

**TOWN COUNCIL OF DEWEY-HUMBOLDT
STUDY SESSION MEETING NOTICE**

Tuesday, July 12, 2016 2:00 P.M.

**COUNCIL STUDY SESSION 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. Roll Call. Town Council Members Arlene Alen, Jack Hamilton, Mark McBrady, Dennis Repan, Nancy Wright; Vice Mayor Doug Treadway; and Mayor Terry Nolan.

3. Study Session. No legal action to be taken.

3.1. Public Works Annual Report.

3.2. Consideration of Accountability Contract details with Dewey-Humboldt Historical Society (DHHS) and Mayer Area Meals on Wheels (MAMOW) for Town's funding support.

3.3. Board of Adjustment Reinstatement Mechanism. (Directed at June 7th Meeting)

3.4. Creating an ordinance as a reference for the Private Road Transition Policy.

4. Special Session. Legal action can be taken.

4.1. Whether to hold additional special session(s) this month. This is an established agenda item for Council's discussion on whether to add an additional special study session and if so, to set the date.

5. Adjourn.

For Your Information:

Next Town Council Meeting: Tuesday, July 19, 2016 at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday August 4, 2016 at 6:00 p.m.

Next Town Council Work Session: Tuesday, August 9, 2016 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 _____, 2016, 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.

Public Works

Completed Projects 2015/2016

1. Current Projects –

A. CDBG – Currently underway Earth Resources was awarded the project – This is the block grant that we worked on through most of 2015/2016 Year.

a. Huron street sidewalk will be completed by July 28, 2016 we are installing 985 LF of curb, gutter and sidewalk. Along Huron Street from Main street down the hill past the school.

b. Blue Hills Farm #3 will be completed by the end of September 2016 we are rebuilding the drainage along the roads in this area then repairing and chipsealing the roads.

Manzanita Blvd
Mcallister Dr.
Montezuma Way
Graham Way

B. Light at Main St and Highway 69 – ADOT Project they are waiting on one cabinet to be delivered and installed before light is operational.

2. Completed Projects – 2015/2016

A. On-Call Contractor and Awarded Contract work.

a. 2015/2016 Flood Control Funded Projects – The following list of projects were paid using the 2015/2016 Flood Control funds.

1. Meadow Road – Reshaped and compacted an area along Meadow Road that had erosion problems where a couple of culverts came under the Meadow Road. Added 60Ton of Rip-Rap rock to prevent further erosion.

2. Meadow Ranch Lane –Cleared debris and Rock from an area approximately 40'X50', reshaped the drainage area, then cleaned and flushed 3-36" culverts and replaced screened rock. Approximately 60Ton of Rock for erosion control.

3. Cranberry Road – Reconstruct 70LF of ditches, added 20Ton of Rip-Rap splash pad for erosion control on outlet end of culvert for better water run off management.

4. Foothills south of Lotsa View Lane – Removed sediment, reshaped slopes and drainage ditches on both ends of 8 culverts going

Public Works Completed Projects 2015/2016

underneath Foothills Road spreading the flow through all culverts. Installed 80Ton of Rip-Rap on the outflow end to aid in erosion.

5. East Bradshaw South of Foothills – Reconstructed drainage and rebuilt slopes along East Bradshaw that was eroding and beginning to undermine existing road. Added 60Ton of Rip-Rap for erosion control.

6. Clearview Road South of Highway 169 - Removed sediment, reshaped slopes and drainage ditches on both ends of multiple culverts going underneath Clearview Road spreading the flow through all culverts. Installed 40ton of grouted rip-rap for erosion control on the outflow end of the culverts.

7. Janet Way – #1 removed grouted rip-rap on both sides of a low water crossing, removed low water crossing, reshaped road side ditches as well as wash crossing the road, and re-paved crossing replaced rip-rap on road edges. This was done to create better flow of water into the wash.

#2 Regraded ditches and slopes of the roadway cut at the same time shifted the ditches away from the road creating a larger shoulder. Added 16Ton of rip-rap for erosion control along roadway.

b. 2015 Fall Dirt Road Grading and improvements – This year we began the implementation of the Dirt road grading and improvement plan. The following dirt roads were graded at a level 2 and then had Level 3 Material added to them in the fall of 2015.

