

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

Tuesday, September 5, 2017, 6:30 P.M.

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

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

AMENDED 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 POW/MIA Recognition Day 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.

5.1. Report on property drainage issue addressed by Roy Mills during Public Comment at the August 15, 2017, Council Meeting.

6. Consent Agenda.

6.1. Minutes. Approval of Minutes from the August 1, 2017, Regular Council Meeting; August 2, 2017, Special Meeting; August 7, 2017, Special Meeting; August 8, 2017, Work Session; and August 15, 2017, Regular Council Meeting.

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

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

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

8.1. **Report on BLM Road Development.**

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8.2. **To approve amending Chapter 90 of the Animal Code, Ordinance No. 17-137.**

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

43

9.1. **2017 Fall Pavement Preservation bid award.** Possible bid award to the successful bidder or decision to reject all bids and possibly to rebid the project.

69

9.2. **To approve Amendment No. 1 to the License Agreement dated November 6, 2012, to allow the Dewey-Humboldt Historical Society to continue to use the Second St. Right of Way for parking lot and exhibition of large historical items use. [CAARF submitted by Councilmember Wendt and Councilmember Treadway].**

85

9.3. **Approval of Amendment No. 1 to the Accountability Contract with DHHS. [CAARF submitted by Mayor Nolan].**

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9.4. **Start search for permanent Town Manger. [CAARF submitted by Mayor Nolan].**

10. **Public Hearing Agenda.**

THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.

11. **Adjourn.**

For Your Information:

Next Town Council Meeting: Tuesday, September 19, 2017, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, September 7, 2017, at 6:00 p.m.

Next Town Council Work Session: Tuesday, September 12, 2017, 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 Julie Gibson, 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 1st day of September, 2017, at ____ .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.

POW/MIA Recognition Day Proclamation

Whereas, the Town of Dewey-Humboldt calls on the President, Secretary of State, and Secretary of Defense to consistently raise with foreign counterparts the need for increased action to help account for our missing – alive and dead – and return them to the United States; and,

Whereas, the Town of Dewey-Humboldt commends and endorses the national commitment to account, as fully as possible, for Americans still missing from our nation's wars; and,

Whereas, our Nation maintains a solemn commitment to leave no service member behind. Nearly 1,700 Americans are missing from the Vietnam War, approximately 8,000 unaccounted for from the Korean War, 126 from the Cold War, over 73,000 from WWII, 2 in Iraq, and 1 in Afghanistan; and,

Whereas, their families, friends, and other concerned Americans still must deal with uncertainty concerning their fates; and,

Whereas, U.S. Government intelligence and other evidence indicate that most countries in which U.S. losses occurred could provide greater assistance to answer questions about missing Americans; and,

Whereas, the Town of Dewey-Humboldt calls on Congress to ensure that POW/MIA-related government offices and organizations receive the funding and personnel necessary to accomplish the principled mission of accounting for our missing veterans, thus signaling nations around the world that America stands behind those who serve.

*Now, Therefore, I, Terry Nolan, Mayor of the Town of Dewey-Humboldt, do hereby declare September 15, 2017, as **POW/MIA Recognition Day**, in the Town of Dewey-Humboldt.*

In Witness Thereof, I have hereunto set my hand this 5th day of September, 2017.

*Terry Nolan, Mayor
Town of Dewey-Humboldt*

Julie Gibson, Town Clerk

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**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
AUGUST 1, 2017, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, AUGUST 1, 2017, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** Mayor Nolan called the meeting to order at 6:30 p.m.
2. **Opening Ceremonies.**
 - 2.1. **Pledge of Allegiance.** Led by Councilmember Hamilton.
 - 2.2. **Invocation.** Given by Councilmember Timmons.
3. **Roll Call.** Town Council Members Jack Hamilton, John Hughes, Amy Timmons, Doug Treadway, Victoria Wendt; Vice Mayor Mark McBrady; and Mayor Terry Nolan were present.
4. **Announcements Regarding Current Events, Guests, Appointments, and Proclamations.**

Councilmember Treadway spoke of visiting the Museum before they closed over the weekend and spoke highly of the Spanish American War exhibit.

