered but people pay something (1 voucher per family per year).

Councilmember Williams-Rowe arrived at 2:22 p.m.

There was continued discussion on a possible voucher program and what type of burden that would put on staff, and other options such as adding an additional clean-up day with Prescott Valley.

Councilmember Hamilton made a motion to approve \$9k for a “dump” voucher program that staff oversees, seconded by Councilmember Wright.

Town Manager Kimball spoke on a voucher program being difficult to implement and manage. She recommended doing another clean-up day in D-H, but during the week so more employees available to help.

Councilmember Hamilton withdrew his earlier motion, seconder agreed. He made a motion to set \$9k aside now with a later determination on how to utilize it. Councilmember McBrady suggested keeping it at \$10k. Councilmember McBrady made a motion to allocate \$10k toward the “Clean-up” services, with determination later on for the program details. Mayor Nolan noted that the earlier motion was withdrawn and the seconder agreed. The motion on the table is to allocate \$10k. There was discussion on deciding on the dollar amount to spend for this program. Councilmember McBrady agreed to change the motion to \$12k, receiving a second from Councilmember Williams-Rowe. There was more discussion on what that dollar amount is set at in the budget. Town Manager’s Narrative in the budget says 10k. The motion was changed back to allocating **\$10k** toward the clean-up services with determination later on the programs. A vote was taken on the motion, which passed unanimously.

Facility Needs Study (\$12,822): Town Manager Kimball spoke on initiating this when Council was considering whether to renew the lease for town hall. This amount is just to determine the need not the design. There was discussion on considering the possible donated land for a new town hall and which fund this amount could come out of (one-time capital expense line item 10-431-7001).

Councilmember Hamilton made a motion to approve \$12,822 for a Facility Needs Study, seconded by Councilmember Repan. It was approved by a 6-1 vote in favor, Councilmember McBrady recusing himself from the vote.

Branding for the Town (\$5000): Vice Mayor Alen spoke on only needing \$3500 next year with the \$2500 carried over from this fiscal year since only one sign was put up. There was discussion on the sign and location of the sign.

Councilmember Hamilton made a **motion** to approve \$5k in the budget for Town Branding (\$2500 carried over from current fiscal year to next and adding \$2500 in the next fiscal year), seconded by Vice Mayor Alen.

There was discussion on how to balance the budget with the Facility Needs Study approved putting the budget about \$13k in the red. Councilmember Hamilton suggested increasing the anticipated revenue (profit from investments) from \$5k to \$15k. There was discussion on this suggestion as well as discussion on waiting until the next year for branding and survey.

Councilmember McBrady made a **motion** to eliminate the branding and community-wide survey amounts to balance the budget. The motion failed for lack of a second.

Town Council Special Budget Meeting Minutes (Workshop #5), June 17, 2014
Councilmember Wright made a **motion** to cut the Agua Fria Festival grant amount to \$2500 and putting \$2500 in for Meals on Wheels, seconded by Councilmember McBrady.

There was discussion on the accountability of those asking for town funds; using the old survey to see what trends in community have changed; needing to see the old survey.

Vice Mayor Alen made a **motion** to approve leaving the survey line item at \$5k and determine the survey contents later. The motion was withdrawn by the maker of the motion.

The motion to cut the Agua Fria Festival grant amount was withdrawn by the maker of the motion.

The motion to fund the branding for the town was withdrawn by the maker of the motion.

Councilmember Repan made a motion to approve allocating those items as they stand (branding \$5k, Meals on Wheels \$2500, Surve3y \$5k) and any deficit in the total amount in the budget be taken out of savings to pay for the truck and balance the budget, seconded by Vice Mayor Alen. It was approved unanimously.

Town Manager Kimball clarified the truck purchase would come out of savings anyway and this is just an accounting issue.

Vacant Property Purchase: Councilmember McBrady spoke on looking at a property as a group before deciding on a purchase. CM Wright spoke on only looking at the Zeigler property parcel that connected to BLM with a gate with access to a trailhead. There was discussion on this property and it currently being used to graze cattle. It was suggested the Open Space and Trails Committee look into the property and whether they could recommend pursuing the purchase for a trailhead use.

It was recommended this come before the Council at a regular meeting with a possible Executive session. Councilmember Wright suggested lowering the proposed cost from \$80k to \$30k.

Fee Study: Councilmember Hamilton explained his reasons for requesting a new Fee Study – to justify the impact fees; concern with new development of the farming land; study could be done internally by adjusting fees.

Councilmember McBrady made a motion to remove the Professional Fee Study in this budget, seconded by Councilmember William-Rowe. It was approved unanimously.

Councilmember Williams-Rowe made a motion to approve reducing the property purchase to \$30k and make it for “just a purchase of property” not identified as a specific property, property to be determined. The motion was seconded by Councilmember Repan. It was approved unanimously.

Water Study: Vice Mayor Alen gave an overview of her request for water study, explaining it is over a period of time to determine what the citizens'/town's needs are so planning can start – a placeholder with the understanding that there will be some assistance on this study from the WAC (Water Advisory Committee). There was discussion on this study being for the entire town, not just one part of the community – those with wells, those without wells, those on a private water company; do the study while the WAC assistance and data is still available; create a baseline for future planning; short and long-term infrastructure, etc.; existing data and options for the future; assets as a community; plan to meet needs and funding.

Town Council Special Budget Meeting Minutes (Workshop #5), June 17, 2014
Councilmember McBrady made a motion to leave the water study in the budget, seconded by Councilmember Williams-Rowe. The motion passed by a 4-3 vote in favor, Councilmember Hamilton, Repan and Wright voting against.

There was discussion on whether money needed to be budgeted to match grant funds for a fire-break the town submitted a grant for. Mayor Nolan explained they did not get the grant.

There was discussion on HURF funds and whether additional funds should be budgeted with anticipated rise in materials costs for road maintenance.

Councilmember Hamilton made a motion to approve the HURF budget as presented with the \$20k increase proposed by Staff, seconded by Councilmember Wright. It was approved unanimously.

Town Manager Kimball spoke on the modifications approved at this meeting will be made to the budget book.

3.2. Future meeting scheduling and additional budget-related discussion topics.

Mayor Nolan spoke on Council already having scheduled a special June 24th 6:30 regular meeting to approve the budget.

Town Manager Kimball spoke on the next steps for the budget: Staff to research clean-up events; those programs budgeted under contingency fund will be addressed by CAARF to come back to Council for decision (property purchase and Water study).

- 4. **Comments from the Public.** None.
- 5. **Adjourn.** The meeting was adjourned at 4:53 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
TUESDAY, JUNE 17, 2014, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JUNE 17, 2014, 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 6:31 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 Jack Hamilton, Mark McBrady, Dennis Repan, Sonya Williams-Rowe, Nancy Wright; Vice Mayor Arlene Alen; and Mayor Terry Nolan were present.
4. **Announcements Regarding Current Events, Guests, Appointments, and Proclamations.**

None.
5. **Town Manager's Report.** Update on Current Events.
 - 5.1. **Town Community Development Department staffing status as it relates to the existing functions of Planning and Zoning, Code Enforcement and new functions of Building Safety.**

Town Manager Kimball gave an update on the Community Development Department staffing. Connie Dedrick has been brought in (Part-time) for Planning and Zoning issues. Building Inspections and plan review have been brought in-house. Terry Ford has been hired as the Building Official/Inspector (Part-time) to perform these duties and head the transition and set-up for the department. Ms. Kimball thanked staff for their help.
6. **Consent Agenda.**
 - 6.1. **Minutes.** Minutes from the April 22, 2014 Special Budget Workshop #1, April 29, 2014 Special Budget Workshop #2, May 6, 2014 Regular Meeting, May 12, 2014 Special "ULI" Session and June 10, 2014 Work Session.

Vice Mayor Alen made a motion to approve consent agenda for minutes from the April 22, 2014 Special Budget Workshop #1, April 29, 2014 Special Budget Workshop #2, May 6, 2014 Regular Meeting, May 12, 2014 Special "ULI" Session and June 10, 2014 Work Session, as presented. Mayor Nolan seconded the motion. It was approved unanimously.
7. **Comments from the Public (on non-agendized items only).**

None.
8. **Public Hearing Agenda.**
 - 8.1. **Public Hearing on the FY2014-15 Budget.**

Mayor Nolan opened the public hearing on the FY2014-15 Budget at 6:37 p.m.

David Nystrom, Board of Directors and Secretary of the Dewey-Humboldt Historical Society, spoke on the Council's consideration of the DHHS museum rent grant request of \$7200 and his appreciation for the Council approving that request. He recommended Council ratify the budget with that item.

Carl Marsee, with the Dewey-Humboldt Historical Society thanked the Council for their consideration of the museum rent grant request on the 2015 budget.

No more comments were received so the public hearing was closed at 6:39 p.m.

Mayor Nolan explained the Council's budget deliberations were finalized earlier that day with adoption set for next Tuesday, June 24, 2014.

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.

None.

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

- 10.1. **FY14-15 Budget discussion and possible adoption through Resolution 11-112.**
Possible adoption, rejection and /or postponing adoption.

The budget adoption (resolution 11-112) was moved to a special “regular” Council meeting on June 24th at 6:30 p.m.

- 10.2. **Building Safety Services Intergovernmental Agreement (IGA) with Yavapai County Development Services.** Possible adoption, rejection, adoption with modification and /or postponing adoption.

Town Manager Kimball spoke on the IGA being for Building Services “as needed” to cover anything unexpected. One minor modification she recommended was on the 1st page of the agreement (1.5) deleting Article 7-4 and changing it to per Town Code.

Councilmember Repan made a motion to approve the Building Safety Services Intergovernmental Agreement with Yavapai County Development Services, as presented. It was seconded by Vice Mayor Alen. It passed unanimously.

11. **Comments from the Public.** None.

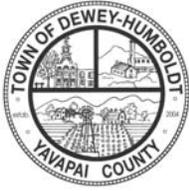
12. **Adjourn.** The meeting was adjourned at 6:44 p.m.

Terry Nolan, Mayor

ATTEST:

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

TOWN COUNCIL REGULAR MEETING
JULY 15, 2014, 6:30 p.m. Town Council Meeting Chambers
Agenda Item # 8.1. Ordinance 14-107 Fireworks and Explosives.

To: Mayor and Town Council Members
From: Yvonne Kimball, Town Manager

Date submitted: July 10, 2014

Recommendation: Adopt the Ordinance with minor modifications.

Summary:

At Councilmember Wright's request, the Town Council directed a fireworks ordinance be developed. The Town Attorney and I had some discussions on the subject. I understand that in April 2014, the State Legislature adopted new regulations for fireworks (see SB 1158). There are three types of fireworks according to state law – permissible consumer fireworks, consumer firework and display firework. These are defined in SB 1158. State law allows local governing bodies to regulate “permissible consumer fireworks” while the other two types of fireworks are primarily regulated by the State.

