

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

**Tuesday, June 16, 2015, 6:30 P.M.**

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

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

## **AGENDA**

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

**1. Call To Order.**

**2. Opening Ceremonies.**

**2.1. Pledge of Allegiance.**

**2.2. Invocation.**

**3. Roll Call.** Town Council Members Arlene Alen, Mark McBrady, Dennis Repan, Doug Treadway, Nancy Wright; Vice Mayor Jack Hamilton; 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.

**5.1. Report on the meeting with Karen Gaylord, environmental attorney with JH&C law firm, and Phil Lagas, with Haley Aldrich consulting firm regarding town superfund sites.**

**6. Consent Agenda.**

**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  
5

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

8.1. **Accountability Contract with the Dewey-Humboldt Historical Society (DHHS) for partially reimbursing the current museum rent (museum address: 12925 E. Main St., Dewey-Humboldt).** Discussion and possible action.

8.2. **Waive the Counsel-Client Privilege for Attorney’s Memo dated 4/1/15 regarding Land Splits on Large Parcels and to have a discussion regarding this issue and determine whether to start the process to modify Town Code pertaining to this issue.** [CAARF requested by Mayor Nolan] Continued from the May 19<sup>th</sup> meeting, directed at the June 9 meeting.

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

9.1. **Equestrian Signage and/or other warning signage (for safety purposes) placed within the Town.**

9.2. **Master Maintenance Intergovernmental Agreement (IGA) for Traffic Signals, Roadway Lighting and Electrical Power between ADOT and the Town of Dewey-Humboldt for Kachina Road & SR 69 (existing signal) and Main Street & SR 69 (to be installed).** Discussion and possible action.

9.3. **Ordinance 15-113 Amending Town Code of Ordinances, Title XV Land usage, Chapter 152 Subdivision Regulations, sections 152.02, 152.03, 152.05 pertaining to Large Land divisions.** Directed at the June 9<sup>th</sup> meeting. Possible adoption, rejection or modification.

9.4. **Unified Emergency Management Intergovernmental Agreement (IGA) with Yavapai County Office of Emergency Management for FY 2015-16 and appoint a town representative to the County EM Advisory Committee.** Discussion and possible action and appointment.

9.5. **Proposed Council Procedural Policy on the Administrative Adjustments allowed by Town Staff to any Town Codes. TC Policy 15-01.** [CAARF requested by CM Wright]

9.6. **Discussion and possible action regarding acquisition of property located at 12925 E. Main Street which is currently occupied by the Dewey-Humboldt Historical Society Museum.** 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.[CAARF requested by CM Alen]

9.6.1. **Recess into and hold an executive session** pursuant to A.R.S. Section 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 acquisition of real property located at 12925 E. Main Street in Dewey-Humboldt.

9.6.2. **Reconvene into Open Session.**

10. **Public Hearing Agenda.**

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

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11. **Comments from the Public.** The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the

Council on any issue within its jurisdiction. At the conclusion of Comments from the Public, Council members may respond to criticism made by those who have addressed the public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Council members are forbidden by law from discussing or taking legal action on matters raised during the Comments from the Public unless the matters are properly noticed for discussion and legal action. The total time for Public Comment is 3 minutes per person. The audience is asked to please be courteous and silent while others are speaking.

**12. Adjourn.**

**For Your Information:**

Next Town Council Meeting: Tuesday, July 7, 2015, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, July 9, 2015, at 6:00 p.m.

Next Town Council Work Session: Tuesday, July 14, 2015, at 2:00 p.m.

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

**Certification of Posting**

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Dewey-Humboldt Town Hall, 2735 South Highway 69, Humboldt, Arizona, Chevron Station, 2735 South Highway 69, Humboldt, Arizona, Blue Ridge Market, Highway 69 and Kachina Drive, Dewey, Arizona, on the \_\_\_\_ day of \_\_\_\_\_, 2015, 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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## ACCOUNTABILITY CONTRACT

This Agreement is entered into the \_\_ day of \_\_\_\_\_, 2015 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 Historical Society 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, 2015 until June 30, 2016.
2. **SCOPE OF WORK:** Contractor agrees to use funds received from Dewey-Humboldt to provide **partial reimbursement of up to one year’s (12 months) lease payments in the amount of \$480 a month 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 \$5760**. 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 partially reimburse Contractor's museum building lease up to a year in FY 15-16 commencing on July 1, 2015 and ending on June 30, 2016. For FY 15-16, The Town agrees to reimburse up to \$480 a month for the building lease. The Town has been providing DH HS \$600 a month since July 2012 to reimburse its expense for the museum building lease. 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 (12925 E. Main St., Humboldt, AZ) 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.

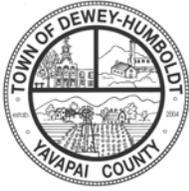
Notes:

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 \$480 for up to 12 months on or before the 15<sup>th</sup> 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



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**TOWN OF DEWEY-HUMBOLDT**  
**P.O. BOX 69**  
**HUMBOLDT, AZ 86329**  
**Phone 928-632-7362 ▪ Fax 928-632-7365**

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**TOWN COUNCIL REGULAR MEETING**  
**June 16, 2015 – 6:00 pm Town Council Meeting Chambers**

**Agenda Item # 9.1. Equestrian Signage and/or other warning signage (for safety purposes) placed within the Town.**

**To: Mayor and Council Members**  
**From: Ed Hanks, Public Works Supervisor**

**Date submitted: June 9, 2015**

**Recommendation: Place the equestrian signs at the locations suggested; decide on the pedestrian signs.**

**Summary:**

In maintaining the Town’s rural lifestyle, the Town’s Open Space and Trails Committee suggested 10 locations that they felt would be beneficial to have equestrian crossing signs located. This will help remind motorists that they share the road with horseback riders as well as other pedestrians. Town’s Public Works Staff reviewed the locations and examined the needs based on accepted industry standard. Attached is a Map with notating General Locations.