1. Cranberry Rd - .35 miles long

2. Seminole Circle - .20 miles long

3. Agua Fria Lane - .40 miles long

4. Newtown Road from Merrill Rd to the forest boundary was rebuilt with a level 2 and level as the Towns portion of the Newtown Trailhead parking area.

Approximately 1220tons of millings were placed at an average thickness of 3” on these roads.

c. 2015 Fall Pavement Preservation – Repaired roads with 25ton of Hot Patch Material before applying the Fog coat on the roads listed in the Multi-year maintenance plan. Approximately 86796 SY of total road area was Coated.

d. 2016 Spring Chipseal Project – Repaired roads with 30ton of hot patch material before Chipsealing the roads listed in the Multiyear plan. There was approximately 78950 SY of road resurfaced with Single Chipseal.

Public Works Completed Projects 2015/2016

1. Deer Pass Road and a portion of Antelope Way were completely rebuilt prior to the Chipsealing Project. The roads had failed due to original paving over imported expansive material with very little drainage. There was approximately 1400ton of material removed and hauled off with approximately 1200 ton hauled in and placed. This was about 30% more than originally estimated. The Town had the road reshaped, drainage improvements done then prepared it for chipsealing the roads. Approximate Area Double Chipsealed is 4350 SY.

e. On Call Contract Hot Patch Repair Quantities – 65 ton This includes the start of the Old Black Canyon patching.

B. In House Work –

a. Ditches Cleaned – Approximately 18730 LF with approximately 100+ton of material removed. (Approximately 3.54 Miles or Newtown/Henderson road from Pony Place to the Forest boundary on the west side of Town.)

b. Rock Placed for erosion control – 120+/-Ton

c. Cold Patch Placed – 40+ton

d. Culverts Flushed – 31 18” Diameter average 35’ Long

e. Mowing Completed as needed – Mowed Town 3 times over the last year. Approximately 300 Miles

f. Weed eating completed as needed – Approximately 2.85 miles of Twine used over the last 12 months.

g. Shoulder work for drainage – Placed 60+ton AB where needed and graded other spots removing where needed

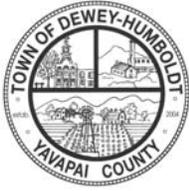
h. Signs Installed/reinstalled 16 Signs and posts throughout Town.

i. Park Cleaned - Weekly

j. Maintenance at the library – Some minor roof repairs, hanging new sign, etc.

k. Animals removed – We average 1/month. (Deer, Skunks, cats, dogs, etc)

l. Cleaned and repaired roads and low water crossings numerous times as needed after storms.



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

TOWN COUNCIL REGULAR MEETING

July 12, 2016, 2.00 p.m. Town Council Meeting Chambers

Agenda Item # 3.2 Consideration of Accountability Contract details with Dewey-Humboldt Historical Society (DHHS) and Mayer Area Meals on Wheels (MAMOW) for Town's funding support.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: July 5, 2016

Purpose: Provide direction of the council's expectations of MAMOW and DHHS as recipients of town funds in FY 16-17.

Summary:

Town Council authorized funding support to MAMOW and DHHS in FY 17 budget. MAMOW is expected to receive \$4000. DHHS is expected to receive 1) 8400/year to reimburse the museum rent; 2) \$2000 for the Aqua Fria Festival.

It is recommended that the Council enter into an accountability contract with each agency to outline your expectations of them in exchange of receiving town funds. Some examples of the expectations can be – quarterly financial report, business plan, organization strategic plan, council presentations, etc.

I have attached the contracts from previous years for these two agencies. The “expectations” are generally outlined in the scope of work section in the contract.

At this meeting, I hope to receive directions from Council to complete the contracts for the FY 17 funding support. However, the Council can direct disbursement of funds without entering into any contact.

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 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 Mayer Meals on Wheels (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 Mayer Meals on Wheels 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 (Mayer Meals on Wheels)

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.