The Town Attorney advised that the proposed ordinance regulates fireworks to the full extent allowed by state law. The proposed ordinance imposes regulations on the use and the sale of “permissible consumer fireworks” (use and sale are not allowed except during the specified time periods; proper signage is required for sale). It also imposes a town permit requirement on supervised display fireworks. In addition to imposing regulations on fireworks, the proposed ordinance also intends to regulate possession, use and sale of explosives. “Explosives” was not discussed by the Town Council when you gave direction to develop a “fireworks” ordinance. Staff recommends your consideration of regulating “explosives” as well.

Implementing the proposed ordinance will need collaboration between the town's in-house staff, the Central Yavapai Fire District, and Yavapai County Sheriff's Office. I have sought input from the Fire District and will discuss the enforcement with YCSO once it is adopted. The Fire District Chief is heavily involved on the permitting end. The Chief and my staff would develop a template for permit applications and a template for the sale of “permissible consumer fireworks”. YCSO and town in-house staff would handle enforcement.

I want to direct your attention to the authority of permit issuance, including permits for the use of supervised public display of fireworks and explosives. The proposed ordinance indicates that permits may be granted by the “Town” (Section 130.11 (D)). I seek your direction to specify the term of “Town” by deciding whether the authority rests with the “Town Council (at a council meeting)” or the “Town Manager”.

With minor modifications, I recommend the Council adopt the proposed.

ORDINANCE No. 14-107

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, COUNTY OF YAVAPAI, ARIZONA, AMENDING THE TOWN OF DEWEY-HUMBOLDT, ARIZONA CODE OF ORDINANCES, TITLE XII GENERAL OFFENSES, CHAPTER 130 GENERAL OFFENSES, TO ADD NEW SUBCHAPTER FIREWORKS AND EXPLOSIVES AND §§ 130.10 DEFINITIONS, 130.11 USE OF FIREWORKS; EXCEPTIONS, 130.12 SALE OF PERMISSIBLE CONSUMER FIREWORKS, 130.13 POSTING OF SIGNS BY PERSONS ENGAGED IN THE SALE OF PERMISSIBLE CONSUMER FIREWORKS, 130.14 LIABILITY FOR EMERGENCY RESPONSES RELATED TO USE OF FIREWORKS; DEFINITIONS, 130.15 EXPLOSIVES, AND 130.16 PENALTIES ALL RELATED TO THE SALE AND USE OF FIREWORKS AND EXPLOSIVES WITHIN THE TOWN LIMITS; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING PENALTIES

Whereas, the Mayor and Council of the Town of Dewey-Humboldt find it necessary and prudent to adopt certain regulations to protect, enhance and promote the health, safety and welfare of its residents against injuries caused by the use of explosives, including permissible consumer fireworks; and

Whereas, due to the dry/desert like conditions, there is a danger of fire with the use of consumer fireworks in Dewey-Humboldt that can cause significant harm to Dewey-Humboldt and its residents; and

Whereas, A.R.S. § 36-1606 authorizes municipalities to regulate and prohibit some activities related to permissible consumer fireworks; and

Whereas, the adoption of regulations relating to prohibiting the use of permissible consumer fireworks, along with other explosives, is in the best interests of the citizens of Dewey-Humboldt,

Now, Therefore, Be it ordained by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, as follows:

Section I. In General

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title XIII General Offenses, Chapter 130 General Offenses is hereby amended to add new subchapter Fireworks and Explosives to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

FIREWORKS AND EXPLOSIVES

§ 130.10 DEFINITIONS

THE FOLLOWING WORDS, TERMS AND PHRASES WHEN USED IN THIS SUBCHAPTER, HAVE THE MEANINGS ASCRIBED TO THEM IN THIS SECTION, EXCEPT WHERE THE CONTEXT CLEARLY INDICATES A DIFFERENT MEANING:

- (1) *CONSUMER FIREWORK* MEANS THOSE FIREWORKS DEFINED BY A.R.S. § 36-1601.
- (2) *DISPLAY FIREWORK* MEANS THOSE FIREWORKS DEFINED BY A.R.S. § 36-1601.
- (3) *FIRE CHIEF* MEANS THE CHIEF OF THE CENTRAL YAVAPAI FIRE DISTRICT.
- (4) *FIREWORKS* MEANS ANY COMBUSTIBLE OR EXPLOSIVE COMPOSITION, SUBSTANCE OR COMBINATION OF SUBSTANCES, OR ANY ARTICLE PREPARED FOR THE PURPOSE OF PRODUCING A VISIBLE OR AUDIBLE EFFECT BY COMBUSTION, EXPLOSION, DEFLAGRATION OR DETONATION, THAT IS A CONSUMER FIREWORK OR DISPLAY FIREWORK AS DEFINED BY A.R.S. § 36-1601.
- (5) *NOVELTY ITEMS* MEANS FEDERALLY DEREGULATED NOVELTY ITEMS THAT ARE KNOWN AS SNAPPERS, SNAP CAPS, PARTY POPPERS, GLOW WORMS, SNAKES, TOY SMOKE DEVICES, SPARKLERS, AND CERTAIN TOYS.
- (6) *PERMISSIBLE CONSUMER FIREWORKS* MEANS THOSE FIREWORKS AS DEFINED BY A.R.S. § 36-1601.
- (7) *SUPERVISED PUBLIC DISPLAY* MEANS A MONITORED PERFORMANCE OF DISPLAY FIREWORKS OPEN TO THE PUBLIC AND AUTHORIZED BY PERMIT BY THE TOWN.

§ 130.11 USE OF FIREWORKS; EXCEPTIONS

- (A) THE USE, DISCHARGE OR IGNITION OF FIREWORKS AND PERMISSIBLE CONSUMER FIREWORKS, WITHIN THE TOWN IS PROHIBITED EXCEPT AS PROVIDED FOR IN THIS SECTION.

- (B) THE USE OF PERMISSIBLE CONSUMER FIREWORKS IS PROHIBITED WITHIN THE CORPORATE LIMITS OF THE TOWN EXCEPT FROM JUNE 24 THROUGH JULY 6 AND DECEMBER 24 THROUGH JANUARY 3 EACH YEAR. THE USE OF PERMISSIBLE CONSUMER FIREWORKS IS ALSO PROHIBITED WHEN A FEDERAL OR STATE AGENCY IMPLEMENTS STAGE ONE FIRE RESTRICTIONS IN ANY PORTION OF YAVAPAI COUNTY IN EFFECT FOR ANY ONE OR MORE OF THE DAYS LISTED IN THIS SUBSECTION.
- (C) NOTHING IN THIS SECTION OR ARTICLE SHALL BE CONSTRUED TO PROHIBIT THE USE, DISCHARGE OR IGNITION OF NOVELTY ITEMS OR THE OCCURRENCE OF A SUPERVISED PUBLIC DISPLAY OF FIREWORKS.
- (D) PERMITS MAY BE GRANTED BY THE TOWN FOR CONDUCTING A PROPERLY SUPERVISED PUBLIC DISPLAY OF FIREWORKS. EVERY SUCH SUPERVISED PUBLIC DISPLAY OF FIREWORKS SHALL BE OF SUCH CHARACTER AND SO LOCATED, DISCHARGED OR FIRED, ONLY AFTER PROPER INSPECTION AND IN A MANNER THAT DOES NOT ENDANGER PERSONS, ANIMALS, OR PROPERTY. A PERMIT SHALL NOT BE ISSUED, AND MAY BE REVOKED, DURING TIME PERIODS OF HIGH FIRE DANGER WARNINGS. NO SUCH PERMIT SHALL BE ISSUED UNLESS REVIEWED AND APPROVED BY THE FIRE CHIEF WHO HAS AUTHORITY TO AND MAY IMPOSE REASONABLE CONDITIONS ON ANY PERMITS GRANTED.

§130.12 SALE OF PERMISSIBLE CONSUMER FIREWORKS

- (A) NO PERSON SHALL SELL OR PERMIT OR AUTHORIZE THE SALE OF PERMISSIBLE CONSUMER FIREWORKS TO A PERSON WHO IS UNDER 16 YEARS OF AGE.
- (B) NO PERSON SHALL SELL OR PERMIT OR AUTHORIZE THE SALE OF PERMISSIBLE CONSUMER FIREWORKS IN CONFLICT WITH STATE LAW.
- (C) THE SALE OF PERMISSIBLE CONSUMER FIREWORKS IS PROHIBITED WITHIN THE CORPORATE LIMITS OF THE TOWN EXCEPT FROM MAY 20 THROUGH JULY 6 AND DECEMBER 10 THROUGH JANUARY 3 EACH YEAR. THE SALE OF PERMISSIBLE CONSUMER FIREWORKS IS ALSO PROHIBITED WHEN A FEDERAL OR STATE AGENCY IMPLEMENTS STAGE ONE FIRE RESTRICTIONS IN ANY PORTION OF YAVAPAI COUNTY IN EFFECT FOR ANY ONE OR MORE OF THE DAYS LISTED IN THIS SUBSECTION.

§ 130.13 POSTING OF SIGNS BY PERSONS ENGAGED IN THE SALE OF PERMISSIBLE CONSUMER FIREWORKS

- (A) PRIOR TO THE SALE OF PERMISSIBLE CONSUMER FIREWORKS, EVERY PERSON ENGAGED IN SUCH SALES SHALL PROMINENTLY DISPLAY SIGNS INDICATING THE FOLLOWING:
- (1) THE USE OF FIREWORKS AND PERMISSIBLE CONSUMER FIREWORKS, EXCEPT NOVELTY ITEMS AS DEFINED IN THIS SUBCHAPTER IS PROHIBITED WITHIN THE LIMITS OF THE TOWN OF DEWEY-HUMBOLDT EXCEPT FROM JUNE 24 THROUGH JULY 6 AND DECEMBER 24 THROUGH JANUARY 3 EACH YEAR.
 - (2) PERMISSIBLE CONSUMER FIREWORKS AUTHORIZED FOR SALE UNDER STATE LAW MAY NOT BE SOLD TO PERSONS UNDER THE AGE OF 16.
- (B) SIGNS REQUIRED UNDER THIS SECTION SHALL BE PLACED AT EACH CASH REGISTER AND IN EACH AREA WHERE FIREWORKS ARE DISPLAYED FOR SALE.
- (C) THE TOWN, IN COLLABORATION WITH THE FIRE CHIEF OR HIS DESIGNEE, SHALL DEVELOP REGULATIONS CONCERNING THE SIZE AND COLOR OF THE REQUIRED SIGNS AND SHALL DEVELOP A MODEL SIGN. THE REQUIRED SIGN REGULATIONS AND MODEL SIGN SHALL BE POSTED ON THE TOWN'S WEBSITE AND FILED WITH THE CLERK'S OFFICE.