The General Locations are:

Clearview and Highway 169	Foothill Dr. and 169
River Road (500 feet south of Highway 169)	Main Street and Highway 69
Kachina off Highway 69	Old Black Canyon Highway and Highway 169
Kachina and Pony Place	Wicklows Place and Newtown
Hopi Trail East of Acoma Trail	Piute Trail and Smoki

Additionally, I was advised that VM Hamilton would like to talk about adding some warning signs on the roadways where pedestrians frequent. Upon consulting with the national highway standards, I located a sign that may be appropriate. The concept of the “pedestrian” sign is included in the memo. Staff suggests these locations to place them:

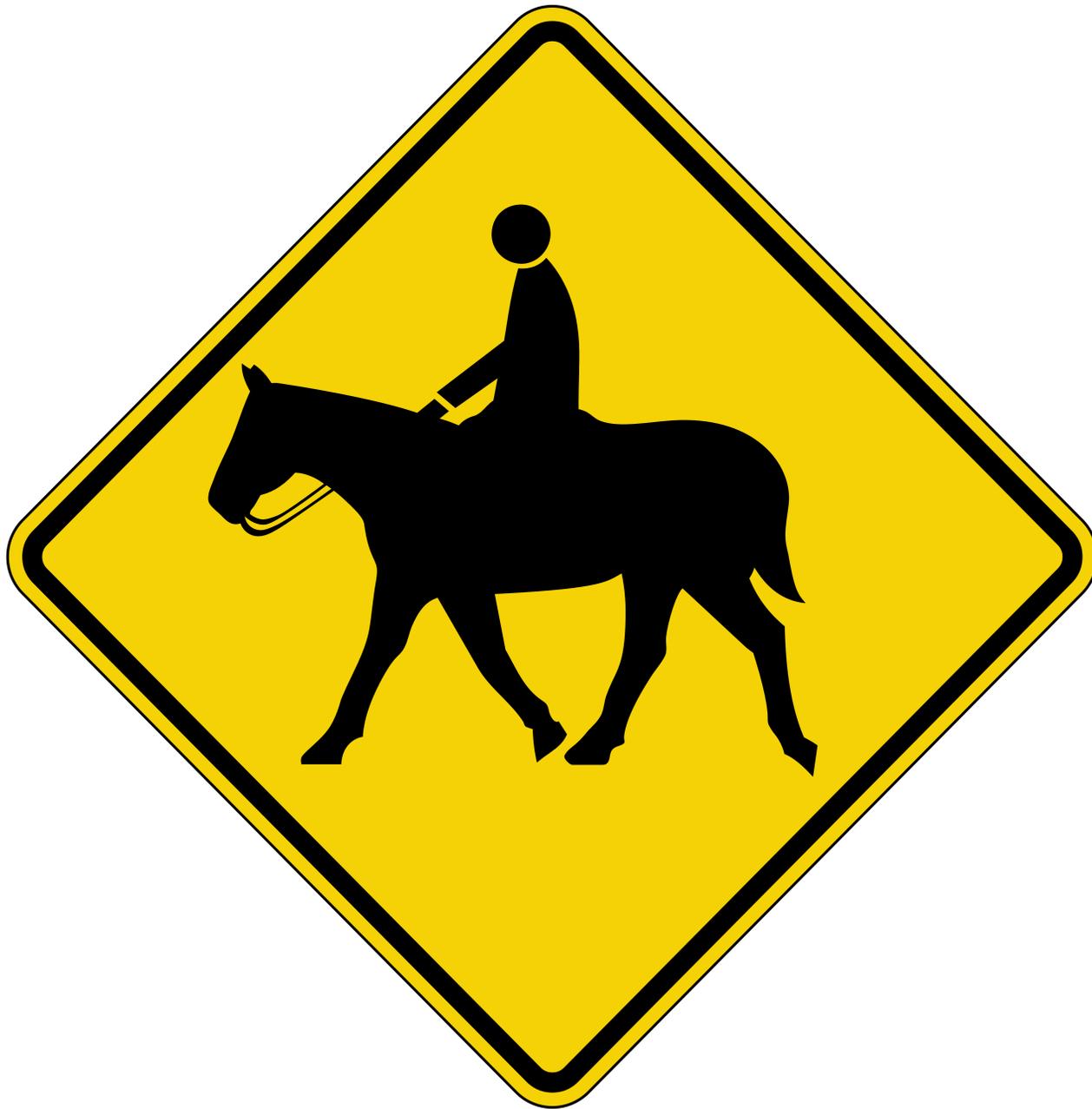
Kachina Rd and Pony Place	Old Black Canyon Highway south of the bridge
Henderson Rd west of Pony Pl	Sierra Dr. south of Quarterhorse Lane
Dewey Rd South of Deer Path Rd	Sierra Dr. north of Trails End
Kachina Pl west of Manzanita Rd	Foothills Dr. south of highway 169
River Rd south of Highway 69	Foothills Dr. north of East Bradshaw

# DEWEY-HUMBOLDT

## Materials:

- .080 Aluminum Gauge
- 3M 4091 Yellow Dimond Grade Reflective Sheeting
- 3M 1178 Black ElectroCut Film

30" x 30"



Quantity - 10

**PLEASE READ CAREFULLY BEFORE APPROVING YOUR PROOF:** The customer is responsible for making any changes or corrections to this proof. Trafficade Signs & Sales is not responsible for any errors or omissions on proof that have been approved by the customer. Quoted lead times are based only on PO dates not on quote or proof dates.