ACCOUNTABILITY CONTRACT

This Agreement is entered into the 15th day of July, 2014 by and between the Town of Dewey-Humboldt, Arizona, an Arizona municipal corporation (hereinafter referred to as "Dewey-Humboldt") and Mayer Meals on Wheels (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 Mayer Meals on Wheels 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 Area 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. A report indicating numbers being served will be submitted to the Town quarterly.
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.

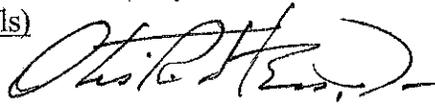
Contractor shall submit certificates of insurance acceptable to Dewey-Humboldt and warrants that such coverage(s) shall be maintained in full force and effect until Contractor is released from this Contract. Further, Dewey-Humboldt shall be named as an additional insured with respect to the services 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 (Mayer Area Meals on
Wheels)

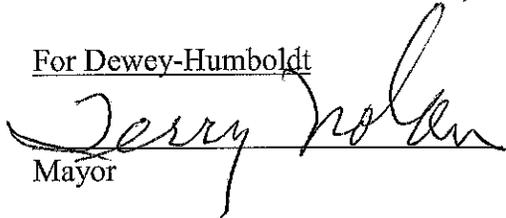


(Signature)

President

Title

For Dewey-Humboldt



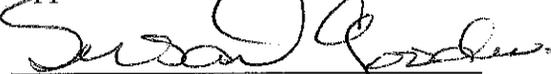
Mayor

Attest:



Town Clerk

Approved as to Form:



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

EXHIBIT A

SCOPE OF WORK

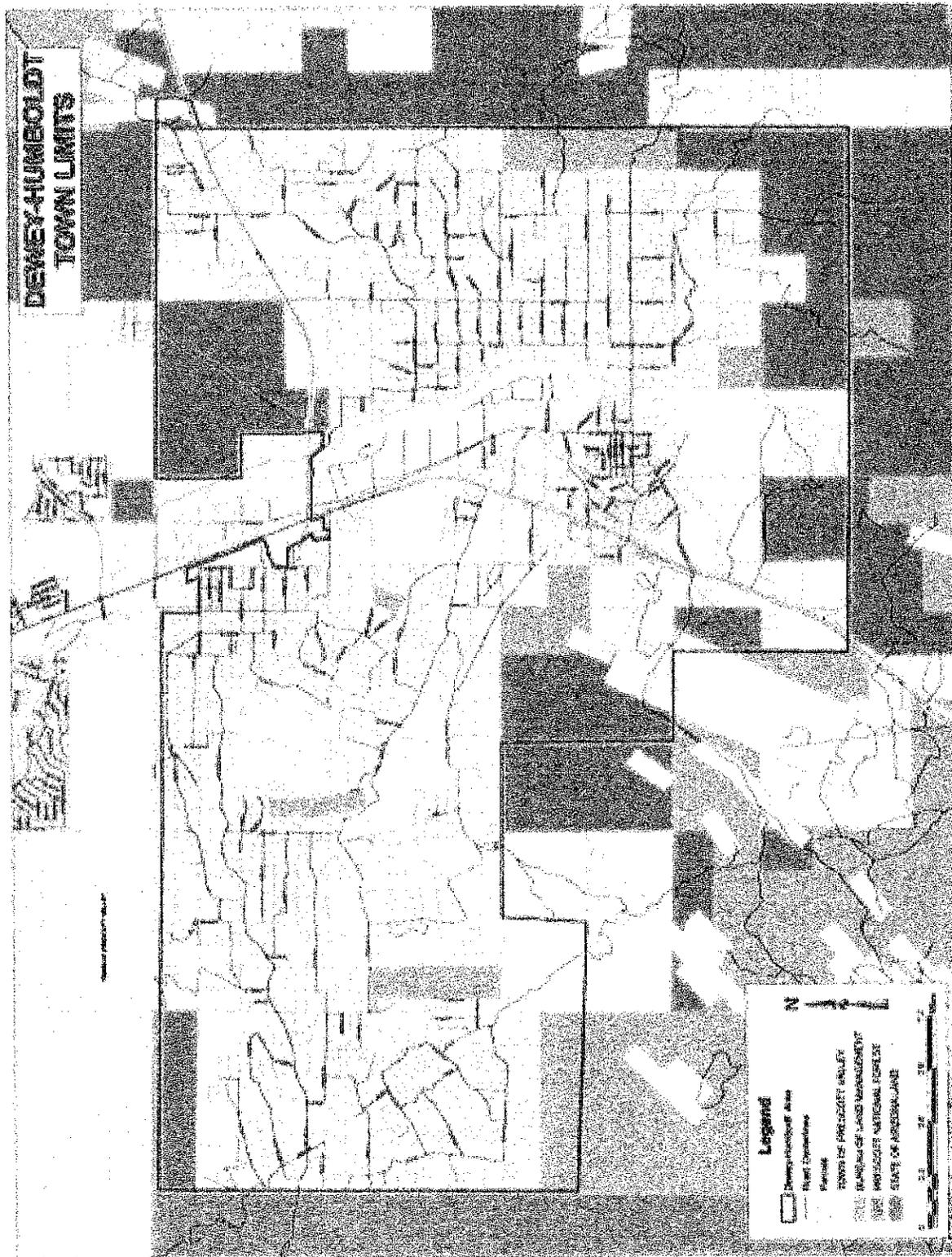
The Contractor agrees to use the funds received from Dewey-Humboldt only for the following services:

