

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

Tuesday, April 4, 2017, 6:30 P.M.

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

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

AGENDA

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

1. Call To Order.

2. Opening Ceremonies.

2.1. Pledge of Allegiance.

2.2. Invocation.

3. Roll Call. Town Council Members Jack Hamilton, John Hughes, Amy Timmons, Doug Treadway, Victoria Wendt; Vice Mayor Mark McBrady; and Mayor Terry Nolan.

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

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

4.1. Mayer Area Meals on Wheels second bi-annual presentation.

4.2. Environmental Protection Agency (EPA) Update on general work on the superfund site and residential cleanup.

4.3. Fair Housing 2017 Proclamation.

5. Town Manager's Report. Update on Current Events. No legal actions can be taken. Council may ask town staff to review an operational matter at this time, or may ask that a matter be put on a future agenda for actions or further discussion. Possible matters and projects are related to Town general administration, Finance, Public Works, Community Development.

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.

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

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

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9.1. **Intergovernmental Agreement with Yavapai County Sheriff's Office.** Possible acceptance, rejection or modification.

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9.2. **Ordinance 17-134 repealing Town Code Title III, Chapter 35, Code of Ethics and Conduct.** [As directed by Council at the March 21st meeting]

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9.3. **Council approval to allow Firewise Board representative, Bob Baker, to make a presentation requesting Council's letter of support to initiate a potential partnership with the BLM regarding a connection right-of-way on the BLM land to provide a possible emergency access for the Blue Hills area.** [CAARF requested from CM Wendt]

10. Public Hearing Agenda.

THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.

11. Adjourn.

For Your Information:

Next Town Council Meeting: Tuesday, April 18, 2017, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, April 6, 2017, at 6:00 p.m.

Next Town Council Work Session: Tuesday, April 11, 2017, at 6:30 p.m. (NOTE: change in time)

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 _____, 2017, 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.

Fair Housing Proclamation

WHEREAS, The National Fair Housing Law of 1986, as amended by the Fair Housing Amendments Act of 1988 prohibits discrimination in housing and declares it a national policy to provide within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy but a fundamental human concept and entitlement for all Americans; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States;

NOW THEREFORE, I, Mayor Terry Nolan, do proclaim April as Fair Housing Month in the Town of Dewey-Humboldt and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.

In Witness Whereof, I have hereunto set my hand this 4th day of April 2017.

*Mayor Terry Nolan
Town of Dewey-Humboldt*

*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

April 4, 2017 – 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 9.1 YCSO IGA.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: March 28, 2017

Recommendation: Approve the Yavapai County Sheriff's Office (YCSO) Intergovernmental Agreement (IGA).

Summary:

Town's public safety services are provided by the Yavapai County Sheriff's Office. The Town enters into an Intergovernmental Agreement (IGA) annually to enable the services.

For FY 17-18's services, the level of services remain the same. A detail of the services provided is attached along with the IGA. This year's IGA saw a larger increase than previous years. It is my understanding that the increase was due to significant increases in compensation and benefits for YCSO personnel. The total service fee is \$415,912. (Last year was \$392,370).

The initial request was much higher than \$415,912. YCSO and I have had numerous discussions and this IGA before the Council is a result of our discussions and our mutual efforts to sustain the partnership between YCSO and the Town. The Town Attorney has also reviewed the IGA and has no legal concerns.

Staff recommends acceptance of the IGA.



YAVAPAI COUNTY SHERIFF'S OFFICE

COMMUNITY SERVICES CONTRACT

FOR THE TOWN OF DEWEY-HUMBOLDT

2017-2018

The Town of Dewey-Humboldt has had law enforcement services provided by the Yavapai County Sheriff's Office since its incorporation in 2004. This Community Focused partnership with Regional Assets from the Sheriff's Office has helped keep the crime rate of Dewey-Humboldt one of the lowest in Yavapai County.

The contract amount for 2017-2018 is \$415,912

The agreement continues the existing level of service which is described as follows:

Patrol:

There will be at least one deputy in Town from 6:00 a.m. until 2:00 a.m. every day and a nearby deputy to respond to calls between 2:00 a.m. and 6:00 a.m. each day. Backup officers are assigned to cover times when Deputies are sick, in training, or in court, and to cover when vacancies occur. Backup officers are also dispatched whenever a crime in progress is reported, which includes domestic violence calls, and most Part 1 Crimes.