# DEWEY-HUMBOLDT

## Materials:

- .080 Aluminum Gauge
- 3M 4091 Yellow Dimond Grade Reflective Sheeting
- 3M 1178 Black ElectroCut Film

W11-2  
30" x 30"



Quantity - 10

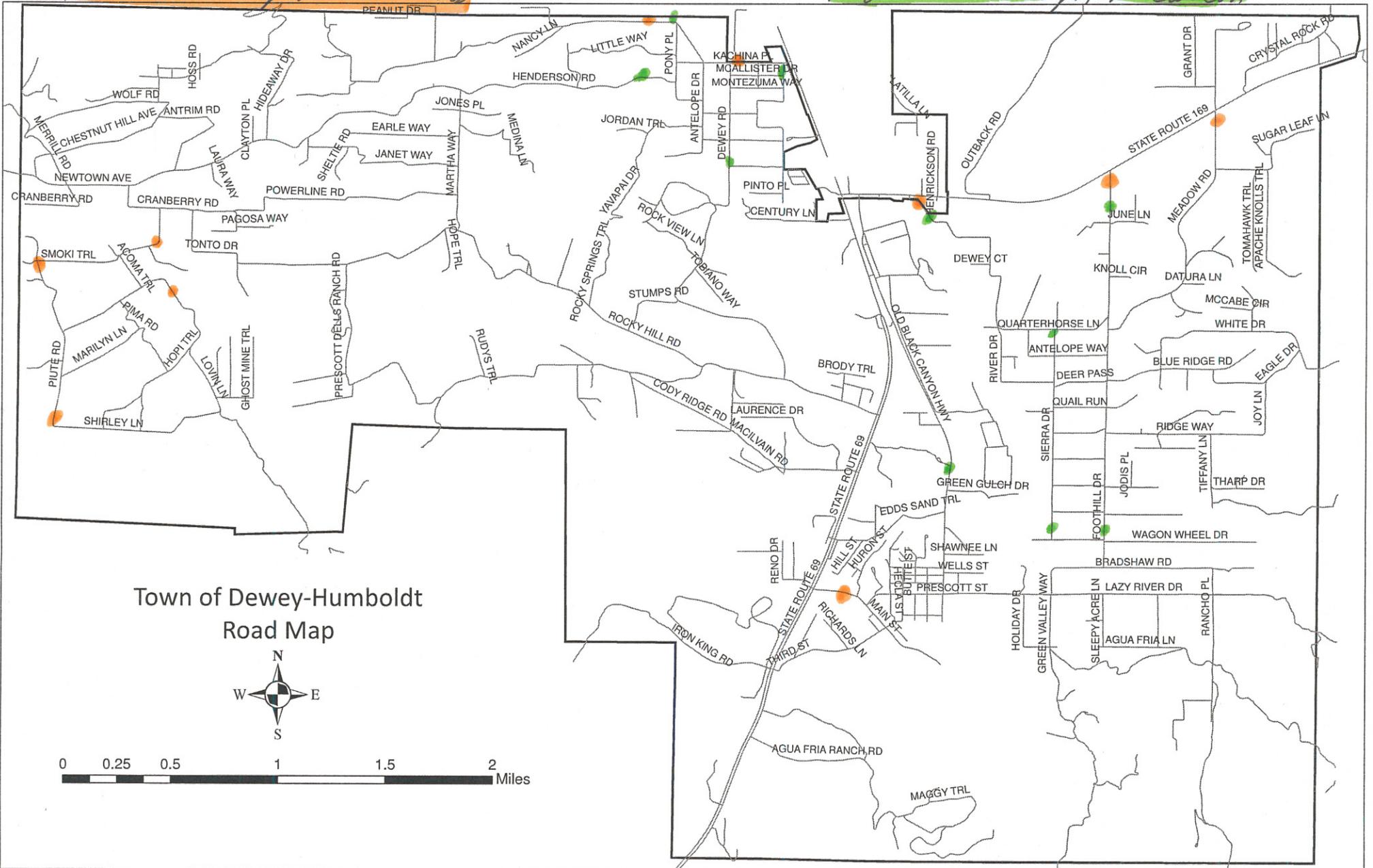
**PLEASE READ CAREFULLY BEFORE APPROVING YOUR PROOF:** The customer is responsible for making any changes or corrections to this proof. Trafficade Signs & Sales is not responsible for any errors or omissions on proof that have been approved by the customer. Quoted lead times are based only on PO dates not on quote or proof dates.



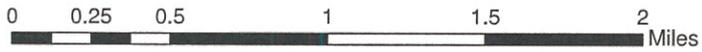
Approximate

Equestrian Sign Locations

Pedestrian Sign Location



Town of Dewey-Humboldt Road Map



ADOT CAR No.: IGA /JPA 15-0005235-I  
AG Contract No.: P0012015001418  
Project: Master Agreement for  
Traffic Signals Maintenance  
& Electrical Power  
Section: Various Locations  
**ADOT Project No.: N/A**  
**CFDA No.: 20.205 - Highway Planning  
and Construction**  
**Budget Source Item No.: N/A**

**Master Maintenance Agreement  
For Traffic Signals, Roadway Lighting and Electrical Power**

BETWEEN  
THE STATE OF ARIZONA  
AND  
TOWN OF DEWEY- HUMBOLDT

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State”) and the TOWN OF DEWEY-HUMBOLDT, acting by and through its MAYOR and TOWN COUNCIL (the “Town”). The State and the Town are collectively referred to as “Parties”.