Mayor Nolan spoke of just having concluded a farewell reception for the outgoing Town Manager Yvonne Kimball. Mayor presented TM Kimball with a plaque of appreciation for her service to the Town from January 2012 to August 2017, thanking her for her dedication. Mayor Nolan cited that this is the first time that a Town Manger has been awarded in this manner. TM Kimball thanked Mayor, Council and the Staff noting she would miss them. Mayor presented her with a gift from Council, as well.

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

5.1. Code Enforcement Biannual Activity Report #1.

Community Planner/Code Officer Steven Brown presented his biannual report on code enforcement by PowerPoint presentation. He stated the volume of complaints remains low. His presentation included some before and after photos of violation situations. CP Brown went over the complaint process and summarized that it can be a discouraging, time-consuming process but they are making progress.

5.2. Town Manager Transition – Projects or issues that need immediate attention of the Interim and/or Permanent Manager. Possible matters and projects are related to Town General Administration, Finance, Public Works, and Community Development.

Town Manager Kimball spoke of coming up with a five-page memo of items providing status and the updates that need to be addressed in the future for Council. She mentioned that she forgot to include the widening project of State Road 169 and she failed to mention Board of Adjustment and Open Space and Trails committee updates. She chose not to go through it line by line, but if it generated questions, those could be addressed. Mayor Nolan noted this would be good information to share with the Interim Town Manager.

Mayor Nolan asked about the communication from Brian Beck. TM Kimball explained the premise of the letter recommending the addition of a new zip code for properties effected by the Superfund impact. Councilmember Hughes spoke of this not being recommended by the EPA or the County Assessor's Office and he did not think it would be a good idea for this Town. Mayor Nolan agreed that this was not an option.

Councilmember Hughes commended TM Kimball's memo and what a benefit it would be to the Interim Town Manager.

6. Consent Agenda.

6.1. Minutes. Minutes from the July 11, 2017, Special Session Meeting.

Councilmember Hamilton made a motion to approve the minutes from the July 11, 2017, Special Session Meeting, seconded by Councilmember Hughes. The motion passed unanimously.

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

Jerry Brady spoke of the Goodwin Fire and floods bringing to light many deficiencies in the emergency preparedness. Many of the roads do not meet standards for emergency ingress and egress. He also spoke of deficiencies in the water source for emergencies.

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

8.1. Zoning Anomaly (split zoning) Issue: Planning & Zoning Commission report to Council and possible Council direction to submit a letter to the properties that have split zonings. (directed at the April 18, 2017, Council Meeting)

Community Planner, Steven Brown, and Planning & Zoning Commission Vice-Chair, Jeff Siereveld, began to speak on Item 8.2. Councilmember Hamilton asked to go back to Item 8.1.

There was extensive Council discussion regarding the split zoning issues and anomalies including concerns regarding flooding potential; excessive lot splitting and the potential home density, as a result; and having property owners come to Council individually. There were varying Council opinions.

There was further extensive Council discussion with differing opinions and the topic of variances instead of a zoning change was suggested.

CP Brown spoke against variances. He recommended a zoning change rather than a variance.

Vice Chair Siereveld reminded Council that P & Z's concern was how you would be able to do this for one or two and the attempt to avoid people feeling that certain property owners were favored. P & Z was trying overcome that possibility. He stated these are recommendations to the Council, not decisions from P & Z.

CP Brown reminded Council that they asked P & Z to look at this and that P & Z debated this as much as Council. CP Brown explained what the process would be regarding the letters to property owners. The recommendation was to speak with the involved parties and get their opinion on what type of zoning they would seek.

Councilmember Hamilton noted there were a lot of differing opinions on this matter. He made a motion that 12 acres or less, the owner gets to decide the zoning, anything later would not be considered at this time. Seconded by Doug Treadway.

Vice Mayor McBrady asked that a clarification on the map be pointed out as to which lots Councilmember Hamilton was speaking of. He asked how many lots were being considered. It appeared to be approximately 12 lots.

Mayor Nolan cited there was a motion and a second, and asked for questions.

Councilmember Wendt asked if the homeowners would be required to pay \$500 for rezoning. She recommended the Town not pay the expense and that the Town should not have paid for the 200-foot annexation strip previously.

Public Comment

Leigh Cluff spoke of living here 33 years. She spoke of not having control over property if you don't own it. If you want to control property, then you need to buy it.