§ 130.14 LIABILITY FOR EMERGENCY RESPONSES RELATED TO USE OF FIREWORKS; DEFINITIONS

- (A) A PERSON WHO INAPPROPRIATLY OR NEGLIGENTLY USES, DISCHARGES OR IGNITES PERMISSIBLE CONSUMER FIREWORKS, FIREWORKS OR ANYTHING THAT IS DESIGNED OR INTENDED TO RISE INTO THE AIR AND EXPLODE OR TO DETONATE IN THE AIR OR TO FLY ABOVE THE GROUND, IS LIABLE FOR THE EXPENSES OF ANY EMERGENCY RESPONSE THAT IS REQUIRED BY SUCH USE, DISCHARGE OR IGNITION. THE FACT THAT A PERSON IS CONVICTED OR FOUND RESPONSIBLE FOR A VIOLATION(S) OF THIS ARTICLE IS PRIMA FACIE EVIDENCE OF LIABILITY UNDER THIS SECTION.
- (B) THE EXPENSES OF AN EMERGENCY RESPONSE ARE A CHARGE AGAINST THE PERSON LIABLE FOR THOSE EXPENSES PURSUANT TO SUBPART A OF THIS SECTION. THE CHARGE CONSTITUTES A DEBT OF THAT PERSON AND MAY BE COLLECTED PROPORTIONATELY BY THE PUBLIC AGENCIES, FOR-

PROFIT ENTITIES OR NOT-FOR PROFIT ENTITIES THAT INCURRED THE EXPENSES. THE PERSON'S LIABILITY FOR THE EXPENSE OF AN EMERGENCY RESPONSE SHALL NOT EXCEED \$10,000.00 FOR A SINGLE INCIDENT. THE LIABILITY IMPOSED UNDER THIS SECTION IS IN ADDITION TO AND NOT IN LIMITATION OF ANY OTHER LIABILITY THAT MAY BE IMPOSED.

(C) FOR THE PURPOSES OF THIS SECTION:

- (1) "EXPENSES OF AN EMERGENCY RESPONSE" MEANS REASONABLE COSTS DIRECTLY INCURRED BY PUBLIC AGENCIES, FOR-PROFIT ENTITIES OR NOT-FOR-PROFIT ENTITIES THAT MAKE AN APPROPRIATE EMERGENCY RESPONSE TO AN INCIDENT.
- (2) "REASONABLE COSTS" INCLUDES THE COSTS OF PROVIDING POLICE, FIRE FIGHTING, RESCUE AND EMERGENCY MEDICAL SERVICES AT THE SCENE OF AN INCIDENT AND THE SALARIES OF THE PERSONS WHO RESPOND TO THE INCIDENT.

§ 130.15 EXPLOSIVES

- (A) IT IS UNLAWFUL AND A PUBLIC NUISANCE FOR ANY PERSON WITHIN THE LIMITS OF THE TOWN TO POSSESS, BLAST OR USE POWDER OR OTHER EXPLOSIVE WITHOUT A PERMIT FROM THE TOWN, AS REVIEWED AND APPROVED BY THE FIRE CHIEF.
- (B) FAILURE TO COMPLY WITH ANY MUNICIPAL, COUNTY, STATE AND FEDERAL LAWS, RULES AND REGULATIONS RELATED TO THE POSSESSION, SALE AND USE OF EXPLOSIVES WITHIN THE TOWN SHALL BE DEEMED A VIOLATION OF THIS CODE.

§ 130.16 PENALTIES

- (A) A PERSON FOUND GUILTY OF A VIOLATION OF ANY PROVISION IN SECTIONS 130.11 THROUGH 130.14 SHALL BE SUBJECT TO A CIVIL PENALTY OF ONE THOUSAND DOLLARS.
- (B) A PERSON FOUND GUILTY OF VIOLATING ANY PROVISION OF SECTION 130.15 SHALL BE GUILTY OF A CLASS ONE MISDEMEANOR, AND UPON CONVICTION THEREOF SHALL BE PUNISHABLE BY A FINE OR BY IMPRISONMENT OR BOTH SUCH FINE AND IMPRISONMENT, AS SET FORTH IN SECTION 10.99(B) OF THE DEWEY-HUMBOLDT CODE OF ORDINANCES. EACH DAY THAT A VIOLATION CONTINUES SHALL BE A SEPARATE OFFENSE PUNISHABLE AS HEREIN DESCRIBED.

Section II. Savings Clause

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance as amended is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance.

Section III. Repeal of Conflicting Ordinance

All other code provisions, ordinances, or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date hereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, this ____ day of _____, 2014, by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this ____ day of _____, 2014.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
Town Attorneys
By Susan D. Goodwin

I, JUDY MORGAN, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. _____ ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF DEWEY-

HUMBOLDT, ARIZONA ON THE ____ DAY OF _____, 201_, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 201_.

Judy Morgan, Town Clerk

DRAFT

SENATE BILL 1158

AN ACT

amending sections 36-1601, 36-1605, 36-1606 and 36-1608, Arizona Revised Statutes; relating to fireworks.

(TEXT OF BILL BEGINS ON NEXT PAGE)

Be it enacted by the Legislature of the State of Arizona:

Section 1. Section 36-1601, Arizona Revised Statutes, is amended to read:

36-1601. Definitions

In this article, unless the context otherwise requires:

1. "APA 87-1" means the American pyrotechnics association standard 87-1, standard for construction and approval for transportation of fireworks, novelties and theatrical pyrotechnics, December 1, 2001 version.

1. 2. "Consumer firework" means small firework devices that contain restricted amounts of pyrotechnic composition designed primarily to produce visible or audible effects by combustion and that comply with the construction, chemical composition and labeling regulations prescribed in 49 Code of Federal Regulations part parts 172 and 173, regulations of the United States consumer product safety commission as prescribed in 16 Code of Federal Regulations parts 1500 and 1507 and the American pyrotechnics association standard APA 87-1, standard for construction and approval for transportation of fireworks, novelties and theatrical pyrotechnics, December 1, 2001 version.

2. 3. "Display firework" means large firework devices that are explosive materials intended for use in fireworks displays and designed to produce visible or audible effects by combustion, deflagration or detonation as prescribed by 49 Code of Federal Regulations part 172, regulations of the United States consumer product safety commission as prescribed in 16 Code of Federal Regulations parts 1500 and 1507 and the American pyrotechnics association standard APA 87-1, standard for construction and approval for transportation of fireworks, novelties and theatrical pyrotechnics, December 1, 2001 version.

3. 4. "Fireworks":

(a) Means any combustible or explosive composition, substance or combination of substances, or any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, that is a consumer firework or display firework.

(b) Does not include:

(i) Toy pistols, toy canes, toy guns or other devices in which paper caps containing not more than twenty-five hundredths grains of explosive compound are used if constructed so that the hand cannot come in contact with the cap when in place for the explosion.

(ii) Toy pistol paper caps that contain less than twenty-hundredths grains of explosive mixture, or fixed ammunition or primers therefor.

(iii) Federally deregulated novelty items that are known as snappers, snap caps, party poppers, glow worms, snakes, toy smoke devices and sparklers.

(iv) Permissible consumer fireworks.

4. 5. "Governing body" means the board of supervisors of a county as to the area within the county but without the corporate limits of an incorporated city or town and means the governing body of an incorporated city or town as to the area within its corporate limits.

5. 6. "Permissible consumer fireworks":

(a) Means the following types of consumer fireworks as defined by the American pyrotechnics association standard APA 87-1, standard for construction and approval

for transportation of fireworks, novelties and theatrical pyrotechnics, December 1, 2001 version:

- (i) Ground and handheld sparkling devices.
 - (ii) Cylindrical fountains.
 - (iii) Cone fountains.
 - (iv) Illuminating torches.
 - (v) Wheels.
 - (vi) Ground spinners.
 - (vii) Flitter sparklers.
 - (viii) Toy smoke devices.
 - (ix) Wire sparklers or dipped sticks.
 - (x) Multiple tube fireworks ground and handheld sparkling devices, and pyrotechnic articles cylindrical fountains, cone fountains and illuminating torches manufactured in accordance with section 3.5 of the APA 87-1.
- (b) Does not include anything that is designed or intended to rise into the air and explode or to detonate in the air or to fly above the ground, including, for example, firework items commonly defined by the APA 87-1 and known as firecrackers, bottle rockets, sky rockets, missile-type rockets, helicopters, aerial spinners, torpedoes, roman candles, and jumping jacks mine devices, shell devices and aerial shell kits or reloadable tubes.

6. 7. "Person" includes an individual, partnership, firm or corporation.

Sec. 2. Section 36-1605, Arizona Revised Statutes, is amended to read:

36-1605. Permitted uses; violations; civil penalties

A. This article does not prohibit:

1. The sale at wholesale by a resident wholesaler, dealer or jobber of fireworks that are not prohibited by this article.
2. The sale of fireworks to bona fide wholesalers, dealers or jobbers that are to be and are shipped directly out of the state, if the seller of fireworks under this paragraph maintains for a period of five years and makes available on request to the state fire marshal or local fire marshal, as applicable, the following information:
 - (a) The name and address of each bona fide wholesaler, dealer or jobber for which a shipment is to be and is made directly out of the state, including each wholesaler's, dealer's and jobber's applicable state fireworks permit.
 - (b) An invoice for each sale for which a shipment is to be and is made directly out of the state that contains a detailed listing of the products sold for the shipment that is to be and is made directly out of the state.
 - (c) A bill of lading for each shipment that is to be and is shipped directly out of the state that contains both of the following:
 - (i) The name and address of the out-of-state shipment destination.
 - (ii) The name of the private carrier making the out-of-state delivery.
 - (d) A statement from each bona fide wholesaler, dealer or jobber purchasing fireworks that are to be and are shipped directly out of the state that contains both of the following:
 - (i) The purpose for which the fireworks that are to be and are shipped directly out of the state are to be used, including the location where the fireworks will be used.
 - (ii) That the fireworks that are not permissible fireworks in this state are for sale or use only outside of this state.

3. The use of fireworks by railroads or other transportation agencies for signal purposes or illumination.

4. The sale or use of explosives for blasting or other legitimate industrial purposes.

5. The use of fireworks or explosives, or both, by farmers, ranchers and their employees who are regulated under title 3, and by state and federal employees who manage wildlife resources, to rally, drive or otherwise disperse concentrations of wildlife for the purpose of protecting property or wildlife, if the seller of fireworks for use under this paragraph maintains for a period of five years and makes available on request to the state fire marshal or local fire marshal, as applicable, all of the following information:

(a) The name and address of each person or business purchasing fireworks for use pursuant to this paragraph.