**THIS AGREEMENT** will establish maintenance and electrical power responsibilities for existing and future traffic signals, street lighting and intersection-related pavement markings. This Agreement will supersede the maintenance and electrical power responsibilities for existing traffic signals, street lighting and intersection-related pavement markings, as described in the agreement listed below. In the event questions arise pertaining to the maintenance and electrical power responsibilities for traffic signals, street lighting and intersection-related pavement markings, this Agreement will take precedence, other than as stated herein the original agreements will remain in effect.

<u>ADOT FILE NO.</u>	<u>A.G. CONTRACT NO.</u>	<u>SECRETARY OF STATE FILE NO.</u>
JPA 06-012	KR06- 0344TRN	28241

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Agreement and by resolution approved by the Town Council copy attached hereto and made a part hereof, has resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
3. The Parties agree and acknowledge entering into this Agreement is for the safety and benefit of the traveling public. This Agreement will specify each Party’s maintenance responsibilities, respective to existing and future traffic signals, intersection-related pavement markings, electrical power for the traffic signals and roadway lighting, located within the boundaries of the Town and State Highway System as detailed on Exhibit A of this Agreement.
4. The Parties hereto acknowledge the following conditions: the Parties shall perform their responsibilities consistent with this Agreement, and any change or modification to the Agreement will only occur with the mutual written consent of both Parties.

**THEREFORE**, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## **II. SCOPE OF WORK**

### 1. The State will:

a. Be responsible for the general routine operations/repair and maintenance on existing, as well as, future traffic signals, lighting hardware, ancillary equipment, and intersection pavement markings as identified from time to time by the Town, within ADOT's right-of-way within the corporate boundaries of the Town, at the State's expense.

b. Maintain EVP (Pre-Emptive equipment) and authorize the Town to install EVP systems on current, as well as future, traffic signals, as identified from time to time by the Town, located within ADOT's right-of-way within the corporate boundaries of the Town.

c. Be granted, without cost requirements, the right to enter Town right-of-way as required for the general routine maintenance of traffic signals, lighting and intersection related activities for the Project, including without limitation, temporary construction easements or temporary rights of entry on to and over rights-of-way of the Town.

### 2. The Town will:

a. Continue to be responsible for obtaining the electrical power to operate the traffic signals and roadway lighting, at the Town's expense.

b. Grant the State, its agents and/or contractors, without cost requirements, the right to enter Town rights-of-way as required for the general routine maintenance of traffic signals, lighting and intersection related activities for the Project.

c. Be responsible for maintaining a reasonable inventory of all associated EVP (emergency vehicle pre-emption), along with system components, including transmitters installed on fire trucks or ambulances; EVP system components located in the controller cabinet, any optical sensor devices, and an emitter for testing as needed and appropriate.

### 3. The Parties will:

a. Agree that in addition to all existing traffic signals, street lighting and intersection-related pavement markings all future traffic signal, street lighting and intersection-related pavement marking installations at new intersections, or any significant additions to existing intersections for improvement of electrical equipment will be governed by this Agreement.

b. Agree that the list of traffic signal locations may be added to, or have deletions made, by Amendment to this Agreement, as they occur.

## **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect for successive periods of five (5) years from the effective date, unless the Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This Agreement will be automatically renewed for a successive period of five (5) years unless either Party shall give notice in writing

to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

2. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

5. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 09-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

6. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

7. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

8. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401 and Title 34 of the Arizona Revised Statutes.

9. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

Town of Dewey-Humboldt  
Attn: Ed Hanks  
P.O. Box 69  
Humboldt, Arizona 86329  
(928) 632-5074  
edhanks@dhaz.gov

11. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**TOWN OF DEWEY- HUMBOLDT**

**STATE OF ARIZONA**  
Department of Transportation

By \_\_\_\_\_  
**TERRY NOLAN**  
Mayor

By \_\_\_\_\_  
**STEVE BOSCHEN, P.E.**  
ITD Division Director

ATTEST:

By \_\_\_\_\_  
**JUDY MORGAN**  
Town Clerk

**ATTORNEY APPROVAL FORM FOR**  
**THE TOWN OF DEWEY- HUMBOLDT**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF DEWEY-HUMBOLDT, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Town Attorney

## **Exhibit A**

### **Locations of Signalized Intersections of State Routes within the Town of Dewey–Humboldt.**

1. SR 69 MP 281.80 at Kachina Road
2. SR 69 MP 279.2 at Main Street

**ORDINANCE No. 15-113**

**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 XV LAND USAGE, CHAPTER 152 SUBDIVISION REGULATIONS, BY AMENDING §§ 152.02 DEFINITIONS AND 152.03 CLASSIFICATION OF LAND SPLITS AND SUBDIVISIONS RELATED TO THE REGULATION OF LARGE LAND DIVISIONS; AND § 152.05 LAND SPLITS AND LARGE LAND DIVISIONS PROCEDURES RELATED TO APPLICATION REQUIREMENTS FOR LOT SPLITS; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING PENALTIES.**

**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 XV Land Usage, Chapter 152 Subdivision Regulations, Section 152.02 Definitions is hereby amended to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

§ 152.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

\* \* \*

~~LARGE LAND DIVISION. Land whose area exceeds two and one half acres in size and is proposed for division into less than four parcels or lots without involving the creation of a new street, for the purpose of selling or leasing the proposed parcels or lots.~~

\* \* \*

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title XV Land Usage, Chapter 152 Subdivision Regulations, Section 152.03 Classification of Land Splits and Subdivisions is hereby amended to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

§ 152.03 Classification of Land Splits and Subdivisions

\* \* \*

~~(B) Large land division.~~

~~(1) A division of land containing over 2.5 acres into less than four new parcels or lots, where no new street is involved.~~

~~(2) Requirements and processing. Proposed large land divisions shall require a pre-application conference, documentation of land division history, review of preliminary documents, final application submittal and all documents and filing fees required in accordance with § 152.05.~~

(CB) Minor subdivision.