Animal Control:

Animal Control Officers are on-call daily to enforce the Town's Animal Control Ordinance, as well as all state laws dealing with animal cruelty and neglect. The Sheriff's Office also funds shelter services provided by the Yavapai Humane Society.

Criminal Investigations Bureau:

Major crimes such as part one crimes or acts necessitating specialized training are investigated by detectives trained in the various crime types such as crimes against children, burglary, robbery, drug dealing, sex offenses, homicide, and arson. The property and evidence unit within CIB maintains secure storage, control, disposition and security of evidence and seized property.



YAVAPAI COUNTY SHERIFF'S OFFICE

Support Services:

Yavapai County Sheriff's Office support services provides around the clock dispatch services for calls from citizens including 911 referrals to all emergency services, which includes the most modern Computer Aided Dispatch programs. Records are maintained, reviewed, retrieved and disseminated for incidents, arrests & traffic violations, which includes all mandated federal reporting.

Management services:

A designated law enforcement manager is responsible for overall supervision and policy administration 24 hours per day, seven days a week.

The Sheriff's Office conducts recruiting, extensive background investigations, and training of all new officers while maintaining staffing levels within the Town of Dewey Humboldt. This is a 9 month process from the time a person is hired until they are certified and able to patrol on their own. Supervision of all Deputies is provided by Sergeants on each shift 24 hours a day.

Backup vehicles are used whenever service or repair takes a vehicle out of service, and vehicles are replaced when circumstances dictate. Volunteer services are included, which provide business security checks, residential vacation checks, search and rescue, prisoner transports, and school security.

Specialized area-wide services:

SWAT, Child Abduction Response Team, Search and Rescue, and Partners Against Narcotics Trafficking services are available as needed by the Town.

2017-18 Change resulting in an increase of \$23,542 (+6.00%)

\$20,820	Personnel Benefits Increase
\$ 3,123	Support Services Increase
\$ [401]	Vehicle cost decrease
<hr/>	
\$23,542	



YAVAPAI COUNTY SHERIFF'S OFFICE

Attachment 3

Town of Dewey-Humboldt Fiscal year 2017-2018

Annual Personnel Costs \$343,812

\$55,224	Average Deputy Salary (63-16)
\$43,008	Employee Benefits
\$98,232	Total Salary + Benefits

Annual vehicle Costs \$42,961

2017/2018 \$.535 (IRS rate as of Jan 2017)/mile (includes fuel cost/maintenance/depreciation)
 \$0.535/mile x 110 miles/shift (2) x 365 days/year = \$42,961
\$42,961 Total Annual Vehicle Cost

Support Services Costs \$48,646
 Costs based on 15% of personnel costs

Budget Cost Summary

Personnel Costs

YCSO is contracted to dedicate 1 Deputy Sheriff to the Town of Dewey-Humboldt for 20 hours per day between the hours of 6:00 AM and 2:00 AM daily.
 20 hrs/day x 7 days/week = 140 hours/week

140hrs / wk
 ===== 3.5 deputies \$19,507.00 discount
 40hrs / deputy / wk
\$98,232 x 3.5 deputies = \$343,812 - \$19,507 = 324,305

- **Vehicle Costs**
 \$0.535/mile x 110 miles/shift (2) x 365 days/year = **\$42,961 IRS rate decreased**
- **Support Services Costs**
 15% of Salaries
 \$324,305 x 15% = **\$48,646**
- **Total Budget Cost FY 2017/2018**

\$324,305 + \$42,961+ \$48,646 =\$415,912 (+6.00%)

INTERGOVERNMENTAL AGREEMENT
TOWN OF DEWEY-HUMBOLDT/YAVAPAI COUNTY
LAW ENFORCEMENT SERVICES

This Agreement is entered into this ____ day of _____ 2017, by and between the Town of Dewey-Humboldt, an Arizona municipal corporation (hereinafter the "Town"), and Yavapai County, a political subdivision of the State of Arizona (hereinafter the "County").