Jerry Brady spoke of a number of issues that don't show up on the map and the need for local road improvement district before increasing the residential density on the road. He also spoke of Yavapai County having a number zoning anomalies.

Councilmember Timmons asked Ms. Cluff if she would expect the Town to pay if she split and rezoned her property. Ms. Cluff said she was taught to pay her own way, they should pay their way.

Councilmember Timmons made a motion to send a letter to those property owners and let them chose what they want to do with each individual property.

CP Brown spoke of needing to address the motions that were on the floor. Mayor Nolan clarified that you can have a number of motions on the floor.

Councilmember Timmons questioned how many issues of this nature CP Brown had received on this zoning issue. CP Brown stated that three property owners have approached him, the three lots he had pointed out on the map. CM Timmons inquired what has kept the owners from rezoning. Community Planner Brown noted it is a long process and would deal with 35 separate processes vs. one bulk process. It would be more efficient for the property owners and the Council. CP Brown noted that what CM Timmons was proposing, is exactly what P & Z's recommendation was to Council. This letter would allow Council to see the level of interest from the property owners.

Councilmember Wendt thanked the P& Z Commission for their efforts. Her recommendation was to work on the three lots of those property owners who have approached the Town. She disagrees with free gratis. She is with Ms. Cluff that you pay your way. This should be limited to the three.

CP Brown noted that P & Z Commission never recommended that the fees be waived.

Mayor Nolan spoke of Council getting off the subject and that the motion needed to be addressed. He asked Town Clerk Gibson to restate the motion.

Councilmember Hamilton's motion was restated: That 12 acres or less, the owner gets to decide the zoning, anything larger would not be considered at this time. Seconded by Doug Treadway.

Mayor Nolan asked for a roll call vote. The motion failed by a 4-3 vote with CM Hughes, CM Wendt, Vice Mayor McBrady, and Mayor Nolan voting against.

Mayor Nolan noted Councilmember Timmons' motion to send letters, seconded by Councilmember Hughes. CM Timmons restated her motion, as requested by Mayor Nolan: To send letters to anybody on the line who wants to change it, they can come in and apply for a zoning change, CM Hughes withdrew his second.

Town Manager Kimball asked to interject to clarify a few things. The letter being sent out to the property owners bordering the line, advises them that their property is split zoning and they have to option to rezone it one way or the other. It insinuates that the Town may initiate the zoning, which may imply the Town may pay the Cost. That could be taken out and changed to indicate that the Town would like to hear what they want to do. The Council also has the choice to not send the letter. If you do send the letter, you will receive calls for an explanation, they can receive an explanation and be allowed to make a choice, and

these results can be brought back to Council. It will not obligate Council to do anything. CP Brown confirmed this and that the Town is not obligated to anything and can analyze the results.

Councilmember Treadway felt this was a logical way to approach the issue. CM Treadway made a motion to accept the recommendation of P & Z and Staff, send the letters out to the individuals to query what the public thinks, get those results and then Council can analyze them.

TM Kimball pointed out the change to the letter that Council wants to hear from them regarding what they would like to do, with no obligation for the Town.

Councilmember Hughes seconded the motion.

Vice Mayor McBrady made a motion to send the letter out to the three specific property owners only. He clarified and explained his reasoning behind this motion. Seconded by Councilmember Timmons. Councilmember Wendt seconded the motion, as well, noting that she raised her hand. Mayor Nolan clarified that the most recent motion was to approach the three letters involved who have made inquiries. CM Timmons asked for clarification on whether you have to raise your hand to second a motion. Mayor Nolan stated that no, you do not have to raise your hand to make a motion.

Mayor Nolan asked for a roll call vote.

CM Timmons inquired about the previous motion and her experience in other settings of only one motion being allowed at a time. Mayor Nolan cited that this was incorrect.

Roll call vote: The vote failed by a 4-3 vote with Councilmember Hamilton, Councilmember Hughes; Councilmember Treadway; and Mayor Nolan voting against.

Mayor Nolan brought forth the next motion made by Councilmember Treadway, seconded by Councilmember Hughes to go ahead and send the letters, revised a little bit, to let the people know we are just inquiring about what they want to do. Mayor asked for a roll call vote. The motion passed by a 4-3 vote with Councilmember Timmons, Councilmember Wendt and Vice Mayor McBrady voting against.