\* \* \*

(DC) Major subdivision.

\* \* \*

(d) The chart and notes below summarize the procedures and requirements of the various types of land splits, divisions and subdivisions. Procedural steps are described fully in the following sections.

<i>Requirements for the Town</i>	<i>Pre-App Mtg</i>	<i>Applica-tion and Fee</i>	<i>Plan and Division History</i>	<i>Record of Survey</i>	<i>Sketch Plan – Staff</i>	<i>Water Certifi-cate</i>	<i>Preliminary Plat</i>		<i>Final Plat</i>	
***	***	***	***	***	***	***	***	***	***	***
Large Land Division area >2.5 acres into 3 or less parcels	X	X	X	X						
***	***	***	***	***	***	***	***	***	***	***

\* \* \*

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title XV Land Usage, Chapter 152 Subdivision Regulations, Section 152.05 Land Splits and Large Land Divisions Procedures is hereby amended to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

§ 152.05 Land Splits and Large Land Division Procedure.

(A) Preliminary processing.

(1) Proposed land splits ~~and large land divisions~~ shall require a pre-application conference (see § 152.04), at which the property owner and department shall discuss the proposal, regulations and options for further consideration of proceeding with a land split application described below.

(2) Application, together with filing fees, and the following documents shall be filed by the applicant.

(a) Legal description and assessor's parcel number.

(b) A land split ~~or large land division~~ drawing showing the proposed land split ~~or division~~, fully dimensioned and prepared at a scale which maintains legibility, showing the following information:

\* \* \*

(c) Documentation of the land division history of the parcel. Documentation may consist of assessor's maps and records, deeds, title history search, or any other information that would credibly show the number of land divisions that have occurred ~~from the original parcel since July 1, 2005~~ DURING THE FIVE-YEAR PERIOD PRECEDING THE APPLICATION.

(d) If applicable, a copy of any easement and/or required agreement, or other legal document which permits shared facilities.

\* \* \*

(C) Final application submittal. Upon satisfactory review and determination by the Department and prior to final approval and recording, the property owner shall submit:

(1) A completed application, filing and recording fees; and

(2) A record of survey of the proposed land split ~~or large land division~~ produced by a registered land surveyor (RLS) licensed in the State of Arizona; the record of survey shall be sealed and signed by the RLS and contain the boundaries of the original parcel prior to the land split ~~or large land division~~, the proposed parcels with parcel lines fully dimensioned, and the rights-of-way adjacent to or within the property, including streets and recorded easements and proposed easements to be recorded for ingress/egress and utilities;

(3) The record of survey shall contain the recording data (book and page numbers) of the access easements for ingress and egress, existing or proposed for creation of the land split ~~or large land division~~; such easements shall meet the standards specified in § 152.09 Subdivision and Street Design Standards. ~~Note: the recorded access easement shall contain a provision for the construction of the roadway within the access easement and its maintenance by the property owner until such time as the town may accept the roadway easement, after inspection finding that the roadway has been built to town design standards.~~

~~(4) The record of survey for a large land division shall contain a statement indicating that such created parcels or lots may not be further divided or split without complying with requirements of the subdivision regulations of the town. Such statement shall be included in the deed of title to each parcel or lot.~~

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.

Section IV. Penalties

Any person found responsible for violating any provision of this Ordinance shall be subject to the penalties provided for in Section 152.99 of the Dewey-Humboldt Town Code.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote:

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

EXCUSED: \_\_\_\_\_ ABSTAINED: \_\_\_\_\_

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
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. 15-113 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2015, WAS POSTED IN THREE PLACES ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

---

Judy Morgan, Town Clerk

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**TOWN OF DEWEY-HUMBOLDT**  
**P.O. BOX 69**  
**HUMBOLDT, AZ 86329**  
**Phone 928-632-7362 ▪ Fax 928-632-7365**

---

**TOWN COUNCIL REGULAR MEETING**

**June 16, 2015, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item # 9.4. Unified Emergency Management Intergovernmental Agreement (IGA) with Yavapai County Office of Emergency Management for FY2015-16 and appoint a representative to the County EM Advisory Committee.**

**Recommendation: 1. Approve the IGA;**

**2. Appoint a representative to the Yavapai County Emergency Management Interagency Coordination Committee.**

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Date submitted: June 12, 2013**

**Summary:**

The Town's Emergency Management Services are provided by Yavapai County through an inter-governmental agreement. The services will cost \$1,674 for FY 15-16, proposed by the Yavapai County Emergency Management Office. The cost stays the same as FY 14-15. The IGA in its entirety is presented before the Council at this meeting. The IGA has been reviewed by the Town Attorney. The term of the agreement is for five years (7/1/15 – 6/30/20), with an additional one year term.

Staff recommends Council's acceptance of the IGA.

As part of the IGA, for the purpose of development of a comprehensive emergency management program The YC Office of EM holds Yavapai County Emergency Management Interagency Coordination Committee meetings. The Town should appoint a representative to serve on this Committee.

## Master Agreement

### INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF UNIFIED EMERGENCY MANAGEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between YAVAPAI COUNTY, a political subdivision of the State of Arizona, hereinafter called "County" and \_\_\_\_\_, hereinafter called "Public Agency", per A.R.S. §11-951.