RECITALS

WHEREAS, the County, through the Yavapai County Sheriff's Office (hereinafter, the "Sheriff's Office"), provides law enforcement services in the unincorporated areas of Yavapai County, including the areas surrounding the corporate boundaries of the Town;

WHEREAS, the Town wishes to provide for enhanced law enforcement services in order to protect persons and property within its municipal boundaries;

WHEREAS, the parties have determined that an Agreement whereby the Sheriff's Office provides enhanced law enforcement services within the Town's corporate limits will allow the Town to better protect persons and property within its municipal boundaries in a cost-effective manner; and

WHEREAS, the parties are authorized pursuant to ARS §11-952 to enter into agreements for joint or cooperative action:

NOW, THEREFORE, the parties agree as follows.

1. Enhanced Law Enforcement Services. For the consideration to be paid by the Town as specified herein, the County, through its Sheriff's Office, agrees to the following:
 - a. To continue providing three and one half (3.5) full-time Deputy Sheriff positions during the initial term of this Agreement for the purpose of providing the enhanced law enforcement services as described herein.
 - b. To assign an additional patrol officer position to Sheriff's Patrol Sector 1 (as identified in Attachment 1 to this Agreement) on a daily basis during the 6 A.M. – 4 P.M. shift and the 4 P.M. – 2 A.M. shift to respond to calls originating from within the Town's corporate limits.
 - c. To assign a patrol officer position within the area constituting Sheriff's Patrol Sectors 1, 2, and 3 (as identified in Attachment 1 to this Agreement) as needed on a daily basis between the hours of 2 A.M. and 6 A.M. to respond to calls originating from within the Town's corporate limits.
 - d. To provide the subject services in accord with the additional terms and conditions as specified in Attachment 2 to this Agreement.
 - e. To be responsible, except as expressly provided herein, for all payment of all costs of providing enhanced law enforcement services pursuant to this Agreement including, but not limited to cost for personnel salaries benefits, support services, capital equipment and facilities, supplies and vehicle operating costs.

2. Enhanced Service Standards. With respect to the County's obligation to provide enhanced law enforcement services pursuant to this Agreement, the parties understand and agree:
 - a. That the County's obligation to provide enhanced law enforcement services is expressly limited to the continuation of the Deputy positions, the deployment of personnel in the manner provided herein subject to the additional terms and conditions as set forth in Attachment 2 to this Agreement. In the event the services described in Paragraph 1 of this Agreement are reduced due to failure to continue the all or some of the Deputy positions, the compensation set forth in this Agreement shall be proportionately reduced.
 - b. That, by agreeing to provide enhanced law enforcement services, the County does not warrant or guarantee a specific response time for calls originating from within the Town's corporate limits.
 - c. That officers assigned to patrol sectors pursuant to this Agreement may, at times, be required to respond to higher-priority calls originating outside the Town's corporate limits and may, under those circumstances, be required to delay response to calls originating from within the Town's corporate limits.
3. Payment for Enhanced Services. In consideration for the County's agreement to provide enhanced law enforcement services as described herein and the Ancillary and Support Services as set forth in Attachment 2, the Town agrees to pay the annual sum of Four Hundred Fifteen thousand, Nine hundred and Twelve dollars (\$415,912) (the "Payment"). Payment shall be made in twelve (12) equal installments of Thirty-Four Thousand Six Hundred Fifty-Nine Dollars and Thirty-Three Cents (\$34,659.33) with each installment to be due and payable no later than the fifth (5th) day of each month during the effective term of this Agreement.
4. Local Facilities. The Town shall provide space within or near Town offices that will allow Sheriff's personnel to prepare and file reports, maintain records as needed and to meet as required with citizens and Town staff.
5. Term of Agreement; Records. The term of this agreement shall commence on July 1, 2017 and shall terminate on June 30, 2018. Both parties will have access to the other party's records with respect to this Agreement for the period of three (3) years following the termination of this Agreement.
6. Indemnification and Insurance. 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 or as a result of bodily injury of any person (including death) or property damage, but only 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. The obligations under this Paragraph 6 shall survive the termination of this Agreement.