(b) A copy of one of the following types or categories of current licenses issued by the Arizona department of agriculture for each person or business purchasing fireworks for use pursuant to this paragraph:

(i) Dairy and milk license.

(ii) Egg and egg products license.

(iii) Feedlot license.

(iv) Citrus, fruit and vegetable license.

(v) Brand license.

(vi) Pesticide use license.

(c) A statement from each person or business purchasing fireworks for use pursuant to this paragraph that contains the purpose for which the fireworks are to be used, including the location where the fireworks will be used.

6. The sale of permissible consumer fireworks by a retail establishment if the retail establishment complies with the rules adopted pursuant to section 36-1609.

7. The use of permissible consumer fireworks by the general public, unless the use is prohibited by a governing body of an incorporated city or town.

B. A person who fails to maintain or to make available on request records as required by subsection A, paragraph 2 of this section is subject to a civil penalty of five hundred dollars per violation. A person who attempts to purchase fireworks that are to be and are shipped directly out of the state pursuant to subsection A, paragraph 2 of this subsection, other than permissible fireworks, for use in this state is subject to a civil penalty of one hundred fifty dollars per violation. A seller of fireworks who attempts either to sell fireworks pursuant to subsection A, paragraph 2 of this section, other than permissible fireworks, for use in this state or to aid a purchaser in purchasing fireworks pursuant to subsection A, paragraph 2 of this section, other than permissible fireworks, for use in this state is subject to a civil penalty of one thousand dollars per violation and the state fire marshal or local fire marshal, as applicable, may prohibit the seller from selling permissible fireworks in this state or the applicable jurisdiction.

C. A person who fails to maintain or to make available on request records as required by subsection A, paragraph 5 of this section is subject to a civil penalty of five hundred dollars per violation. A person who attempts to use fireworks purchased pursuant to subsection A, paragraph 5 of this section for a use other than the use authorized pursuant to subsection A, paragraph 5 of this section is subject to a civil penalty of one hundred fifty dollars per violation. A seller of fireworks under subsection A, paragraph 5 of this section who attempts either to

sell fireworks to a purchaser for use in this state other than the use authorized by subsection A, paragraph 5 of this section or to aid a purchaser in purchasing fireworks for use in this state other than as authorized by subsection A, paragraph 5 of this section is subject to a civil penalty of one thousand dollars per violation and the state fire marshal or local fire marshal, as applicable, may prohibit the seller from selling permissible fireworks in this state or the applicable jurisdiction.

Sec. 3. Section 36-1606, Arizona Revised Statutes, is amended to read:

36-1606. Consumer fireworks regulation; state preemption; further regulation of fireworks by local jurisdiction

A. The sale and use of permissible consumer fireworks are of statewide concern. The regulation of permissible consumer fireworks pursuant to this article and their use is not subject to further regulation by a governing body, except that an incorporated city or town in a county with a population of less than five hundred thousand persons may regulate the use and sale of permissible consumer fireworks within its corporate limits and a county with a population of less than five hundred thousand persons may regulate the use and sale of permissible consumer fireworks within the unincorporated areas of the county during times when there is a reasonable risk of wildfires in the immediate when a federal or state agency implements stage one fire restrictions in any portion of the county.

B. In a county with a population of more than five hundred thousand persons, an incorporated city or town may regulate the use and sale of permissible consumer fireworks within its corporate limits and the county may regulate the use and sale of permissible consumer fireworks within the unincorporated areas of the county.

C. Except as provided in section 36-1608 and notwithstanding subsection B of this section:

1. The sale of permissible consumer fireworks shall be allowed from May 20 through July 6 and December 10 through January 3 each year.

2. The use of permissible consumer fireworks shall be allowed from June 24 through July 6 and December 24 through January 3 each year.

D. This article does not prohibit the imposition by ordinance of further regulations and prohibitions on the sale, use and possession of fireworks other than permissible consumer fireworks by a governing body. A governing body shall not permit or authorize the sale, use or possession of any fireworks in violation of this article.

Sec. 4. Section 36-1608, Arizona Revised Statutes, is amended to read:

36-1608. Violation; civil penalty; classification

A. A person violating a provision of this article is guilty of a class 3 misdemeanor subject to a civil penalty of one thousand dollars.

B. A person who uses fireworks or permissible consumer fireworks on preservation lands owned by a city or town that has purchased more than fifteen thousand acres of land for preservation purposes is guilty of a class 1 misdemeanor and shall pay a fine of at least one thousand dollars.

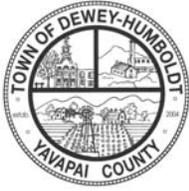
Sec. 5. **Emergency**

This act is an emergency measure that is necessary to preserve the public peace, health or safety and is operative immediately as provided by law.

APPROVED BY THE GOVERNOR APRIL 22, 2014.

FILED IN THE OFFICE OF THE SECRETARY OF STATE APRIL 23, 2014.

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

TOWN COUNCIL STUDY SESSION

JULY 15, 2014, 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 9.1. Accountability contracts with Dewey-Humboldt Historical Society, Agua Fria Festival Committee, and Mayer Area Meals on Wheels.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: July 10, 2014

Recommendation: Clarify expectations for the funds; accept the contracts with modifications (to clearly reflect your expectations).

Summary:

The Council has allocated some funds in the FY 2014-15 budget to support three non-profit organizations – D-H Historical Society, D-H Agua Fria Festival, and the Mayer Area Meals on Wheels.

The contributions are: \$7200 a year (or \$600 a month) to reimburse D-H Historical Society Museum building rent; \$5000 to support the production of Agua Fria Festival and \$2500 to Mayer Area Meals on Wheels.

The Accountability Contracts developed by the town attorneys allow the council to specify the use of the funds and other terms of the Town's financial contribution.

While Council's intent to contribute was clear, Council did not specify detail expectations of each contribution during your budget discussions.

Staff put together the Accountability Contracts for three organizations to the best of our abilities. We expect that Council will modify the stipulations for each contracts (see the highlighted portions).

To note, D-H Historical Society entered into a similar contract with the Town in 2012. D-H H.S. has reviewed the draft 2014 contract and provided the required insurance documents. The Agua Fria Festival Committee contact has made several inquiries regarding disbursement of the fund. Staff is also in contact with Mayer Area Meals on Wheels.

Attachments: Draft accountability contracts with D-H Historical Society, Agua Fria Festival and Mayer Area Meals on Wheels.

ACCOUNTABILITY CONTRACT

This Agreement is entered into the __ day of _____, 2014 by and between the Town of Dewey-Humboldt, Arizona, an Arizona municipal corporation (hereinafter referred to as “Dewey-Humboldt”) and Dewey Humboldt Historical Society (hereinafter referred to as “Contractor”).

It is the finding of the Dewey-Humboldt Town Council that Contractor is offering services that benefit the Dewey-Humboldt community and Dewey-Humboldt should receive public funds in support of its facility, services and operations.

Now, therefore, in consideration of the mutual covenants between the parties, it is agreed as follows:

1. **DURATION OF AGREEMENT:** The duration of the Agreement shall be from July 1, 2014 until June 30, 2015.
2. **SCOPE OF WORK:** Contractor agrees to use funds received from Dewey-Humboldt to provide reimbursement of up to one year’s (12 months) lease payments for the museum building located at 12925 E. Main St., Humboldt, AZ in order to assist the Society in operating a museum (“Services”), meeting the criteria set forth in **Exhibit A** of this Agreement. Contractor also agrees to maintain accurate financial records to enable Dewey-Humboldt to verify that the funds provided under this Agreement are expended in accordance with this Contract. Contractor shall be responsible for compliance with all applicable federal, state and local laws and regulations.
3. **COMPENSATION:** Dewey-Humboldt shall compensate Contractor for the Services in the amount of up to \$7200. Such funds shall only be used for the purposes set forth in **Exhibit A.**
4. **REPORTING:** At the completion of the Services, Contractor shall submit to Dewey-Humboldt an itemized report setting forth how the funds received from Dewey-Humboldt were expended.
5. **INSPECTION:** Within five (5) days of receipt of a written request from Dewey-Humboldt, Contractor agrees to open for inspection and to make available all financial records relating to the Services.
6. **CONTRACT NONCOMPLIANCE:** If Dewey-Humboldt, in its sole discretion, determines Contractor is in breach of this Agreement, Dewey-Humboldt shall give written notice to Contractor of the specific area of noncompliance. Contractor shall comply within 30 calendar days of the date of notice.

7. **TERMINATION FOR CAUSE:** If Contractor does not comply within 30 calendar days from the date of the notice of breach, Dewey-Humboldt may terminate this Agreement. Contractor shall immediately return to Dewey-Humboldt all funds not spent for the services described in **Exhibit A**.
8. **TERMINATION PURSUANT TO A.R.S. § 38-511:** Dewey-Humboldt may terminate this Agreement pursuant to A.R.S. § 38-511.
9. **INDEMNIFICATION:** Contractor agrees to hold harmless and indemnify Dewey-Humboldt from any loss, damage, liability, cost, charge or expense, whether direct or indirect, including reasonable attorney's fees, and whether to any person or property to which Dewey-Humboldt, its agents, employees or said parties may be subject to related to the Services, including, but not limited to, actions for bodily injury, illness, death or property damage.
10. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and not an agent or employee of Dewey-Humboldt. Contractor shall supervise and direct the Services using Contractor's best skill and attention. Contractor shall be solely responsible for all staffing, curriculum, scheduling, supplies, equipment for and transportation of participants to events for Services. Contractor shall be responsible to its employees, volunteers, Dewey-Humboldt employees and other persons performing any services related to the Services as set forth in this Agreement.
11. **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended except through an appropriate writing signed by both parties.
12. **ASSIGNMENT PROHIBITED:** Contractor shall not assign any rights acquired hereby, without first obtaining the written consent of Dewey-Humboldt.
13. **INSURANCE:** Contractor agrees that it will carry the following insurance coverage during the term of this Agreement:

General Liability Insurance: \$1,000,000.00 per occurrence.

Contractor shall submit certificates of insurance acceptable to Dewey-Humboldt and warrants that such coverage(s) shall be maintained in full force and effect until Contractor is released from this Contract. Further, Dewey-Humboldt shall be named as an additional insured with respect to the services to be performed under this Contract.
14. **NO DISCRIMINATION:** Neither Contractor nor its employees or agents will discriminate on the basis of race, religion, handicap, gender or national origin in providing the Services.
15. **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 acknowledge 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.