CP Brown asked for clarification. Mayor Nolan directed CP Brown to send the revised letter after consultation and review from TM Kimball and the Town Attorneys.

8.2. 2009 General Plan update: Planning & Zoning Commission Report to Council and possible Council direction to implement the update strategies recommended by P&Z. (directed at the May 16, 2017, Council Meeting)

Community Planner Steven Brown introduced Jeff Siereveld, Vice Chair of the Planning and Zoning Commission and speaking of recommendations to Council on this matter.

Councilmember Treadway left the dais at 8:17 p.m. and returned at 8:19 p.m.

Vice Chair Siereveld explained the recommendation of the P & Z Commission. The Commission would prepare a draft strategy for approaching the update of the General Plan; P & Z presents this to Town Council the draft strategy; Council approves the development by the P & Z of the request for the qualifications for consultant to assist the Town in the update of the General Plan, P & Z prepares a request for qualifications for RFQ for a consultant to assist the Town in the General Plan Update, Staff advertises the RFQ indicating the interest in receiving the RFQ.

Councilmember Hamilton had two questions. He noted that the recommendation referred to Staff going over the scope of work. CP Brown indicated that there isn't a scope yet, this would be determined with the help of the consultant. CM Hamilton noted that this was approved by P & Z with one member voting against. He wanted to know who the member was and what their reasoning was. CP Brown said he would have to review the meeting minutes to provide this information. CM Hamilton asked how many members there were presently on P & Z. Vice Chair Siereveld stated there were five active with one having resigned and one member moving out of the area. Mayor Nolan confirmed that there was still a quorum.

CP Brown indicated P & Z is looking for Town Council to approve the development by the P & Z of the request for qualifications to bring back to Council.

Mayor Nolan noted P & Z's hard work on this project.

Public Comment

Leigh Cluff recommended that the letter on the first issue regarding zoning not be sent out until the Interim Town Manager was in place. Mayor Nolan noted that Ms. Cluff was off topic. Ms. Cluff indicated that she raised her hand before they had moved on.

Jerry Brady spoke of federal and state laws having significant changes to requirements. He recommended that Council review the City of Prescott's Intermodal Plan and use the points that they like. Absent from this and it will become apparent in the General Plan, you only have two legislative jurisdiction under State Law which is public health and safety and the public purse. You have two requirements and that is fiduciary or public financial public duty, which is due diligence research and due diligence disclosure.

Councilmember Timmons left the dais at 8:25 p.m. and returned at 8:28 p.m.

Mayor Nolan inquired as to the expected timeline. Vice Chair Siereveld said this has not been discussed. CP Brown indicated that the deadline for the General Plan is January 2019. He felt a consultant search would take approximately three months.

Councilmember Treadway spoke of the Interim Town Manager and possibly consulting with the ITM on this matter. CP Brown pointed out that the Town Manager may be leaving, but the Town still has a Community Planner. Mayor Nolan noted that the Town has a good Community Planner.

Mayor Nolan made a motion to approve the P & Z's recommendations on the General Plan, seconded by Councilmember Timmons. There were no other questions. The motion passed unanimously.

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

9.1. Discussion and possible action to notify the Landlord of the Tenant's wish to exercise its one-year extension from the Town Hall lease (Town Hall located at 2735 S. Highway 69, Dewey-Humboldt).

Vice Mayor McBrady recused himself from this agenda item at 8:29 p.m.

Councilmember Hamilton spoke of not having much option in this issue. CM Hamilton made a motion to notify the Landlord to exercise the one-year extension on the Town Hall lease, seconded by Councilmember Treadway. The motion passed unanimously.

Vice Mayor McBrady rejoined the meeting at 8:30 p.m.

9.2. Resolution 17-128 Amending the 2009 General Plan related to clarifying the process for minor amendments to the General Plan. Possible approval.

Community Planner Brown spoke of this issue being raised was that he was reviewing what the General Plan says about the process of minor amendments and major amendments and he noted a problem in the language wherein it said that a minor amendment only required one P & Z hearing, which is not true, as there needs to be a Council hearing as well. So, the revision points that out.

Councilmember Hamilton spoke of this being a necessary correction. He made a motion to approve the Resolution 17-128 Amending the 2009 General Plan, seconded by Councilmember Wendt. The motion passed unanimously.