WHEREAS the County has established an Office of Emergency Management and;

WHEREAS the County has the capability to manage an unified emergency management organization and;

WHEREAS the parties are empowered to enter into this agreement pursuant to A.R.S. §§11-952, 26-307, and 26-308.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The County and the Public Agency shall establish a unified emergency management organization for the purpose of preparing plans for the preservation and safety of life and property and making provisions for the execution of these plans in the event of enemy attack upon the United States of America and/or in the event of any peacetime natural, technological, or manmade emergency or disaster within the County or Public Agency. See Attachment "B" for a list of definitions and Attachment "C" for a comprehensive list of services provided (incorporated herein by reference).
2. The unified emergency management organization is hereby designated as the Yavapai County Emergency Management Interagency Coordination Committee.
3. The County will perform the following services with the Public Agency:
  - a. Planning:
    1. Include emergency operations of the Public Agency in the County Emergency Operations Plan (EOP) covering emergencies and disasters;
    2. Review and assist in the development of the Public Agency Emergency Operations Plan for completeness, compatibility, alignment, and compliance with the National Incident Management System (NIMS), County Emergency Operations Plan, State Emergency Operations Plans, and provide improvements and updates as necessary.
    3. Provide assistance to the Public Agency to develop/update emergency management plans, procedures, and programs in each of the following areas (such list not to be exclusive): Emergency Operations Planning,

## Master Agreement

- Continuity of Government, Emergency Evacuation, Shelter, Recovery, Mitigation, Access and Functional Needs, Warning and Public Information, Communications, Mass Care and Mass Casualty. The above plans and programs will be coordinated with and approved by the various Public Agency departments affected by said plans and programs;
4. Assist the Public Agency with developing and/or updating a current inventory of all equipment and supplies available in the Local Jurisdiction for use in the event of any disaster;
  5. Provide a current inventory of all equipment and supplies available in the County to assist the Public Agency in the event of any disaster.
- b. Training and Exercise: As Federal, State, or Local funds are available, and/or cooperative agreements, the County in its discretion will provide emergency management all hazards training and exercise opportunities for the Public Agency in accordance with the Multi Year Training and Exercise Plan (MYTEP).
- c. Provide technical assistance in obtaining Federal or State funds which may become available to the Public Agency for emergency management/services purposes.
- d. Assist in completing and submitting all report requirements emanating from State or Federal Government Emergency Management or Homeland Security Agencies;
- e. Develop the Yavapai County Emergency Management Interagency Coordination Committee (see section 4a);
- f. Disaster Support:
1. Upon request by Public Agency officials, the County will provide assistance with emergency management under normal and/or emergency or disaster conditions.
  2. In the event of disaster confined to the Public Agency Jurisdiction, provide emergency assistance as requested, within the limits of the ability of the County to so provide, and coordinate assistance furnished by other agencies in accordance with the Yavapai County Emergency Operations Plan, mutual aid agreements, and State and/or Federal laws.
  3. In accordance with the Yavapai County Emergency Operations Plan, Yavapai County may activate an Emergency Operations Center (EOC) in support of an evolving incident, and/or in support of the Public Agency's EOC.
  4. At the request of the Public Agency, Yavapai County Emergency Management may open a unified EOC on the Public Agency's behalf. Cost share in accordance with federal and state law may apply (Stafford Act, 44CFR, and AAC title 8).

## Master Agreement

5. Pass through all declarations for Emergency or Disaster to the State, in accordance with Stafford Act Authorities, 44 CFR, ARS title 26, and AAC title 8.
  6. Assist in all federal, state, or local recovery functions for the Public Agency.
4. The Public Agency shall:
- a. By this agreement become a member, and through appointment provide a representative to serve on the Yavapai County Emergency Management Interagency Coordination Committee:
    1. The purpose of the committee is to collaborate, coordinate, communicate, and integrate a strategic vision of emergency management for the County as well as the Public Agency, and provide necessary input for the development of a comprehensive emergency management program inclusive of a whole community.
    2. The Emergency Management Interagency Coordination Committee shall meet not less than once a quarter;
    3. The Public Agency shall appoint an Emergency Management Representative for the jurisdiction, who shall be responsible for the organization, administration, and operations of local emergency management, subject to the direction and control of the Public Agency's chief executive officer or governing body.
    4. The Committee shall ensure National Incident Management System (NIMS) compliance, in accordance with Homeland Security Presidential Directive 5 for the Public Agency, and adopt NIMS as the Public Agency's management system for disaster response by resolution.
    5. Representatives to the Yavapai County Emergency Management Interagency Coordination Committee must be NIMS compliant in accordance with HSPD-5, and have operational knowledge of their respective jurisdiction.
  - b. Planning:
    1. Accept joint responsibility to maintain and keep current the Yavapai County Emergency Operations Plan, appendices, and annexes as it relates to the Public Agency;
    2. Accept responsibility to maintain and keep current the Public Agency Emergency Operations Plan, appendices, and annexes;
  - c. Training and Exercise:
    1. As needed, make personnel available for training and exercises.
    2. Personnel backfill and overtime for training and exercises is the

## Master Agreement

responsibility of the Public Agency.

d. Disaster Response/Support:

1. Request necessary and available assistance from the County with emergency management under normal and/or emergency or disaster conditions;
2. In relation to emergency management issues, delegate to the County such lawful authority and responsibility as shall be deemed necessary by the Public Agency;
3. Notify Yavapai County Office of Emergency Management of any incident which requires activation of an EOC, sheltering of population exceeding 12 persons, resource requests outside of Yavapai County, or any incident which exceeds the Public Agency's capability to respond;
4. Coordinate resource requests with the County EOC;
5. Notify the County if a unified EOC is requested by the Public Agency. The Public Agency will make available personnel for Policy and Operational coordination to serve in the EOC. Other EOC staffing positions will be filled by the County as needed, in accordance with the Yavapai County Emergency Operations Plan (YC-EOP).

- e. In consideration of services provided: The Public Agency will budget and contribute to the County, per annum, for each fiscal year commencing July 1 and ending June 30, for the duration of the agreement, as shown in Exhibit A. Said amount shall be payable by the Public Agency to the County on or before October 31st of each year that this agreement remains in effect.