16. **IMMIGRATION LAW WARRANTY:** As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. 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.
17. **NOTICES:** All notice provided for herein shall be hand delivered, delivered by overnight courier (e.g., Federal Express) or sent by certified or registered mail, return receipt requested, addressed to all parties hereto at the address designated for each party beside its signature or at such other address as the party who is to receive such notice may designate in writing. Notice shall be deemed completed upon: (i) such hand delivery or courier delivery or (ii) three (3) days after the deposit of same in a letter box or other means provided for the posting of mail, addressed to the party and with the proper amount of postage affixed thereto. Except as otherwise herein provided, actual receipt of notice shall not be required to effect notice hereunder.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names,

For Contractor (D-H Historical Society)

For Dewey-Humboldt

(Signature)

Mayor

Title

Attest:

Town Clerk

Approved as to Form:

By: Curtis, Goodwin, Sullivan, Udall
& Schwab, P.L.C., Town Attorneys

EXHIBIT A
SCOPE OF WORK

The Contractor agrees to use the funds received from Dewey-Humboldt only for the following services:

The Town of Dewey-Humboldt wishes to support Contractor's effort to open and operate a museum for history preservation and educational purposes in old town Humboldt (part of the Town of Dewey-Humboldt) by continuing to provide funds to reimburse Contractor's museum building lease up to a year commencing on July 1, 2014 and ending on June 30, 2014. The Town began to reimburse the museum's rent in July 2012. In addition to complying with all federal, state and local laws, regulations, and codes and other provisions of this Agreement, Contractor agrees to:

1. Open and operate the Museum at the current location for which the Town is providing the lease reimbursement funds.
2. The Museum remains open to the general public for at least 6 hours per day and at least three days per week.
3. Admission shall be free to all D-H residents. The Museum may charge an entrance fee to non-Dewey-Humboldt residents at its discretion.

Notes:

1. No disbursement will be paid to Contractor until this Agreement is fully executed and proof of insurance coverage as set forth in Paragraph 13 has been provided to Dewey-Humboldt.
2. In order to obtain disbursement, Contractor shall provide Dewey-Humboldt with a written invoice.
3. Payment is to be disbursed monthly in the amount of \$600 for up to 12 months on or before the 15th upon written request by Contractor and approval by the Town Manager. Payment will be mailed to:

D-H Historical Society
PO Box 85, Humboldt, AZ 86329

ACCOUNTABILITY CONTRACT

This Agreement is entered into the __ day of _____, 2014 by and between the Town of Dewey-Humboldt, Arizona, an Arizona municipal corporation (hereinafter referred to as “Dewey-Humboldt”) and Agua Fria Festival Committee (hereinafter referred to as “Contractor”).

It is the finding of the Dewey-Humboldt Town Council that Contractor is offering services that benefit the Dewey-Humboldt community and Dewey-Humboldt should receive public funds in support of its facility, services and operations.

Now, therefore, in consideration of the mutual covenants between the parties, it is agreed as follows:

1. **DURATION OF AGREEMENT:** The duration of the Agreement shall be from July 1, 2014 until June 30, 2015.
2. **SCOPE OF WORK:** Contractor agrees to use funds received from Dewey-Humboldt to provide the annual Agua Fria Festival in fall of 2014 (“Services”), meeting the criteria set forth in **Exhibit A** of this Agreement. Contractor also agrees to maintain accurate financial records to enable Dewey-Humboldt to verify that the funds provided under this Agreement are expended in accordance with this Contract. Contractor shall be responsible for compliance with all applicable federal, state and local laws and regulations.
3. **COMPENSATION:** Dewey-Humboldt shall compensate Contractor for the Services in the amount of \$5000. Such funds shall only be used for the purposes set forth in **Exhibit A.**
4. **REPORTING:** At the completion of the Services, Contractor shall submit to Dewey-Humboldt an itemized report setting forth how the funds received from Dewey-Humboldt were expended.
5. **INSPECTION:** Within five (5) days of receipt of a written request from Dewey-Humboldt, Contractor agrees to open for inspection and to make available all financial records relating to the Services.
6. **CONTRACT NONCOMPLIANCE:** If Dewey-Humboldt, in its sole discretion, determines Contractor is in breach of this Agreement, Dewey-Humboldt shall give written notice to Contractor of the specific area of noncompliance. Contractor shall comply within 30 calendar days of the date of notice.
7. **TERMINATION FOR CAUSE:** If Contractor does not comply within 30 calendar days from the date of the notice of breach, Dewey-Humboldt may terminate this Agreement.

Contractor shall immediately return to Dewey-Humboldt all funds not spent for the services described in **Exhibit A**.

8. **TERMINATION PURSUANT TO A.R.S. § 38-511:** Dewey-Humboldt may terminate this Agreement pursuant to A.R.S. § 38-511.
9. **INDEMNIFICATION:** Contractor agrees to hold harmless and indemnify Dewey-Humboldt from any loss, damage, liability, cost, charge or expense, whether direct or indirect, including reasonable attorney's fees, and whether to any person or property to which Dewey-Humboldt, its agents, employees or said parties may be subject to related to the Services, including, but not limited to, actions for bodily injury, illness, death or property damage.
10. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and not an agent or employee of Dewey-Humboldt. Contractor shall supervise and direct the Services using Contractor's best skill and attention. Contractor shall be solely responsible for all staffing, curriculum, scheduling, supplies, equipment for and transportation of participants to events for Services. Contractor shall be responsible to its employees, volunteers, Dewey-Humboldt employees and other persons performing any services related to the Services as set forth in this Agreement.
11. **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended except through an appropriate writing signed by both parties.
12. **ASSIGNMENT PROHIBITED:** Contractor shall not assign any rights acquired hereby, without first obtaining the written consent of Dewey-Humboldt.
13. **INSURANCE:** Contractor agrees that it will carry the following insurance coverage during the term of this Agreement:

General Liability Insurance: \$1,000,000.00 per occurrence.

Contractor shall submit certificates of insurance acceptable to Dewey-Humboldt and warrants that such coverage(s) shall be maintained in full force and effect until Contractor is released from this Contract. Further, Dewey-Humboldt shall be named as an additional insured with respect to the services to be performed under this Contract.
14. **NO DISCRIMINATION:** Neither Contractor nor its employees or agents will discriminate on the basis of race, religion, handicap, gender or national origin in providing the Services.
15. **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 acknowledge 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.

16. IMMIGRATION LAW WARRANTY: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. 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.
17. NOTICES: All notice provided for herein shall be hand delivered, delivered by overnight courier (e.g., Federal Express) or sent by certified or registered mail, return receipt requested, addressed to all parties hereto at the address designated for each party beside its signature or at such other address as the party who is to receive such notice may designate in writing. Notice shall be deemed completed upon: (i) such hand delivery or courier delivery or (ii) three (3) days after the deposit of same in a letter box or other means provided for the posting of mail, addressed to the party and with the proper amount of postage affixed thereto. Except as otherwise herein provided, actual receipt of notice shall not be required to effect notice hereunder.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names,

For Contractor (D-H Historical Society)

For Dewey-Humboldt

(Signature)

Mayor

Title

Attest:

Town Clerk

Approved as to Form:

By: Curtis, Goodwin, Sullivan, Udall
& Schwab, P.L.C., Town Attorneys

EXHIBIT A
SCOPE OF WORK

The Contractor agrees to use the funds received from Dewey-Humboldt only for the following services:

The Town of Dewey-Humboldt wishes to support Contractor's effort to produce the annual Aqua Fria Festival which has been considered as a recognized event for the D-H community. The Festival will be free of charge to D-H residents.

Notes:

1. No disbursement will be paid to Contractor until this Agreement is fully executed and proof of insurance coverage as set forth in Paragraph 13 has been provided to Dewey-Humboldt.
2. In order to obtain disbursement, Contractor shall provide Dewey-Humboldt with a written invoice. (How soon before the festival?)

ACCOUNTABILITY CONTRACT

This Agreement is entered into the __ day of _____, 2014 by and between the Town of Dewey-Humboldt, Arizona, an Arizona municipal corporation (hereinafter referred to as “Dewey-Humboldt”) and Agua Fria Festival Committee (hereinafter referred to as “Contractor”).

It is the finding of the Dewey-Humboldt Town Council that Contractor is offering services that benefit the Dewey-Humboldt community and Dewey-Humboldt should receive public funds in support of its facility, services and operations.

Now, therefore, in consideration of the mutual covenants between the parties, it is agreed as follows:

1. **DURATION OF AGREEMENT:** The duration of the Agreement shall be from **July 1, 2014 until June 30, 2015.**
2. **SCOPE OF WORK:** Contractor agrees to use funds received from Dewey-Humboldt to provide **Mayer Meals on Wheels** (“Services”), meeting the criteria set forth in **Exhibit A** of this Agreement. Contractor also agrees to maintain accurate financial records to enable Dewey-Humboldt to verify that the funds provided under this Agreement are expended in accordance with this Contract. Contractor shall be responsible for compliance with all applicable federal, state and local laws and regulations.
3. **COMPENSATION:** Dewey-Humboldt shall compensate Contractor for the Services in the amount of **\$2500.** Such funds shall only be used for the purposes set forth in **Exhibit A.**
4. **REPORTING:** At the completion of the Services, Contractor shall submit to Dewey-Humboldt an itemized report setting forth how the funds received from Dewey-Humboldt were expended.
5. **INSPECTION:** Within five (5) days of receipt of a written request from Dewey-Humboldt, Contractor agrees to open for inspection and to make available all financial records relating to the Services.
6. **CONTRACT NONCOMPLIANCE:** If Dewey-Humboldt, in its sole discretion, determines Contractor is in breach of this Agreement, Dewey-Humboldt shall give written notice to Contractor of the specific area of noncompliance. Contractor shall comply within 30 calendar days of the date of notice.
7. **TERMINATION FOR CAUSE:** If Contractor does not comply within 30 calendar days from the date of the notice of breach, Dewey-Humboldt may terminate this Agreement. Contractor shall immediately return to Dewey-Humboldt all funds not spent for the services described in **Exhibit A.**

8. **TERMINATION PURSUANT TO A.R.S. § 38-511:** Dewey-Humboldt may terminate this Agreement pursuant to A.R.S. § 38-511.
9. **INDEMNIFICATION:** Contractor agrees to hold harmless and indemnify Dewey-Humboldt from any loss, damage, liability, cost, charge or expense, whether direct or indirect, including reasonable attorney's fees, and whether to any person or property to which Dewey-Humboldt, its agents, employees or said parties may be subject to related to the Services, including, but not limited to, actions for bodily injury, illness, death or property damage.
10. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and not an agent or employee of Dewey-Humboldt. Contractor shall supervise and direct the Services using Contractor's best skill and attention. Contractor shall be solely responsible for all staffing, curriculum, scheduling, supplies, equipment for and transportation of participants to events for Services. Contractor shall be responsible to its employees, volunteers, Dewey-Humboldt employees and other persons performing any services related to the Services as set forth in this Agreement.
11. **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended except through an appropriate writing signed by both parties.
12. **ASSIGNMENT PROHIBITED:** Contractor shall not assign any rights acquired hereby, without first obtaining the written consent of Dewey-Humboldt.
13. **INSURANCE:** Contractor agrees that it will carry the following insurance coverage during the term of this Agreement:

General Liability Insurance: \$1,000,000.00 per occurrence.