9.3. Administrative Regulation: AR 17-02 Office Hours and Work Schedule. Possible approval of the Administrative Regulation.

Town Manager Kimball spoke of having promised Council a policy on this issue some time back and this is the product.

There was Council discussion regarding staff coverage issues that can be caused with the small volume of Staff members. Town Manager Kimball said that could happen despite the actual office hours. Councilmember Wendt spoke that a skilled Manager knows how to work that. Councilmember Timmons noted that with small staff you might have to deny vacation time and get creative. Councilmember Treadway reminded his fellow Council Members that, at times, there are extenuating circumstances and that it is not the end of the world.

Councilmember Hughes thanked Staff for handling the current schedule and spoke of his appreciation for this schedule that benefits the community.

Councilmember Hamilton asked why the Town Manager's approval by signature was required, when this is actually an Administrative Regulation with Council oversight. Town Manager Kimball spoke of this being covered in the Town Code regarding Administrative Regulations. She indicated that it could be changed requiring Town Council approval, as well. She indicated this format was in place when she arrived. The Code changed, but the format did not. She brings everything to Council for approval before signing. Councilmember Hamilton recommended changing the process. Mayor Nolan spoke of this being off topic and that a CAARF would be in order.

Councilmember Hamilton made a motion to approve Administrative Regulation: AR 17-02 Office Hours and Work Schedule, seconded by Councilmember Hughes. The motion passed unanimously.

Town Manager Kimball asked to make a couple more comments noting that the Town Manager is not included in this policy. She has found that the Town Manager needs to cover, if there are any staff shortages. The Town Manager serves at the pleasure of Council. This can be changed whenever Council wishes.

Councilmember Timmons asked if the days off are switched on a rotating basis. Town Manager Kimball spoke of there being flexibility but that has found that consistency makes it easier.

Public Comment

Jerry Brady pointed out that police, firefighters, military and other emergency first responders deal with this all the time and request leave two weeks in advance. He spoke

of difficulties experienced during the Goodwin Fire and Flooding. People were called back from holidays, but essential services were maintained in many cases, not all, because people in charge were not around. The problem was that the communication system also failed. These are things to consider during emergency planning and preparedness.

9.4. Administrative Regulation: Amending AR 09-02 Cash Handling. Possible approval of the Administrative Regulation.

Town Manager Kimball noted this was a housekeeping issue as well. This was originally developed in 2009 and this has been revised to meet the current needs.

Councilmember Treadway asked who the designated cash handlers in the office are. Town Manager Kimball noted that the Community Development Technician is primary, the Office Assistant may back up the CDT and the Town Clerk may need to take in cash at times.

Councilmember Treadway made a motion to approve the amendment to AR 09-02 Cash Handling, seconded by Councilmember Wendt. The motion passed unanimously.

9.5. Whether to allow handing out documents at a Council Meeting. [CAARF submitted by CM Hamilton]

Councilmember Hamilton gave an overview of his CAARF mentioning that when presenters are allowed to hand out documents at a meeting, the public does not get to see what Council is basing their decisions on. He feels these hand out items should be included in the agenda packet and Council can research it as well. He recommends that the documents need to be presented ahead of time, if they are being presented to Council. This would apply to issues that are on the agenda coming before Council that require decision.

Councilmember Wendt disagreed and gave a scenario that happened in legislature. She said documentation must be allowed to come in at the last minute.

Public Comment

Jerry Brady spoke of the Armistice of Mexico. He also noted that under Arizona Public Meetings Law and Public Record you could provide comments before and after hearing. The Order for Publication requires for public commentary.

Councilmember Hamilton asked for legal consult. Town Attorney Goodwin said this is a Council procedural decision, not governed by any law.

Public Comment

Leigh Cluff spoke putting off voting, if there were hand out documents to be researched. Maybe one of you don't want to accept it and the others do.

Jerry Brady spoke of an addition to his earlier statement that it is correct that Council does have to consider anything from the public. Arizona has the most liberal laws in the United States regarding public participation. He spoke of the 30-day order for publication. He noted that he normally submits his comments in advance. Tomorrow, he will submit a map of the anomalies in this survey district and the Council will be amazed.