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. A town boundary map is enclosed.

The Contractor shall be in compliance of the requirements established in the current agreement between the contractor and Northern Arizona Council of Governments along with Area Agency for Aging.

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.



ACCOUNTABILITY CONTRACT

This Agreement is entered into the 16th day of June, 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.

DH HS rent FY 15-16

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)

Phillip A. Candrey
(Signature)

Board Chair
Title

For Dewey-Humboldt

Jerry Nolan
Mayor

Attest:

Shirley Morgan
Town Clerk

Approved as to Form:

Susan Goodwin
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 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 16th day of July, 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 Agua Fria Festival Committee 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 Aqua 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 for the duration of the event in October 2014.

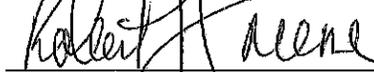
Contractor shall submit certificates of insurance acceptable to Dewey-Humboldt and warrants that such coverage(s) shall be maintained in full force and effect until Contractor is released from this Contract. Further, Dewey-Humboldt shall be named as an additional insured with respect to the services 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 (Agua Fria Festival
Committee)



(Signature) Robert J. GREENE

PRESIDENT

Title Agua Fria Festival

For Dewey-Humboldt



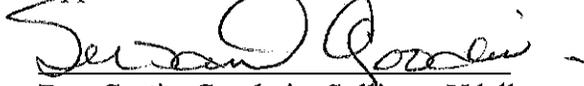
Mayor

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 Agua Fria Festival.

The Festival representatives shall obtain a Town special event permit prior to the event date.

This is a one-time contribution for the October 2014 event only.

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.



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 Regular Meeting

Date of Request: 5.18.16

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):

Reinstatement of an official Board of Adjustment for the Town of Dewey-Humboldt

Purpose and Background Information (Detail of requested action). To remove this responsibility from
electd officials and place it back where it should have remained with a separate Board.

To give direction to staff to advertise for community citizens to populate this
Board within a short timeline and move this forward with immediacy.

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: _____

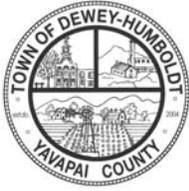
Type of Presentation: verbal

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

Contact Person: CM. 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.

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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

July 12, 2016, 2.00 p.m. Town Council Meeting Chambers

Agenda Item # 3.4. Creating an ordinance as a reference for the Private Road Transition Policy.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: July 5, 2016

Recommendation: Direct to create a reference ordinance on “private road transition policy”

Summary:

Recognizing citizens’ need of transferring private roads to the town, Council adopted Resolution 07-49 to adopt the private road transition policy. The Resolution was erroneously codified as town code Title V. Public Works, Chapter 51 Streets and Sidewalks, section 51.01 Private road transition policy. Guided by the Policy outlined by Resolution 07-49, Town Public Works Department has a packet for the private road transition requests.