County shall maintain such insurance and designate Town as an additional insured with a minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for personal injury and one million (\$1,000,000) per occurrence/aggregate for property damage as will protect it and the Town from claims set

forth below which may arise out of or result from County's operations under this Agreement, whether such operations be by itself or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable. Certificates of insurance acceptable to Town and designating the Town of Dewey-Humboldt as an additional insured shall be filed with Town prior to commencement of this Agreement. The certificate shall contain a provision that coverage is supported and that the policies will not expire, be cancelled or changed during the term of this Agreement. Such insurance shall cover:

- a. Claims for damages because of bodily injury, occupational sickness or disease or death of its employees;
 - b. Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
 - c. Claims for damages insured by usual personal injury liability insurance which are sustained (1) by any person as a result of any offense whether directly or indirectly related to the employment of such person by County or (2) by any other person;
 - d. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
 - e. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. Severability. The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.
 8. Applicable Law. The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona.
 9. Termination for Breach. In the event of a breach of any term or condition of this Agreement by either Party, the Party claiming breach shall provide written notice to the other Party said notice setting forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) days of receipt of notice, the Party claiming breach may terminate this Agreement without further notice.
 10. Disputes; Trial by Court. The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.
 11. Disputes; Attorney Fees. The Parties expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of

attorney's fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

12. Entire Agreement. This Intergovernmental Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and it may only be amended, modified or waived by a written instrument signed by the authorized agents or the parties hereto.
13. Notices. Notices relating to this Intergovernmental Agreement shall be deemed to have been delivered upon personal delivery, or as of the second business day after mailing by United States postage prepaid, addressed as follows:

Dewey-Humboldt: Town of Dewey-Humboldt
 Town Manager
 P.O. Box 69
 Humboldt, AZ 86329

Yavapai County: Yavapai County
 County Administrator
 1015 Fair Street
 Prescott, AZ 86305

With copy to: Yavapai County Sheriff
 255 East Gurley Street
 Prescott, AZ 86301

These addresses may be changed by either party by giving notice in writing. Such changes shall be deemed to have been effectively noticed five (5) calendar days after being mailed to each party by the party changing the address.

14. Conflict of Interest. This Agreement is subject to the ARS §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.
15. Employees. The employees of one party hereto will not for any reason be considered employees of the other party.
16. Disposition of shared assets. Upon termination of this Agreement, any personal property acquired pursuant to this Agreement will become the property of the County, and any real property acquired pursuant to this Agreement will become the property of the Town.
17. Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, the parties hereby warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). The parties further warrant that after hiring an employee, they verify the employment eligibility of the employee through the E-Verify program. If the parties use any subcontractor in performance of the enhanced law enforcement 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 Agreement that is subject to penalties up to and including termination of the Contract.

18. Worker's Comp Indemnity Provision. For purposes of workers' compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this specific intergovernmental agreement, 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 jurisdictional boundaries he is then working, as provided in 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.

APPROVALS

YAVAPAI COUNTY

TOWN OF DEWEY-HUMBOLDT

Thomas Thurman, Chairman of the Board
Date: _____

Terry Nolan, Mayor
Date: _____

ATTEST:

ATTEST:

Kim Kapin, Clerk of the Board
Date: _____

Judy Morgan, Town Clerk
Date: _____

ACCEPTANCE AND CONCURRENCE:

Scott Mascher, Sheriff
Date: _____

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

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Dewey-Humboldt, who has determined that the agreement is in proper form and is within the powers and authority under the laws of this State to the Town of Dewey-Humboldt.