Councilmember Timmons spoke of being confused as to what the detriment would be to receiving additional information.

Councilmember Hamilton explained that he is only attempting to get the information and have a chance to research. People in the audience don't know what was handed out,

Council doesn't have a chance to research, but their decision is being influenced. A document should be more credible, but whether it is or not, is not always true. That is why he would like to see these in advance for more transparency.

Councilmember Wendt spoke of people having the ability to bring in things that they want to share a.s.a.p. People have the right to submit documents on the spot.

Councilmember Treadway agreed that he would like to have to time to review documents and have it brought back up at a later meeting, allowing the public review, as well.

Councilmember Timmons agreed with Councilmember Treadway and Ms. Cluff that things can be brought up at the next meeting. The more information the better. She does not see not allowing extra information at a meeting.

Public Comment

Jerry Brady spoke of a duty to report and the need to bring forth important information before the next meeting. Failure to report makes you liable.

Leigh Cluff asked Mayor Nolan if she could ask Councilmember Hamilton a question. Mayor Nolan asked that she direct her question to the body. She then asked CM Hamilton for a specific example. CM Hamilton spoke of recently during a meeting addressing the Animal Ordinance there were handouts. People asked him later what was handed out and he did not know. It could have been included in the Meeting Packet. CM Hamilton explained that this was directed at presentations not the general public. CM Hamilton spoke of this not going anywhere and that Council needed to move on. Ms. Cluff responded to CM Hamilton that she was at the meeting and she knew exactly what the handouts were. There were no questions, she talked to several people and no one had a problem.

Councilmember Wendt agreed that Council needed to move on.

9.6. Change AR No 10.07 [Policy for recruiting, hiring, and managing new employees] Section 3 to read: All recruiting efforts "for a permanent position" shall be... (see attachment) [CAARF submitted by CM Hamilton]

Councilmember Hamilton spoke of times when it is necessary to hire an interim immediately and there is not time to advertise. This language should only apply to permanent positions, not interim.

Councilmember Timmons asked for clarification, noting confusion, as to whether this was to be changed for a permanent position, not interim. She believes that TM Kimball has trained employees to continue operating regardless of vacancies. She believes that Staff are cross-trained and is not sure that this applies.

Councilmember Wendt spoke of this being busy work. We should be looking at carrying out any hiring in a timely manner, not just permanent positions.

Councilmember Hamilton gave a scenario of the Town Clerk being unavailable tomorrow and no one being trained to fill that vacancy. Council's hands are tied. You have to be able to advertise for an interim immediately.

Councilmember Treadway asked Town Manager Kimball for her input. TM Kimball referred this to Town Attorney Goodwin, who explained that she was the one who noticed, after reading the rule, it applies to temporary and interim positions, there was no ability go out and recruit. She said this needed clarification. She gave options of how to fix it, such as temporary employees being hired without going through a formal recruiting process.

Attorney Goodwin confirmed that she raised the issue, as it was not practical as written. This revision under 5.2 would confirm that temporary employees could be hired without going through a formal recruiting position.

There was further discussion regarding the recruiting process and definition of recruiting, temporary positions, small staff replacement difficulties and language in the policy that did not apply to the Town.

Councilmember Treadway made a motion to approve what the Attorney recommended: Change AR No 10.07 [Policy for recruiting, hiring, and managing new employees]

Section 3 to read: All recruiting efforts “for a permanent position” shall be... [see attachment], seconded by Councilmember Wendt.

Leigh Cluff inquired if the conversation about the revisions took place between Town Manager Kimball and the Attorney, only. Attorney Goodwin clarified that she became aware of the issue and shared the information with TM Kimball. Ms. Cluff indicated that it appeared that the Council was not aware of this and wondered how it was that Councilmember Hamilton seemed aware. Attorney Goodwin explained that she and TM Kimball had a conversation about this issue. TM Kimball spoke of this being addressed during the Council discussions involving the recruitment of the Interim Town Manager.

There was further Council discussion regarding the revision of the wording of the Administrative Regulation.

Mayor Nolan noted there was a motion on the floor and called for the vote. The motion was passed by a 6-1 vote, with Councilmember Timmons voting against.