Contractor shall submit certificates of insurance acceptable to Dewey-Humboldt and warrants that such coverage(s) shall be maintained in full force and effect until Contractor is released from this Contract. Further, Dewey-Humboldt shall be named as an additional insured with respect to the services to be performed under this Contract.
14. **NO DISCRIMINATION:** Neither Contractor nor its employees or agents will discriminate on the basis of race, religion, handicap, gender or national origin in providing the Services.
15. **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 acknowledge 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.

16. **IMMIGRATION LAW WARRANTY:** As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. 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.
17. **NOTICES:** All notice provided for herein shall be hand delivered, delivered by overnight courier (e.g., Federal Express) or sent by certified or registered mail, return receipt requested, addressed to all parties hereto at the address designated for each party beside its signature or at such other address as the party who is to receive such notice may designate in writing. Notice shall be deemed completed upon: (i) such hand delivery or courier delivery or (ii) three (3) days after the deposit of same in a letter box or other means provided for the posting of mail, addressed to the party and with the proper amount of postage affixed thereto. Except as otherwise herein provided, actual receipt of notice shall not be required to effect notice hereunder.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names,

For Contractor (D-H Historical Society)

For Dewey-Humboldt

(Signature)

Mayor

Title

Attest:

Town Clerk

Approved as to Form:

By: Curtis, Goodwin, Sullivan, Udall
& Schwab, P.L.C., Town Attorneys

EXHIBIT A
SCOPE OF WORK

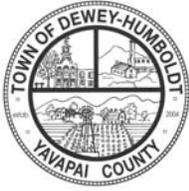
The Contractor agrees to use the funds received from Dewey-Humboldt only for the following services:

Town's contribution can only be used to benefit the town of Dewey-Humboldt residents. The contribution can be used to pay for the cost of the food and its delivery. The Contractor shall be in compliance of the requirements established in the current agreement between the contractor and Northern Arizona Council of Governments.

Notes:

1. No disbursement will be paid to Contractor until this Agreement is fully executed and proof of insurance coverage as set forth in Paragraph 13 has been provided to Dewey-Humboldt.
2. In order to obtain disbursement, Contractor shall provide Dewey-Humboldt with a copy of the current contract between the Contractor and Northern Arizona Council of Governments.
3. Funds will be disbursed upon receiving information set forth in Notes 1 and 2 and an invoice by the contractor to request the fund in the amount of \$2500.

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

TOWN COUNCIL REGULAR MEETING

JULY 15, 2014, 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 9.2. Manufactured Housing Intergovernmental Agreement.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: July 10, 2014

Recommendation: Adopt the Manufactured Housing IGA.

Summary:

Enclosed is an Inter-Governmental Agreement with Arizona Department of Fire, Building and Safety Office of Manufactured Housing.

The IGA provides local jurisdictions authority to inspect manufactured home installations. The State recommends local jurisdictions enter into the IGA to conduct Manufactured Home (MH) related Building Safety activities/services. By having the IGA in place, the Town has more control over manufactures homes installed in our Town that would otherwise be under the jurisdiction of the State.

The Town had this IGA prior to 2009 when the Building Safety Services were originally provided in-house. From 2009 to June 2014 when the Building services were conducted by Yavapai County, the County was performing the MH inspection under the IGA the County has with the State. Now that the Town resumes the Building Safety Services in-house, it would make sense for the Town to enter into the MH IGA independently with the State agency.

The Town Attorney has reviewed the IGA and saw no legal concerns.

AGREEMENT

BETWEEN

**ARIZONA DEPARTMENT OF FIRE, BUILDING AND LIFE SAFETY
OFFICE OF MANUFACTURED HOUSING**

AND

TOWN OF DEWEY HUMBOLDT

TO ENFORCE INSTALLATION STANDARDS

This **AGREEMENT** (“Agreement”) is entered into this _____ day of _____, _____, by and between the **ARIZONA DEPARTMENT OF FIRE, BUILDING AND LIFE SAFETY, OFFICE OF MANUFACTURED HOUSING** (“OMH”) and the Town of Dewey Humboldt (“Agency”).

WHEREAS, pursuant to A.R.S. § 41-2151 the purpose of OMH is to maintain standards of quality and safety for manufactured homes, factory-built buildings, mobile homes, and the installation of the same.

WHEREAS, A.R.S. § 41-2153(B) (5) directs the Deputy Director of OMH to enter into agreements with local enforcement agencies to enforce the installation standards in their respective jurisdictions consistent with the installation standards of OMH; and

WHEREAS, it is the desire of both parties to eliminate unnecessary duplication of inspections regarding installation standards within the Agency’s jurisdiction;

NOW, THEREFORE, in consideration of the premises and mutual promises and undertakings herein contained, and for other good and valuable consideration, the parties agree as follows:

1. **Monitoring and Enforcement.** For the duration of this Agreement, the Agency will monitor and enforce the installation standards set forth in A.R.S. § 41-2195 and A.A.C. R4-34-102 as they apply to installation standards and accessory structures.
2. **Term.** The term of this Agreement shall be for five (5) years from the date of this Agreement.
3. **Standards of Performance.** In exercising the authority delegated hereunder the Agency shall perform to the same standards of performance that the law imposes upon OMH in exercising the authority described in section 1 hereof. In addition, the Agency shall not approve any installation unless the installer affixes a State Insignia of Approval as required by A.A.C. R4-34-802.A and pays to the Agency the fee established by OMH pursuant to the authority by A.A.C. R4-34-501 and as permitted by A.A.C. R4-34-506.
4. **Monthly Reporting.** The Agency in this Agreement shall submit a Monthly IGA Report to OMH. A copy of each closed mobile home/HUD manufactured home or FBB permit shall be

submitted with the monthly report. The monthly report with copies of permits shall be submitted by mail, fax, or email, on or before the 15th of the following month. OMH will provide the monthly report format which will require the following be collected and documented:

- a. ARZ HUD label number(s) or FBB manufacturers insignia number
- b. Unit serial number
- c. Installation insignia or FBB plan approval number
- d. Address of installation
- e. Date of approved final installation inspection

5. Fees Charged by the Agency. Permit fees charged by the Agency shall be the same as the Fee Schedule created by OMH pursuant to its authority under A.R.S. § 41-2144 (4) and A.A.C. R4-34-501 and no more than permitted by R4-34-801(E). All fees collected by the Agency shall be kept by the Agency as compensation for the services performed by the Agency under this agreement. The Agency shall not be entitled to any other compensation for services rendered by it under this Agreement.

6. Termination. Either party may terminate this Agreement at any time without cause by giving the other party thirty (30) days written notice prior to the date of termination. Additionally, OMH may terminate this Agreement immediately and without notice, if OMH determines that the installation standards required in the Agreement are not being maintained, or that local fees are not consistent with the inspection fees established by the Board of Manufactured Housing.

7. Qualifications of Personnel. The personnel that perform the functions delegated to the Agency in paragraph 1 hereof shall each have no less than one year of experience as a building code inspector or manufactured housing installation inspector.

8. Inspector Training. All Agency Inspectors performing under this Agreement shall participate in required initial and/or periodic training as set and coordinated by the State.

9. Duties of OMH. Should OMH require inspections of any portion of the installation of mobile, manufactured homes, accessory structures or factory built buildings not required by the Rules referred to herein and not covered under this Agreement, OMH shall be responsible for the inspections and enforcement thereof.

10. Notices. All notices shall be mailed or delivered to the party to receive such notice to the following address.

- a. If intended for OMH to:

Department of Fire, Building and Life Safety
Office of Manufactured Housing
1110 West Washington, Suite #100
Phoenix, AZ 85007-2935

Attn: Debra Blake
Title: Deputy Director
Phone: (602) 364-1022

b. If intended for Agency, to:

Town of Dewey Humboldt
P.O. Box 69; 2735 South Highway 69, Suite 12
Humboldt, AZ 86329
Attn: Terry Ford
Title: Building Official
Phone: (928) 632-7362

11. Interpretation and Amendments. This Agreement contains the entire agreement between the parties hereto. This Agreement shall not be amended or modified in any manner, except by an instrument in writing signed by the parties hereto.

12. Headings. Headings are for convenience only and are not to be construed as part of this Agreement.

13. Invalidity of a Term. The parties agree that in the event any term, covenant or conditions herein contained should be held to be invalid or void, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition of this Agreement.

14. Dispute. In the event of any dispute between the parties under this Agreement, the parties agree that they shall submit the dispute to arbitration pursuant to A.R.S. §§ 12-133(D) and 12-1518.

15. Inspection and Audit. Pursuant to A.R.S. §§ 35-214 and 35-215, all books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement. Such records shall be produced at the Auditor General's Office or such other office as the parties hereto may mutually agree within a reasonable time after request.

16. Conflict of Interest. The parties acknowledge that this Agreement is subject to cancellation by the Governor of Arizona pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

17. Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order No. 2009-09.

18. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. The exclusive venue for any litigation, arbitration, administrative hearing or the like concerning this Agreement or any matter arising therefrom shall be in Maricopa County, State of Arizona.

19. Unavailability of Funding. Every payment or financial obligation of the parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by any party at the end of the period for which funds are available. No liability shall accrue to any party in the event this provision is exercised, and neither the OMH or Agency shall be obligated or liable for any future payments nor for any damages as a result of termination under this paragraph.

20. E-verify. To the extent applicable under A.R.S. § 41-4401, each party and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each party has the right to inspect the papers of the other party or its subcontractors participating in this Agreement and may result in the termination of the Agreement by a non-breaching party under terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement and have executed this Agreement the day, month and year first written above.

OFFICE OF MANUFACTURED HOUSING

TOWN OF DEWEY HUMBOLDT:

Name: _____
Debra Blake, Deputy Director
Department of Fire, Building and Life Safety
Office of Manufactured Housing

Name: _____
Terry Nolan, Mayor

ATTEST: _____
Judy Morgan Town Clerk

APPROVED this _____ day of _____, ____.

This Intergovernmental Agreement has been reviewed by the undersigned attorney for the Agency who has determined that it is in appropriate form and within the powers and authority granted by law to the Agency designed herein.