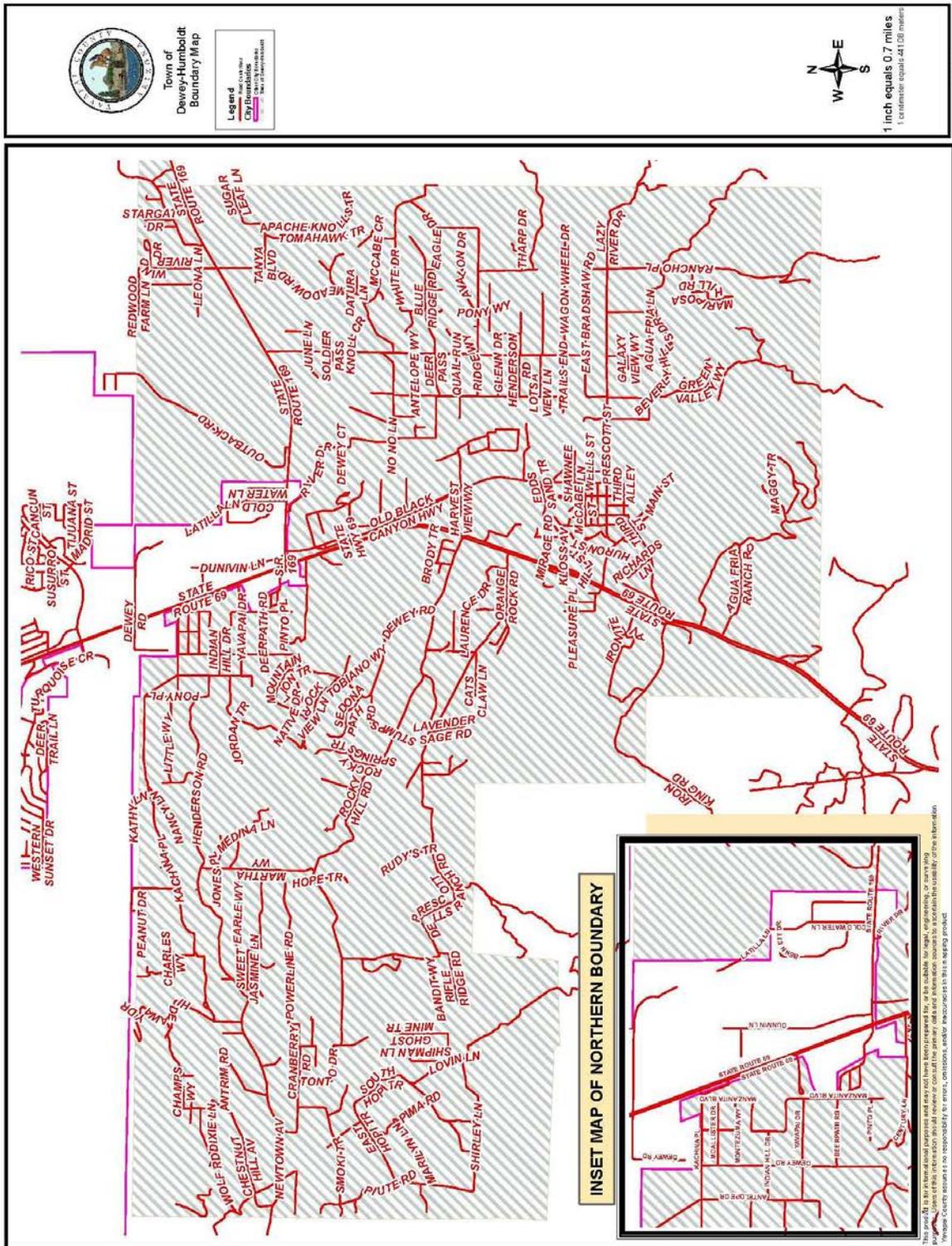
Deputy County Attorney

Susan Goodwin, Town Attorney

D/H SO IGA FY2017-18

ATTACHMENT 1

Yavapai County Sheriff's Office -Patrol Zone Map



DEWEY-HUMBOLDT/YAVAPAI COUNTY IGA
SCOPE OF SERVICE

1. Ancillary Services.

In addition to the Sheriff's Patrol Services as specified in Section 1 of this Agreement, the County through the Yavapai County Sheriff's Office shall provide the following ancillary services:

- Canine unit
- SWAT team
- Mobile command post availability
- Animal Control Services
- Humane Society contracts
- VIP volunteer services
- Organizing Neighborhood Watch groups and conducting periodic Neighborhood Watch meetings.
- Organize Business Watch groups
- Perform security inspections for residences and businesses
- Facilitate "Community Advisory Partnership" meetings
- Organize or participate in community events with public safety displays or demonstrations to educate on drug awareness, burglary and theft prevention, personal safety and others.

It is understood that the specified ancillary services shall be provided at the levels which have been provided to Sheriff's Office Patrol Area 1 prior to the execution of this Agreement and are not subject to enhancement unless expressly provided herein.

2. Support Services.

In addition to the Sheriff's Patrol Service and Ancillary Services as provided in this Agreement or attachments thereto, the County, through the Yavapai County Sheriff's Office shall provide the following support services as needed to support the Patrol and Ancillary Services at the levels specified herein:

- Sergeant supervision
- Crime investigations
- Dispatch services.
- Clerical services and supplies
- Patrol vehicles to include payment of all costs of operation.