Recently, this Resolution has been removed from the Code book as a result of an overall effort to remove all codified resolutions.

I recognize that “private road transition” is a known issue in our town. perhaps that was why Resolution 07-49 was codified in the first place (although unnecessarily). In order to continue recognizing the importance of this issue, I recommend the Council adopt a reference ordinance which states the intent of considering private road transition requests but refers to the Resolution or a separate document for the process. This reference ordinance will be codified into the town code along with other ordinances. Suggested paragraphs for the ordinance could be: Within the town limits there are significant sections of roadway that are privately owned and maintained. Town Council recognizes that private roadway owners may desire to have these roadways incorporated into the town-owned road system. Therefore, the Town of Dewey-Humboldt Council will consider private road transition requests made by private roadway owners so long as the requests are made in accordance with Resolution 07-49.

From an operation stand point, it is not essential for the Council to create such a reference ordinance. Council has the option of not considering the suggested ordinance. From a good governance stand point, it is recommended to have some clarity and redundancy for important policy issues in the town code.

Attachments: private road transition packet – form, resolution 07-49, public works operational policy



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

TRANSITION REQUEST FORM

Date:	Parcel #
Owner Name:	Phone #:
Mailing Address:	
Site Address:	
Road(s) submitted for Town ownership:	
Road(s) located:	

I/We the undersigned do hereby request the Town of Dewey-Humboldt, accept this letter of intent in accordance with the Town of Dewey-Humboldt Resolution No. 07-49. Private Road Transition Policy:

Our intent is as follows:

1. To work with our neighbors and gain agreement to see this process through.
2. Make application by the property owners for consideration by the Town for the transfer of ownership and maintenance responsibility, of our roads listed herein.
3. Work with the Town Staff and aid in the review of the application and identification of issues concerning the proposed roads.
4. Upon acceptance and agreement by the Town staff to submit a favorable recommendation to the Mayor and Town Council, I/we will join with our neighbors to secure and pay for a survey as required by the Town.
5. I/We will work with the Mayor and Town Council in seeking consideration and approval of our application.
6. Upon the Mayor, Town Council and all property owners, agreement: I/We will transfer ownership, responsibility of maintenance, and future improvements of all roads listed herein to the Town so as to become part of the Towns road system in accordance with Resolution No. 07-49.

Signed: _____

RESOLUTION NO. 07-49

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA, ADOPTING A POLICY AND PROCEDURE FOR THE IDENTIFICATION, TRANSFER AND MAINTENANCE OF PRIVATE RIGHT OF WAY FOR PURPOSES OF DEVELOPING THE TOWN ROAD SYSTEM.

WHEREAS, within the Town limits there are significant sections of roadway that are privately owned and maintained, and,

WHEREAS, circulation and transportation within the Town would benefit in some instances if portions of private roads became owned by the Town, and,

WHEREAS, a policy and procedure for incorporating private roads into the Town's system would assist property owners and the Town in considering requests for transfer of ownership maintenance responsibility:

NOW THEREFORE BE IT RESOLVED that the Town of Dewey-Humboldt hereby adopts the Private Road Transition Policy as follows,

Private Road Transition Policy

1. Any neighborhood or group of property owners wishing to transfer ownership and maintenance of a private road to the Town will provide a written request to the Town identifying the portion of roadway to be transferred, the names and parcel numbers of property owners adjacent to the roadway and signatures of those property owners that are indicating support of the transfer.
2. Upon receipt of the request, Town Staff will review the request and prepare a report identifying the condition, the required width, drainage considerations, connection of the proposed roadway to existing Town owned roads and other factors that may be deemed relevant to the maintenance and ownership of the roadway by the Town. The report will also identify any improvements to the roadway that may require resolution prior to being accepted for transfer of ownership.
3. Upon recommendation of the Town Staff for transition to Town ownership of the proposed roadway, each property owner will provide a survey of the proposed roadway by a registered surveyor for their parcel.
4. The proposed transfer will be placed on the next available Town Council Agenda for Public Hearing and consideration for acceptance of ownership and maintenance by the Town.