5. Additional Terms and Conditions:

- a. Representation: To foster an inclusive environment which benefits all parties, in the purpose of development of comprehensive emergency management program, the Yavapai County Office of Emergency Management will incorporate the Public Agency's appointed representative to the Yavapai County Emergency Management Interagency Coordination Committee;
- b. Director: The Yavapai County Office of Emergency Management shall be comprised of a County Emergency Manager, who shall serve as the Director of the County Emergency Management Interagency Coordination Committee, appointed by the Yavapai County Board of Supervisors, and other personnel as deemed necessary by the County Board of Supervisors;
- c. Term: The term of this agreement is for five years commencing July 1, 2015, and ending June 30, 2020. Following the initial term, this agreement will automatically renew each year for an additional one year term unless it is terminated by either

## Master Agreement

- party by providing written notice of termination to the other party prior to expiration of the agreement.
- d. Amendment: This agreement may be amended from time to time by written agreement executed by all parties.
  - e. Conflict of Interest Pursuant to A.R.S. §38-511, the parties may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement on behalf of that party is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, that party may further elect to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this agreement on behalf of that party from any other party to the agreement arising as a result of this agreement.
  - f. Arizona Law: The law of Arizona applies to this IGA.
  - g. Relationship of Parties: Neither party to this agreement shall be deemed to be the employee or agent of the other party to the IGA.
  - h. Severability: If any provision(s) of this agreement is/are invalid, illegal, or unenforceable for any reason, all other provisions shall nevertheless remain in full force.
  - i. Entire Agreement: This IGA represents the entire, integrated agreement between the parties. This IGA supersedes all prior negotiations, representations, or agreements, whether written or oral.
  - j. Compliance with Law: The parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this IGA, including but not limited to environmental laws.
  - k. Immigration Law Compliance: Both parties hereby warrant that they will at all times during the term of this IGA comply with all federal immigration laws applicable to their employment of their employees, and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the “State and Federal Immigration Laws”). A breach of the foregoing warranty shall be deemed a material breach of the IGA, and the parties shall have the right to terminate this IGA for such a breach, in addition to any other applicable remedies.
  - l. Notices: All notices under this IGA must be in writing and sent to the appropriate person. Notices will be deemed properly given if sent by (1) personal delivery, (2)

## Master Agreement

- facsimile transmission, (3) first-class United States mail, postage prepaid, or (4) certified U.S. mail, postage prepaid, return receipt requested, addressed as shown on the signature page.
- m. Third Parties: Nothing contained in this IGA shall create a contractual relationship with or a cause of action in favor of a third party against the Public Agency or the County. This IGA is not intended to benefit any thirdparty.
  - n. Indemnification: Each party (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of bodily injury of any person ( death) or property damage to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. This indemnification shall survive the termination of this IGA.
  - o. Workers’ Compensation: For purposes of workers’ compensation only, an employee of a party to this IGA, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this specific IGA, is deemed to be an employee of both the party who is his primary employer and the party under whose jurisdiction or control or within whose jurisdiction he is then working, as provided by A.R.S. § 23-1022(D). The primary employer party of such employee shall be solely liable for payment of workers’ compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.
  - p. Termination: Either party may terminate this IGA with thirty (30) days written notice as provided herein. Any termination of this IGA shall not relieve either party of responsibility for costs incurred prior to the effective date of the termination.

**Master Agreement**

**YAVAPAI COUNTY**  
A political subdivision of the State of Arizona

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Craig L. Brown  
Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_ Date: \_\_\_\_\_  
ANA WAYMAN-TRUJILLO  
County Clerk

Pursuant to A.R.S. §11-952(D), the undersigned Deputy County Attorney has determined that this agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to Yavapai County.

\_\_\_\_\_ Date: \_\_\_\_\_  
JACK FIELDS  
Deputy County Attorney

Yavapai County Emergency Management Contact Information:

Yavapai County  
Office of Emergency Management  
Attn: County Emergency Manager  
1100 Commerce Drive  
Prescott, AZ 86305

(928) 771-3321 Office  
(928) 713-3020 Cell 24/7  
(928) 771-3323 Fax

**Master Agreement**

PUBLIC AGENCY

TOWN OF DEWEY HUMBOLT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
TERRY NOLAN  
Mayor

ATTEST:

\_\_\_\_\_ Date: \_\_\_\_\_  
JUDY MORGAN  
City Clerk

Pursuant to A.R.S. §11-952(D), the undersigned has determined that this agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Town of Dewey-Humbolt.

\_\_\_\_\_ Date: \_\_\_\_\_  
SUSAN GOODWIN  
City Attorney

Public Agency's Emergency Management Contact Information:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( ) \_\_\_\_\_ Office  
( ) \_\_\_\_\_ Cell

Please return this signature page to:

Yavapai County  
Office of Emergency Management  
Attn: County Emergency Manager  
1100 Commerce Drive  
Prescott, AZ 86305

# Yavapai County

## Exhibit A

### 2010 Official Census Populations:

<b>JURISDICTION</b>	<b>POPULATION</b>	<b>MULTIPLIED BY</b>	<b>TOTAL</b>
Town of Camp Verde	10,873	0.43	\$4,675
Town of Chino Valley	10,817	0.43	\$4,651
Town of Clarkdale	4,097	0.43	\$1,762
City of Cottonwood	11,265	0.43	\$4,844
Town of Dewey-Humboldt	3,894	0.43	\$1,674
Town of Jerome	444	0.43	\$191
City of Prescott	39,843	0.43	\$17,132
Town of Prescott Valley	38,822	0.43	\$16,693
City of Sedona	10,031	0.43	\$4,313
Yavapai Prescott Indian Tribe	181	0.43	\$78

# Yavapai County

## Exhibit B

### LIST OF DEFINITIONS

"EMERGENCY," as defined in ARS ' 26-301, means the existence of conditions of disaster or of extreme peril to the safety of persons or property within the territorial limits of the county, city, or town, which conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of such political subdivision as determined by its governing body and which require the combined efforts of other political subdivisions.