Town of Dewey-Humboldt
Fiscal year 2017-2018

Annual Personnel Costs \$343,812

\$55,224 Average Deputy Salary (63-16)
\$43,008 Employee Benefits
\$98,232 Total Salary + Benefits

Annual vehicle Costs \$42,961

2017/2018 \$.535(IRS rate as of Jan 2017/mile (includes fuel cost/maintenance/depreciation)
\$0.535/mile x 110 miles/shift (2) x 365 days/year = \$42,961
\$42,961 Total Annual Vehicle Cost

Support Services Costs \$48,646 Costs based on 15% of personnel costs

Budget Cost Summary

□ Personnel Costs

YCSO is contracted to dedicate 1 Deputy Sheriff to the Town of Dewey-Humboldt for 20 hours per day between the hours of 6:00 AM and 2:00 AM daily.

20 hrs/day x 7 days/week = 140 hours/week

140hrs / wk

===== 3.5 deputies \$19,507- Discount

40hrs / deputy / wk

\$98,231 x 3.5 deputies = \$343,812 - \$19,507 = 324,305

□ Vehicle Costs

\$0.535mile x 110 miles/shift (2) x 365 days/year = \$42,961

□ Support Services Costs

15% of Salaries

\$343,812 x 15% = \$48,646

□ Total Budget Cost FY 2017/2018

\$324,305 + \$42,961+ \$48,646 = \$415,912

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ORDINANCE No. 17-134
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 III ADMINISTRATION, BY REPEALING CHAPTER 35 CODE OF ETHICS AND CONDUCT IN ITS ENTIRETY.

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 III Administration, Chapter 35 Code of Ethics and Conduct is hereby repealed in its entirety.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, this ____ day of _____, 2017, by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this ____ day of _____, 2017.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

APPROVED AS TO FORM:

Gust Rosenfeld, PLC
Town Attorneys
By Susan D. Goodwin

I, JUDY MORGAN, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. _____ ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA ON THE ____ DAY OF _____, 2017, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 2017.

Judy Morgan, Town Clerk

(March 27, 2017 CARRF)

Purpose and Background Information:

To improve the means of emergency access in Blue Hills area, it has been identified a BLM property connecting Prescott Dells Ranch Rd. and the upper Blue Hills area. It would be in the interest of both the Town and the BLM to construct a connector ROW through the property. Hence, I am requesting Council to hear the Firewise Board request for Council to provide support to initiate a partnership with the BLM and upon the presentation, I request the Council to consider directing staff to issue a letter to initiate the partnership with the BLM. Mr. Baker, representing the BlueHills/ Foothills Firewise Board, wishes to make a presentation updating Council of discussion between the BLM and the Firewise Board and also requesting a letter of support from the council to initiate further discussion with the BLM and perhaps other agencies who are willing to support our effort to come up with an alternate emergency route for the BlueHills area. I am in supportive of the Firewise Board's request.



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

Town Council Presentation Request Form

Requests to make a formal Town Council presentation must be approved by the Town Council as a whole at a council meeting. The request form is used to accompany a council member's Council Agenda Request Form (CARF) which would sponsor the presentation request. The Form must be submitted at least four weeks to the sponsoring council member prior to the requested Town Council meeting date. The CARF will be discussed at a council meeting for the Council to determine whether to approve the presentation request. The Town Council meets every first and third Tuesday of the month at 6:30 p.m. for regular sessions. The Council also meets every second Tuesday of the month at 2:00 p.m. for study sessions. The Town Council attempts to limit the length of individual presentations to 30 minutes unless the Council votes to extend that time. If any special equipment is requested, please notify the Town Clerk no less than 72 hours before the Council meeting.

Nature and Description of Presentation (Please note that this form does not apply to commendation and /or proclamation presentations, and individuals who wish to speak at the Comments from the public item on an agenda):

The BlueHills/Foothills FireWise Board shares the council and the Community's concern about the lack of additional emergency ingress/egress in the Blue Hills area. It has been identified a BLM property connecting Prescott Dells Ranch Rd. and the upper Blue Hills area. Mr. Baker will update the Council of the discussion the Firewise Board had with the BLM and also seek Council support of the partnership.

Please describe the number of participants, any audio or visual equipment that you will set up and utilize, and how long you will require to set up your equipment.

a PowerPoint presentation

Individual, agency, and/or organization attending Town Council meeting:

Name: Bob Baker/Firewise Board representative. Phone: 801-631-8058

Council Meeting Date Requested: April 18; alternate date: next available

Requested by:

Name: CM Wendt sponsoring Mr. Baker/Firewise Board representative. Phone: 801-631-8058

Address: _____ Email: cm.wednt@dhaz.gov _____

If you have any questions about the application process, please contact the Town Clerk's Office at (928) 632-7362. Please return this form to the sponsoring council member, Dewey- Humboldt Town Hall, 2735 S. Highway 69, P.O. Box 69, Humboldt, AZ 86329, by fax to (928) 632-7365 or by email to the council member (Town Council contact information can be found at www.dhaz.gov/contacts).