5. Upon approval by the Town Council, property owners will transfer ownership of the designated right of way to the Town and the Town will arrange for recording of modifications to each portion of parcels and property and designation of the transferred right of way as Town owned property.

6. As of the effective date of the creation of the right of way, the Town will add the right of way to its assets and begin providing standard maintenance of the roadway.

7. Future paving of the roadway may be proposed by the Town or the property owners and may be financed by formation of a Local Improvement District and/or Town resources.

EFFECTIVE DATE: This Resolution shall be effective upon passage.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Dewey-Humboldt, Yavapai County, Arizona, this 20th day of November, 2007.



Earl Goodwin, Mayor

ATTEST:

Debbie Gifford, MMC, Town Clerk

APPROVED AS TO FORM:



Kenton Jones, Town Attorney

 TOWN OF DEWEY-HUMBOLDT DEPARTMENTAL REGULATION	DR № ENG10-04
	Effective Date: April 5, 2010
Department: Engineering	
Subject: <i>Private-to-Public Procedures</i>	

1. **Purpose.** The purpose of this Regulation is to implement Town Code § 92.01.
2. **Scope.** Town Code § 92.01 establishes a policy and minimum criteria relating to the acquisition and maintenance of private streets. Any private street proposed for acquisition and maintenance by the Town shall be in accordance with the policy and criteria as set forth in Town Code § 92.01.
3. **Procedures for Acceptance of Existing Private Streets for Public Ownership.**
 - 3.1. In order to be considered, a street owner or property owner’s association shall make an application to the Town Engineer on an application form provided by the Engineering Department.
 - 3.2. The Town Engineer shall review any complete application submitted by the street owners or property owner’s association. The Town Engineer shall prepare a written inspection report of the street and Rights-of-Way proposed for dedication and the accompanying map. He shall determine if any design, construction or maintenance deficiencies exist that would result in an unacceptable assumption of liability or cost on the part of the Town. This report may recommend corrective action items to be accomplished by the existing owners as a condition of acceptance. This may include removal of all buildings, steps, walls or other structures not functionally part of the traveled way or of drainage facilities. The Town Engineer shall make a written recommendation to the Council regarding the offer of dedication and acceptance by the Town.
 - 3.3. The Council shall consider the Town Engineer’s recommendation and determine to accept or reject the offer of dedication. The Council may attach any additional conditions they deem necessary to their acceptance.
 - 3.4. Subsequent to an acceptable and favorable application as determined by the Mayor and Town Council, the applicant shall submit the following items:
 - 3.4.1. An ALTA/ACSM Land Title Survey and legal description of the proposed Rights-of-Way prepared shall be stamped by a registered land surveyor licensed by the State of Arizona. The ALTA/ACSM shall conform to 2005 Minimum Standards Detail Requirements For ALTA/ACSM Land Title Survey Land Title Surveys, as adopted by American Land Title Association and National Society of Professional Surveyors, and all subsequent revisions. The map shall include the street, Rights-of-Way and all adjacent lots or parcels and shall also include the following:
 - 3.4.1.1. A scale (written and bar graph), north point and date of preparation, including dates of any subsequent revision;
 - 3.4.1.2. Boundary lines and vicinity map;
 - 3.4.1.3. Names, locations and widths of adjacent streets, roads, highways and ways;

3.4.1.4. The width and location of all existing or proposed easements for special purposes which are contained within or adjacent to the proposed Rights-of-Way to be dedicated, such easements for the purposes of drainage, sewers, utilities, flood control or access;

3.4.1.5. Locations, elevations and size of culverts and storm drains and detention facilities;

3.4.1.6. Location of all existing or proposed structures, walls, fences, irrigation ditches, water wells, pipelines and other physical features within or adjacent to proposed Rights-of-Way. The map shall indicate which improvements are to remain, be altered or removed.

3.4.2. A fee simple title to the entire Rights-of-Way for the street conveyed by the street owner or property owner's association. The Rights-of-Way shall be of sufficient width to accommodate requirements set forth by the Town.