BY: _____
Susan Goodwin, Town Attorney

This Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this ___ day of _____, ____.

BY: _____
Mary D. Williams,
Assistant Attorney General

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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: 7.15.14

Date of Request: 7.8.14

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):

SEEKING APPROVAL TO CONTACT TOWN ATTORNEY W/ TOWN MANAGERS
TO OBTAIN LEGAL OPINION ON ETHICS VIOLATION INVESTIGATIONS

Purpose and Background Information (Detail of requested action). & HEARINGS DURING ELECTION SEASON

TO CLARIFY VIOLATIONS W/ CODE OF ETHICS RELATIVE TO THIS ISSUE

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: CODE OF ETHICS

Type of Presentation: Verbal

Special Equipment needed: Laptop Remote Microphone

Overhead Projector Other: _____

Contact Person: ARLENE ALLEN

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.

ORDINANCE 13-103 - CODE OF ETHICS AND CONDUCT FOR THE TOWN COUNCIL AND TOWN BOARDS, COMMISSIONS AND COMMITTEES

(A) PREAMBLE

(1) THE RESIDENTS AND BUSINESSES OF DEWEY-HUMBOLDT ARE ENTITLED TO HAVE A FAIR, ETHICAL AND ACCOUNTABLE LOCAL GOVERNMENT AND TO DEMAND THE HIGHEST STANDARD OF ETHICS FROM ALL ITS OFFICIALS. ALL MEMBERS OF TOWN BOARDS, COMMISSIONS, COMMITTEES AND THE TOWN COUNCIL SHALL MAINTAIN THE UTMOST STANDARDS OF PERSONAL INTEGRITY, TRUTHFULNESS, HONESTY AND FAIRNESS IN CARRYING OUT THEIR PUBLIC DUTIES, AVOID ANY IMPROPRIETIES IN THEIR ROLES AS PUBLIC SERVANTS, COMPLY WITH ALL APPLICABLE LAWS, WHETHER LOCAL, STATE OR FEDERAL, AND NEVER USE THEIR POSITION OR POWERS IMPROPERLY OR FOR PERSONAL GAIN.

(2) ETHICS IS DEFINED HERE AS THE RULES OR STANDARDS GOVERNING THOSE PERSONS FUNCTIONING AS REPRESENTATIVES OF THE TOWN DEWEY-HUMBOLDT. THESE RULES AND STANDARDS ARE BASED UPON A SET OF VALUES JUDGED TO BE MORAL TO THE EXTENT THAT THEY ENHANCE SOCIETY AND AN INDIVIDUAL'S RELATIONSHIP TO OTHERS. HONESTY AND INTEGRITY SHALL BE THE PRIMARY VALUES IN ALL ISSUES WHETHER IT BE IN THEIR DUTIES FOR THE TOWN OF DEWEY-HUMBOLDT OR IN ANY REGARD TO THEIR CONSTITUENTS.

(3) THE PURPOSE OF THIS CODE IS TO ESTABLISH ETHICAL STANDARDS OF CONDUCT FOR PUBLIC OFFICIALS ACTING IN THEIR OFFICIAL PUBLIC CAPACITY.

(B) DEFINITIONS

"CENSURE" MEANS:

1. AN EXPRESSION OF STRONG DISAPPROVAL OR HARSH CRITICISM.
2. AN OFFICIAL REBUKE, AS BY A LEGISLATURE OF ONE OF ITS MEMBERS.
3. TO CRITICIZE SEVERELY; BLAME.
4. TO EXPRESS OFFICIAL DISAPPROVAL OF
5. A FORMAL, PUBLIC REPRIMAND FOR AN INFRACTION OR VIOLATION.

"PUBLIC OFFICIAL" MEANS THE MAYOR, TOWN COUNCIL MEMBERS, AND ANY TOWN BOARD, COMMISSION OR COMMITTEE MEMBER.

"SANCTION" MEANS:

1. THE PENALTY FOR NONCOMPLIANCE SPECIFIED IN A LAW OR DECREE.
2. A PENALTY, SPECIFIED OR IN THE FORM OF MORAL PRESSURE, THAT ACTS TO ENSURE COMPLIANCE OR CONFORMITY.
3. TO PENALIZE, ESPECIALLY FOR VIOLATING A MORAL PRINCIPLE OR INTERNATIONAL LAW.
4. TO IMPOSE A SANCTION ON; PENALIZE, ESP. BY WAY OF DISCIPLINE
5. TO PUNISH SO AS TO DETER

(C) RESPONSIBILITIES OF PUBLIC OFFICE

(1) BY OATH OF OFFICE EACH PUBLIC OFFICIAL IS RESPONSIBLE TO UPHOLD THE CONSTITUTION OF THE UNITED STATES, THE CONSTITUTION OF THE STATE OF ARIZONA, AND THE ORDINANCES AND REGULATIONS OF THE TOWN OF DEWEY-HUMBOLDT. PUBLIC OFFICIALS ARE OFTEN ASKED TO MAKE DECISIONS THAT AFFECT VARIOUS GROUPS AND INDIVIDUALS ADVERSELY. BALANCING DIVERSE CONSTITUENT INTERESTS IS A DIFFICULT TASK AND THEREFORE THE PUBLIC OFFICIAL SHALL PERFORM HIS OR HER OBLIGATIONS IN A MANNER THAT IS IMPARTIAL AND RESPONSIBLE TO ALL PEOPLE AND SHALL ADHERE TO ETHICAL STANDARDS THAT ELIMINATE DISAPPOINTMENT BORNE OF DISHONESTY, CONFLICTS OF INTEREST, UNFAIRNESS OR ILLEGALITY.

(2) THE PUBLIC OFFICIAL SHALL NOT USE HIS POSITION FOR PERSONAL OR MONETARY GAIN, WHETHER DIRECTLY OR INDIRECTLY OR ANY OTHER MANNER IN WHICH THE POSSIBILITY OF GAIN MIGHT BE PERCEIVED BY THE PUBLIC OR ANOTHER MEMBER OF THE PUBLIC BODY AND AS DESCRIBED HERE WITHIN IN SECTION II.

(3) THE PUBLIC OFFICIAL SHALL NOT DISCLOSE CONFIDENTIAL INFORMATION CONCERNING THE PROPERTY, GOVERNMENT, OR AFFAIRS OF THE TOWN OF DEWEY-HUMBOLDT WITHOUT PROPER LEGAL AUTHORIZATION. ARIZONA LAW PROVIDES THAT DURING A PERSON'S EMPLOYMENT OR SERVICE TO THE TOWN AND FOR TWO YEARS THEREAFTER, NO PUBLIC OFFICIAL MAY DISCLOSE OR USE CONFIDENTIAL INFORMATION WITHOUT APPROPRIATE AUTHORIZATION AS SET FORTH IN A.R.S. SECTION 38-504(B).

(4) PUBLIC OFFICIALS HAVE AN OBLIGATION TO BE ACCESSIBLE, OPEN AND DIRECT, NOT ONLY WITH THE OTHER MEMBERS OF THE COUNCIL AND/OR BOARDS, COMMISSIONS OR COMMITTEES BUT ALSO TO THE

CITIZENS AND BUSINESS REPRESENTATIVES THAT APPEAR BEFORE THEM, BOTH IN THE PUBLIC FORUM AND IN PRIVATE. THE PUBLIC IS ENTITLED TO COMMUNICATE WITH THEIR PUBLIC SERVANTS AND UNDERSTAND THE POSITION OF THE COUNCIL AND BOARDS, COMMISSIONS AND COMMITTEES ON PUBLIC ISSUES.

(5) PUBLIC OFFICIALS HAVE AN OBLIGATION TO ATTEND MEETINGS AND BE PREPARED. IT IS EXPECTED THAT PUBLIC OFFICIALS WILL REVIEW THE MATERIALS, PARTICIPATE IN DISCUSSIONS AND MAKE INFORMED DECISION OF THE MERITS OF THE ISSUE AS OPPOSED TO ACTING OUT OF EMOTIONAL BIAS.

(D) CONFLICT OF INTEREST

(1) PUBLIC OFFICIALS MUST BE CONSTANTLY ON GUARD AGAINST CONFLICTS OF INTEREST AND SHALL NOT BE INVOLVED IN ANY ACTIVITY WHICH CONFLICTS WITH THEIR RESPONSIBILITIES TO THE TOWN OF DEWEYHUMBOLDT AND ITS RESIDENTS. THE PEOPLE OF THIS TOWN HAVE A RIGHT TO EXPECT INDEPENDENCE AND FAIRNESS TOWARDS ALL GROUPS WITHOUT FAVORING INDIVIDUALS OR PERSONAL INTEREST.

(2) ARIZONA CONFLICT-OF-INTEREST LAWS APPLY TO PUBLIC OFFICIALS. AND AS SUCH, THIS CODE SHALL REINFORCE ANY EXISTING AFFIRMATION REGARDING CONFLICT OF INTEREST CONTAINED IN THE PUBLIC OFFICIAL'S OATH OF OFFICE. WHEN ACTING IN A PUBLIC CAPACITY, THE PUBLIC OFFICIAL SHALL ABSTAIN FROM PARTICIPATING IN DISCUSSION AND VOTE ON ANY PENDING MATTER THAT WOULD RESULT IN HIS FINANCIAL OR PRIVATE GAIN.

(3) PUBLIC OFFICIALS SHALL NOT DIRECTLY OR INDIRECTLY SOLICIT, ACCEPT OR RECEIVE ANY GIFT--WHETHER IT BE MONEY, SERVICES, LOAN, TRAVEL, ENTERTAINMENT, HOSPITALITY, PROMISE, OR ANY OTHER FORM THAT COULD BE REASONABLY INFERRED TO INFLUENCE THE PERFORMANCE OF HIS OFFICIAL DUTIES AND ACTIONS OR SERVE AS A REWARD FOR ANY OFFICIAL ACTION. IN ADDITION AND EXTENDED UNDER THIS ISSUE, UNDER NO CIRCUMSTANCES SHALL A PUBLIC OFFICIAL ACCEPT A GIFT OR FAVOR THAT IS A BRIBE, OR REFLECTS, TO A REASONABLE PERSON, AN EFFORT TO IMPROPERLY INFLUENCE THE PUBLIC OFFICIAL CONTRARY TO THAT PUBLIC OFFICIAL'S RESPONSIBILITY TO THE PUBLIC IN TOTAL OR TO ACT IMPARTIALLY AND ON THE MERITS OF THE MATTER. PUBLIC OFFICIALS MUST NOT BE INVOLVED IN DISCUSSING ISSUES THAT APPEAR TO BE SELF-DEALING. THAT IS, PUBLIC OFFICIALS MUST NOT BE INVOLVED IN DISCUSSING OR DECIDING ON ANY ISSUE OVER WHICH THEY HAVE JURISDICTION AS A COUNCIL OR BOARD, COMMITTEE OR COMMISSION MEMBER, WHICH MAY IMPACT THE PUBLIC OFFICIAL OR MEMBERS OF HIS FAMILY OR THE PUBLIC OFFICIAL'S BUSINESS, FINANCIALLY OR IN ANY WAY THAT MAY BE PERCEIVED BY ANY REASONABLE MEMBER OF THE COMMUNITY AS ADVANTAGEOUS TO THAT PUBLIC OFFICIAL.