For Town Clerk Office Use Only:

Date requested received <u>3/27/17</u>	Sponsoring Council Member <u>CM Wendt</u>
Approved by Council at _____ meeting (Mayor Initial _____)	
Not Approved _____	Applicant Notified and Notes: _____



Mayor Terry Nolan &
Town Council

March 25, 2017

Dear Mayor Nolan:

The Blue Hills/Foothills Firewise Community, received its certification in January 2017, and that is due in no small part to the assistance provided by yourself and the Town Council.

On April 19, 2016, the Firewise Community as part of the requirements to achieve the certification had Wildland Fire Risk and Hazard Severity Assessments conducted by staff from the Central Arizona Fire and Medical Authority (CAFAM) on both the Blue Hills and Foothills areas separately (see attached). As can be seen the Assessments arrived at overall Hazard Assessment ratings for each area based on a number of criteria, including:

- Means of Access
- Vegetation (Fuel Models)
- Topography
- Roofing Assembly
- Building Construction
- Available Fire Protection
- Placement of Gas and Electric Utilities

The Assessment of the Blue Hills area resulted in an overall Hazard Assessment of 115, which is over the 70-112 points that would rate it as Extreme Hazard.

One of the factors that contributed heavily to this score was the Means of Access, which, in this area is limited to "One road in/out", being Kachina/Henderson/Newtown.

The Firewise Board, has become increasingly concerned about the lack of additional emergency ingress/egress in the Blue Hills area, and we understand the Council shares that concern. The Firewise Board has identified, as has the Town the most likely route alignment for this to be along the Prescott Dells Ranch Rd. east from SR 69 into the Blue Hills area. In order to connect Prescott Dells Ranch Rd. to the southernmost part of the Blue Hills will likely necessitate a crossing through land under the management of the Bureau of Land Management (BLM) known as Assessor's Parcel Number (APN) 800-05-002P (see attached parcel map).

The Town of Dewey-Humboldt, in their 2009 General Plan adopted a circulation plan that includes "Potential Alternative Connector Corridors (see attached). One of the corridors identified crosses that portion of BLM land in the Blue Hills area of the Town.

The Firewise Board, at its' March meeting discussed this issue with Fritz Mueller, Fire Management Officer for the Phoenix District of BLM. Mr. Mueller suggested that the Firewise Board should make their desire for a crossing at this location known to Rem Hawes, the District Field Manager for the Hassayampa Field Office of BLM, by writing him a letter.

The Firewise Board supports the Council in requesting a dialogue with BLM over this issue. The Council could direct staff to proceed to develop a letter from Council to Mr. Hawes seeking a meeting to discuss the prospects and procedures for attempting to gain approval for the connection through the BLM tract and include the support of the Blue Hills/Foothills Firewise Board, Central Arizona Fire and Medical Authority (CAFMA) and Yavapai County Emergency Management, Arizona State Forestry and Prescott National Forest.

The Firewise Board, recognizing the critical importance of this connection and the completion of a secondary emergency ingress/egress from the Blue Hills, is willing therefore, in order to gain Council support, to provide a presentation on this request, to the Council at a meeting at their earliest convenience.

Sincerely,

Robert Baker
Blue Hills/Foothills Firewise Board

Town of Dewey-Humboldt Road Inventory



Yavapai Communities Wildfire Protection Plan (CWPP)

WILDLAND FIRE RISK AND HAZARD SEVERITY ASSESSMENT FORM

Date: 4/19/16
 Subdivision/Neighborhood name: Blue Hills
 Jurisdiction: CYFD
 Assessor: Andie Smith

Assign a value to the most appropriate element in each category and place the number of points in the column in the right.