3.4.3. Documentation acceptable to the Town Attorney that the street owners or property owner's association have legal authority to convey the Rights-of-Way to the Town.

3.5. If directed by the Council, the Town Engineer shall sign the map indicating Town acceptance of the dedication. The Town Clerk shall record the accepted new street with the necessary documentation with the appropriate county recorder's office.

TOWN MANAGER APPROVAL	Initial: _____
Notes: _____	

S:\Legal Counsel laws and regulations\Departmental Regulations\Engineering\FINAL ENG10-04 Private to Public Policy 20100405.doc

Agenda Item 4.1.

Mayor Nolan 6/27 8AM)

- ✦ Unfinished business: To accept or reject the results of the citizen survey as presented to council. [CAARF requested by CM Repan (6/27-8 AM)]

July 7, 2016 Planning and Zoning

- ✦ Continuation of historic district assignment review
- ✦ General Plan review

July 12, 2016 Work Session Council

- ✦ PW report
- ✦ Accountability contracts details with DHHS and MAMoW
- ✦ Board of Adjustment reinstatement mechanism (directed at the June 7 meeting)
- ~~✦ Follow up on citizen survey (by Alex Wright, Yavapai College Economic Development)~~
- ✦ Private road transaction policy –charging ordinance?

July 19, 2016 Regular Council

- ✦ FY16-17 Budget public adoption, public hearing.
- ✦ Continued discussion on 12925 E. Main St. (continued from June 7th meeting)
- ✦ Permit report (FY 15-16) –Don Roberts
- ✦ CM Repan CARF –accepting /reject the results of citizen survey (continued from the July 5 meeting)
- ✦

August 2, 2016 Regular Council

- ✦ 4/1 – 6/30/2016 financial statement report (Deni)
- ✦ Flood control IGA

August 4, 2016 Planning and Zoning

- ✦ General Plan Review
- ✦ Continuation of historic district assignment review

August 9, 2016 Work Session Council

- ✦ Code enforcement presentation (Steven)
- ✦ ROW abonnement (Ed – Hanbrick property)
- ✦ EPA response to McCain letter discussion –two CARFs (continuation from the 7/5 meeting)
- ✦ Ethics Hearing process (Cathy Kelley confirmed her attendance by email - JM 6/28/16)

August 16, 2016 Regular Council

- ✦ public safety quarterly updates – judy please confirm

September 6, 2016 Regular Council

- ✦ tbd

September 8, 2016 Planning and Zoning

Items contained within are tentative in nature. Official meeting agendas are subject to changes without further notices and will be published according to the Open Meeting Law and other applicable codes and regulations.

- ✦ Review of Zoning Code

September 13, 2016 Work Session Council (evening)

- ✦ Continuation from the June 21st discussion animal related Chapter 153. Zoning regulations ordinance – P&Z recommendation regarding
- ✦ “household” pet definition
- ✦ Proposed abatement ordinance background and detailed review

September 20, 2016 Regular Council

- ✦ tbd

October 4, 2016 Regular Council

- ✦ 200 strip annexation hearing ...

October 6, 2016 Planning and Zoning

- ✦ Review of Zoning Code

October 11, 2016 Work Session Council

- ✦ 7/1 – 9/30/2016 finance report
- ✦ Municipal bill of rights presentation (Steven)
- ✦ Improve water quality “solution” grant implementation details council endorsement (if not sooner; Feb. cut off date)

October 18, 2016 Regular Council

- ✦ tbd

November 1, 2016 Regular Council

- ✦ UA superfund research program 2nd annual update in 2016 (alternate – Nov. 15)

November 3, 2016 Planning and Zoning

- ✦ Review of Zoning Code

November 8, 2016 Work Session Council

- ✦ tbd

November 15, 2016 Regular Council

- ✦ quarterly public safety reports – judy please confirm with presenters

December 6, 2016 Regular Council

- ✦ 5 year service presentation – Yvonne

December 8, 2016 Planning and Zoning

- ✦ Review of Zoning Code

December 13, 2016 Work Session Council

Items contained within are tentative in nature. Official meeting agendas are subject to changes without further notices and will be published according to the Open Meeting Law and other applicable codes and regulations.