IT SHOULD ALSO BE NOTED THAT COUNCILMEMBER'S MUST COMPLY ANNUALLY WITH THE FINANCIAL DISCLOSURE ACT, AS REQUIRED IN A.R.S. 38-541-545. ARIZONA LAW ALSO PROHIBITS PUBLIC OFFICIALS FROM RECEIVING ANYTHING OF VALUE OR ANY COMPENSATION OTHER THAN THEIR NORMAL SALARY OR STIPEND FOR ANY SERVICE RENDERED IN CONNECTION WITH THAT PUBLIC OFFICIAL'S DUTIES WITH THE TOWN OF DEWEY-HUMBOLDT.

(E) CONDUCT IN PUBLIC OFFICE

(1) THE PUBLIC OFFICIAL SHALL NOT DISCUSS OR DIVULGE CONFIDENTIAL INFORMATION ACQUIRED BY HIM IN THE COURSE OF HIS OFFICIAL DUTIES NOR SHALL HE USE THIS INFORMATION FOR HIS OWN PERSONAL INTEREST OR AGGRANDIZEMENT AND AS A MINIMUM, UTILIZE A.R.S. 38-504 AS, BUT NOT LIMITED TO, A GUIDELINE.

(2) THE PUBLIC OFFICIAL SHALL RESPECT THE RIGHTS, PRIVILEGES AND OPINIONS OF HIS FELLOW OFFICIALS.

(3) PROPRIETY DICTATES THAT THE PUBLIC OFFICIAL BE SENSITIVE TO THE POSSIBLE CONFIDENTIAL OR PERSONAL NATURE OF DIRECTIVES ADDRESSED TO OTHER INDIVIDUALS.

(4) IN ANY DEALINGS WITH TOWN OF DEWEY-HUMBOLDT EMPLOYEES, THE PUBLIC OFFICIAL SHALL MAINTAIN PROFESSIONAL CONDUCT WITH RESPECT TO THE EMPLOYEE'S WORK ASSIGNMENTS AND OBLIGATIONS. THE OFFICE OF THE PUBLIC OFFICIAL SHALL IN NO SITUATION BE USED TO WRONGFULLY OBTAIN INFORMATION EITHER BY INTIMIDATION OR BY DELIBERATELY VIOLATING THE PRIVACY OF AN EMPLOYEE'S WORK STATION.

(5) PUBLIC DECISION-MAKING MUST BE FAIR AND IMPARTIAL AND SHALL BE NON-DISCRIMINATORY ON THE BASIS OF PROTECTED CLASSES, SUCH AS RACIAL AND RELIGIOUS GROUPS, OUTLINED IN FEDERAL, STATE AND TOWN LAWS AND ORDINANCES. PUBLIC OFFICIALS SHALL CONDUCT BUSINESS AND OPERATE IN A MANNER THAT IS FREE FROM ILLEGAL DISCRIMINATION ON THE BASIS OF AGE, SEX, COLOR, RACE, DISABILITY,

NATIONAL ORIGIN, OR RELIGIOUS PERSUASION.

(5) PUBLIC OFFICIALS SHALL NOT USE THEIR POLITICAL OR APPOINTED OFFICE TO ADVANCE PRIVATE INTERESTS AND ENGAGE IN POLITICAL CAMPAIGNING AT TOWN MEETINGS OR WITHIN TOWN BUILDINGS.

(6) NO RELATIVE OF A SITTING COUNCIL MEMBER, MEMBER OF A TOWN BOARD, COMMITTEE OR COMMISSION MAY BE EMPLOYED BY THE TOWN.

(7) DISCUSSION OF ISSUES WHICH MAY APPEAR IN THE FUTURE BEFORE THE COUNCIL OR A BOARD, COMMITTEE OR COMMISSION SHALL BE PROHIBITED WHEN A SITUATION ARISES WHERE A QUORUM OF THE COUNCIL OR A BOARD, COMMITTEE OR COMMISSION EXISTS. NUMEROUS ARIZONA LAWS REQUIRE THAT MEETINGS OF PUBLIC BODIES BE OPEN TO THE PUBLIC AND THAT PUBLIC RECORDS BE AVAILABLE FOR INSPECTION.

(F) COMPLIANCE AND ENFORCEMENT WITH THE DEWEY-HUMBOLDT CODE OF ETHICS

(1) PUBLIC OFFICIALS TAKE AN OATH WHEN THEY ASSUME THEIR DUTIES TO UPHOLD THE LAWS OF THE UNITED STATES OF AMERICA, THE STATE OF ARIZONA, AND THE TOWN OF DEWEY-HUMBOLDT. THEREFORE, IT IS THE INTENT OF THE TOWN COUNCIL TO EDUCATE AND WHERE NECESSARY, TO DISCIPLINE PUBLIC OFFICIALS WHO VIOLATE THIS CODE.

(2) THE PROCESS FOR ENFORCEMENT FOLLOWS:

(A) IF A RESIDENT (COMPLAINANT) THINKS THAT A VIOLATION OF THIS CODE HAS OCCURRED THEY SHALL COMPLETE A COMPLAINT FORM. THE FORM WILL BE AVAILABLE ON-LINE OR AT TOWN HALL. THE FORM WILL INCLUDE THE DATE OF FILING THE COMPLAINT, THE DATE OF THE VIOLATION, THE FACTS SUPPORTING THE COMPLAINT, WHAT PART OF THE CODE THAT WAS VIOLATED, AND THE NAME OF THE PERSON THAT VIOLATED THE CODE. THE COMPLAINANT WILL SUPPLY CONTACT INFORMATION SO HE CAN BE TOLD OF THE OUTCOME OF THEIR COMPLAINT.

(B) THE COMPLAINT THEN GOES TO THE ETHICS COMMITTEE. THIS COMMITTEE WILL BE MADE UP OF THE MAYOR, VICE-MAYOR AND A ROTATING COUNCIL MEMBER. THE ROTATING MEMBER WILL BE SELECTED IN THE SAME MANNER AS THE VICE-MAYOR IS SELECTED ON A YEARLY BASIS. THE COMMITTEE WILL DETERMINE WHETHER A VIOLATION HAS OCCURRED. THE ETHICS COMMITTEE MAY REQUEST ADDITIONAL INFORMATION FROM STAFF, THE RESPONDENT (OBJECT OF THE COMPLAINT), THE COMPLAINANT AND TOWN ATTORNEY.

(C) THE ETHICS COMMITTEE WILL THEN DECIDE WHETHER OR NOT THERE WAS A VIOLATION AND WHETHER THE VIOLATION WAS A MINOR OR MAJOR VIOLATION OF THE ETHICS CODE. THE RULING OF THE MAJORITY OF THE COMMITTEE IS THEN PRESENTED TO THE FULL COUNCIL. IF THERE IS NOT A UNANIMOUS DECISION BY THE COMMITTEE, A MINORITY REPORT CAN BE PRESENTED ALONG WITH THE MAJORITY OPINION. THE WHOLE COUNCIL CAN ALSO LOOK AT ALL THE INFORMATION RECEIVED BY THE ETHICS COMMITTEE TO MAKE THEIR DETERMINATION. THE ETHICS COMMITTEE DISCUSSION MAY BE HELD IN EXECUTIVE SESSION.

(D) IF A MAJORITY OF THE COUNCIL DETERMINES THAT NO VIOLATION OCCURRED, NO ACTION WILL BE TAKEN AND THE COMPLAINANT WILL BE NOTIFIED OF THE OUTCOME.

(E) IF A MAJORITY OF THE COUNCIL AGREES THAT A MINOR VIOLATION HAS OCCURRED, THE COMMITTEE HAS THE FOLLOWING OPTIONS:

(1) FOR THE 1ST MINOR OFFENSE THE COMMITTEE CAN TALK TO THE VIOLATOR IN EXECUTIVE SESSION AND EXPLAIN HOW TO AVOID A VIOLATION IN THE FUTURE.

(2) FOR THE 2ND MINOR OFFENSE THE COMMITTEE CAN CHOOSE TO AGAIN SPEAK TO THE VIOLATOR ON HOW TO AVOID A VIOLATION IN THE FUTURE OR RECOMMEND A PUBLIC CENSURE.

(3) FOR THE 3RD MINOR OFFENSE THE COMMITTEE CAN RECOMMEND A PUBLIC CENSURE.

(F) IF A MAJORITY OF THE COUNCIL AGREES THAT A MAJOR VIOLATION HAS OCCURRED THE COMMITTEE HAS THE FOLLOWING OPTIONS:

(1) FOR THE 1ST MAJOR OFFENSE THE COMMITTEE CAN RECOMMEND A PUBLIC CENSURE.

(2) FOR THE 2ND MAJOR OFFENSE THE COMMITTEE CAN RECOMMEND A PUBLIC SANCTION. THIS CAN BE REMOVAL FROM A TOWN BOARD, COMMITTEE OR COMMISSION OR REMOVAL FROM REPRESENTING THE TOWN AT OTHER GOVERNMENT ENTITIES SUCH AS CYMPO, NACOG, WAC OR THE LIKE.

(3) FOR THE 3RD MAJOR OFFENSE THE COMMITTEE CAN RECOMMEND A FINE OF UP TO \$500 PER TOWN CODE 10.99.

(G) FOR ANY OUTCOME THE COMPLAINANT WILL BE NOTIFIED OF THE DECISION.

(H) IF THE COMPLAINT IS AGAINST ONE OF THE MEMBERS OF THE ETHICS COMMITTEE, THAT PERSON WILL BE EXCUSED FROM THE PROCEEDINGS AND ANOTHER COUNCIL MEMBER WILL BE APPOINTED IN HIS OR HER

PLACE.

(I) THE RESPONDENT HAS THE RIGHT TO APPEAL ANY COUNCIL DECISION TO BINDING ARBITRATION BY AN INDEPENDENT HEARING OFFICER MUTUALLY AGREED TO BETWEEN THE TOWN COUNCIL AND THE PUBLIC OFFICIAL. THE COST OF THE HEARING OFFICER SHALL BE BORNE EQUALLY BETWEEN THE TOWN AND THE PUBLIC OFFICIAL.

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