Element	Points
A. Means of Access	
1. Ingress and egress	
a. Two or more roads in/out	0 <u> </u>
b. One road in/out	7 <u> ✓ </u>
2. Road Width	
a. ≥ 24ft	0 <u> ✓ </u>
b. ≥ 20ft and < 24ft	2 <u> </u>
c. < 20 ft	4 <u> </u>
3. All-season road condition	
a. Surfaced road, grade < 5%	0 <u> </u>
b. Surfaced road, grade > 5%	2 <u> ✓ </u>
c. Non-surfaced road, grade < 5%	2 <u> </u>
d. Non-surfaced road, grade > 5%	5 <u> </u>
e. Other than all-season	7 <u> </u>
4. Fire Service Access	
a. ≤ 300ft with turnaround	0 <u> </u>
b. > 300ft with turnaround	2 <u> ✓ </u>
c. < 300ft with no turnaround	4 <u> </u>
d. ≥ 300ft with no turnaround	5 <u> </u>
5. Street Signs	
a. Present [4 in. in size and reflectorized]	0 <u> ✓ </u>
b. Not present	5 <u> </u>
B. Vegetation (Fuel Models)	
1. Characteristics of predominate vegetation within 300ft	
a. Light (e.g., grasses, forbs, sawgrasses, and tundra) NFDRS Fuel Models A, C, L, N, S, and T	5 <u> </u>
b. Medium (e.g., light brush and small trees) NFDRS Fuel Models D, E, F, H, P, Q, and U	10 <u> ✓ </u>
c. Heavy (e.g., dense brush, timber, and hardwoods) NFDRS Fuel Models (e.g., B, G, and O)	20 <u> </u>
d. Slash (e.g., timber harvesting residue) NFDRS Fuel models J, K, and L	25 <u> </u>
2. Defensible Space	
a. More than 100ft of vegetation treatment from the structure(s)	1 <u> </u>
b. 71ft to 100ft of vegetation treatment from the structure(s)	3 <u> </u>
c. 30ft to 70 ft of vegetation treatment from the structure(s)	10 <u> ✓ </u>
d. < 30ft of vegetation treatment from the structure(s)	25 <u> </u>
C. Topography Within 91.4m (300ft) of Structure(s)	
1. Slope < 9%	1 <u> </u>
2. Slope 10% to 20%	4 <u> </u>
3. Slope 21% to 30%	7 <u> </u>
4. Slope 31% to 40%	8 <u> ✓ </u>
5. Slope > 41%	10 <u> </u>

Element

Points

D. Additional Rating Factors (rate all that apply)

- 1. Topographical features that adversely affect wildland fire behavior 0-5 5
- 2. Areas with a history of higher fire occurrence than surrounding areas due to special Situations (e.g., heavy lightening, railroads, escaped debris burning, and arson) 0-5 3
- 3. Areas that are periodically exposed to unusually severe fire weather and strong dry winds 0-5 5
- 4. Separation of adjacent structures that can contribute to fire spread 0-5 0

E. Roofing Assembly

- 1. Class A roof 0 _____
- 2. Class B roof 3 _____
- 3. Class C roof 15 _____
- 4. Nonrated 25

F. Building Construction

- 1. Materials (predominate)
 - a. Noncombustible/fire-resistive siding, eaves, and deck 0 _____
 - b. Noncombustible/fire-resistive siding and combustible deck 5 _____
 - c. Combustible siding and deck 10
- 2. Building setback relative to slopes of 30% or more
 - a. ≥ 30ft to slope 1 _____
 - b. < 30ft to slope 5

G. Available Fire Protection

- 1. Water source availability
 - a. Pressurized water source availability
 - 500gpm hydrants ≤ 1000ft apart 0 _____
 - 250gpm hydrants ≤ 1000ft apart 1 _____
 - b. Nonpressurized water source availability (off site)
 - ≥ 250gpm continuous for 2 hours 3 _____
 - < 250gpm continuous for 2 hours 5 _____
 - c. Water unavailable 10
- 2. Organized response resources
 - a. Station ≤ 5 mi. from structure 1 _____
 - b. Station > 5 mi. from structure 3
- 3. Fixed fire protection
 - a. NFPA 13, 13R, 13D sprinkler system 0 _____
 - b. None 5

H. Placement of Gas and Electric Utilities

- 1. Both underground 0 _____
- 2. One underground, one aboveground 3 _____
- 3. Both aboveground 5

I. Totals for Home or Subdivision (Total of all points)

115

Hazard Assessment	Total Points
Low hazard	< 40
Moderate hazard	40-69
High hazard	70-112
Extreme hazard	> 112

(NFPA 1144 Standard for Protection of Life and Property from Wildfire, 2002)