"DISASTER," as defined in Section 102, Public Law 93-288, means any hurricane, tornado, storm, flood, high-water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other catastrophe in any part of the United States which, in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance to state and local governments under the Disaster Relief Act of 1974.

# Yavapai County

## Attachment C

### EMERGENCY MANAGEMENT / HOMELAND SECURITY

Services provided by County Emergency Management/Homeland Security under the IGA for the establishment of unified Emergency Management:

#### **SERVICES:**

- 24/7 Real Time Hazard Alert/notifications/bulletins
- 24/7 Emergency alternative communications capability
- Emergency/Disaster Response & Recovery Notification, Operations, Coordination and Staff augmentation
- Emergency Operations Plan, Continuity Plan development and maintenance
- Homeland Security Grant Participation
- Risk/Hazard Analysis
- Staff Training (EOC, Disaster Plan, Continuity Plans)
- Liaison to State and Federal Resources
- Public Education Program development and implementation assistance
- Hazard mitigation analyses and plan development
- Exercise Development/Training/Implementation/Evaluation
- Emergency Management, NIMS, Homeland Security Training
- EPA/LEPC Representation
- Special Studies/Projects
- Damage Assessments
- Provide brochures, booklets, pamphlets, checklists or other information in support of local Emergency Management issues or initiatives
- Other Emergency Management support as needed

**RATE:** \$.43 per person, per year based on the 2010 census.



**YAVAPAI COUNTY**  
**Office of Emergency Management**

1100 Commerce Drive, Prescott, Arizona 86305

Phone (928) 771-3321

Fax (928) 771-3323

[www.regionalinfo-alert.org](http://www.regionalinfo-alert.org)

May 28, 2015

Ms. Judy Morgan, Clerk  
Town of Dewey Humboldt  
PO Box 69  
Humboldt, AZ 86329

Re: Annual Unified Emergency Management IGA

Dear Ms. Morgan:

Enclosed is the Unified Emergency Management Intergovernmental Agreement (IGA) for fiscal years July 1, 2015 through June 30, 2020. Please obtain the appropriate signatures and **return three originals of the signature page to the office of Yavapai County Emergency Management by June 25<sup>th</sup>, 2015.**

The IGA will then be signed by the Yavapai County Board of Supervisors, recorded, and one original will be returned to you.

Some benefits provided to the City during the past year include:

- Notification of hazardous conditions
- Update of Disaster Response Plan
- Completion of the Multi-Jurisdictional Hazard Mitigation Plan
- Completion of the Communities Wildland Protection Plan
- On call status 24/7
- On call 24/7 alternative communications capability (Amateur Radio)
- Monitor and assist with compliance on Homeland Security training & reporting mandates
- Homeland Security and emergency management training classes at no cost
- Exercise Development

Please forward the attached invoice to your Finance Department. Please remit payment to Yavapai County Office of Emergency Management no later than October 31<sup>st</sup>, 2015.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Denny Foulk, M.S., EMHS  
Emergency Manager  
Yavapai County Office Emergency Management

Enclosures



# INVOICE

**Yavapai County  
Emergency Management**  
1100 Commerce Drive  
Prescott, AZ 86305

**DATE:** May 28, 2015  
**INVOICE #** 15528-5  
**FOR:** *Unified  
Emergency  
Management  
Agreement*

**Bill To:**  
Town of Dewey Humboldt  
Ms. Judy Morgan, Clerk  
P.O. Box 69  
Humboldt, AZ 86329

DESCRIPTION	AMOUNT
Services provided by an IGA 2015-2016 to establish Unified Emergency Management with Yavapai County.	\$1,674.00
<b>TOTAL</b>	<b>\$ 1,674.00</b>

Make check payable to: **Yavapai County Emergency Management**  
Due: October 31st, 2015



**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:** June 16, 2015

**Date of Request:** June 7, 2015

**Type of Action:**  Routine/Consent  Regular

**Requesting:**  Action  Report Only

**Agenda Item Text (a brief description for placement on the agenda; please be exact):**  
Proposed Council Procedural Policy on the administrative adjustments  
allowed by Town Staff to any Town Codes. TC Policy 15-01.

**Purpose and Background Information (Detail of requested action).** To set a policy  
that the Zoning Administrator ( or any Town Staff Member) must cite the appropriate  
Town Code and get the Town Attorney's opinion prior to making administrative adjustments.  
Adjustments must also be approved in writing by the Town Manager prior to implementation.

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

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

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

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

**Special Equipment needed:**  Laptop  Remote Microphone  
 Overhead Projector  Other: \_\_\_\_\_

**Contact Person:** CM Wright

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

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*Modified & received  
6/11/15 @ 10:00am*



**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:** Next Meeting

**Date of Request:** 6.5.15

**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):**

Discussion and possible action regarding acquisition of property located at 12925 E. Main Street  
which is currently occupied by the Dewey-Humboldt Historical Society Museum

**Purpose and Background Information (Detail of requested action).** Recess into and hold

an executive session pursuant to A.R.S. Section 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 acquisition of real property located at 12925 E. Main Street in Dewey-Humboldt.

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

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

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

**Type of Presentation:** verbal

**Special Equipment needed:**  Laptop  Remote Microphone

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

**Contact Person:** Arlene Alen

**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.**