9.7. Ethics Complaint against the Mayor for violation of Town Code 30-109 Section E – Need for a legal ruling. (see attachment) [CAARF submitted by Councilmember Hamilton]

Councilmember Hamilton spoke of a special meeting that was held and there was nothing on the agenda item allowing Public Comment. The Town Code allows for Public Comment on agendized items. So, this brings up whether the Town Code or Open Meeting Law prevails. He knows that OML says that for non-agendized items, you have to have it on your agenda, but it doesn't say anything about agendized items. Did this need to be on the agenda or did the Town Code cover this.

Attorney Goodwin said they might be talking about two different things. You need to have it on the agenda, if you are going to allow people to come forward to make Public Comment. She believes what the CAARF is about is that the Mayor did not permit Public Comment on an agendized item. In summary, Councilmember Hamilton was correct, on that agendized item, the Mayor should have allowed Public Comment.

Councilmember Hamilton spoke of the Attorney answering the question. He indicated that he was dropping the Complaint.

Mayor Nolan spoke of why he did that. He spoke of being in the middle of a fire, the road was closed, nobody could get to the meeting and the residents could not get to the meeting, and some were evacuated. He decided that Council did not need Public Comment. Mayor Nolan asked if Councilmember Hamilton if he had anyone in mind, who wanted to speak. Councilmember Hamilton spoke of Mr. Goodwin asking to speak and was refused and that Mr. Goodwin quoted the section and Mayor told him no. Mayor Nolan said he knew what Mr. Goodwin wanted and he knew what Mr. Goodwin was going to

advise, is no longer handled by the League. Mayor Nolan spoke again of feeling it was unnecessary to have Public Comment at that meeting and that it was not needed.

Councilmember Treadway spoke of appreciating the Mayor's reasoning, however, it was a good learning experience, Public Comment is allowed, and they need to move on.

Mayor Nolan said he made the decision. He referred to a rule under Robert's Rules of Order and that they are to follow that except for Town Code exception.

Councilmember Hamilton recommended moving on.

Public Comment

Leigh Cluff thanked the Mayor for all he does. She appreciates that he held the meeting even though he was under evacuation and no one knows what it is like unless they are actually evacuated.

Jerry Brady spoke of having done major emergency planning the Department of Defense. There were 3,000 complaints filed against Yavapai County regarding the evacuation process. He cited that Mayor Nolan's procedure he followed was consistent with Federal and State Law.

9.8. Ethics Complaint against Victoria Wendt and Amy Timmons for violation of Town Code 30.109. [CAARF submitted by Councilmember Hamilton]

Councilmember Hamilton cited that he had previously noted that he would be filing an Ethics Complaint but had to wait 30 days for the new Code of Ethics to go into effect. The only process in that Code is that you have to submit a CAARF, so he met the process.

Mayor Nolan asked which part of 17-126 Councilmember Hamilton was specifically noting that he violated.

Councilmember Hamilton said the process does not require this.

Attorney Goodwin says there is no violation noted.

Councilmember Timmons asked Councilmember Hamilton to help them improve in the future and asked for specificity.

Councilmember Hamilton stated that he was trying to demonstrate was that there needs to be process to make this fair. The last code had processes for when, what, etc... Since the Attorney said it needed definition, he shared that this is something that he has done as well; almost every Council Member has done it, speaking without being called on by the Mayor. He is trying to say that without process you don't have much to go on. With this said, what is the next step.

Attorney Goodwin pointed out that there is another provision in the Town Code that deals with Points of Order in Robert's Rules, that if you see something wrong, you call Point of Order and it can be dealt with immediately.

There was further Council discussion about the process and Point of Order with Councilmember Timmons calling a Point of Order on Councilmember Hamilton for speaking without being recognized by the Mayor. There was further discussion about the lack of process and that this is nitpicky and Council needs to concentrate on team building and working together.

Public Comment

Robert Baker spoke of the absurdity of the conversation over the last 15 minutes. They need to adjourn and come back and do the people's business.

Leigh Cluff spoke of the complaint being incomplete and that Councilmember Hamilton spoke of turn twice today. She spoke of this being prejudiced against women.

There was further Council discussion regarding whether there is Attorney General involvement in complaint of this nature; wasted time; and attorney fees.

10. Public Hearing Agenda. None.

11. Adjourn. The meeting was adjourned at 9:55 p.m.

Terry Nolan, Mayor

ATTEST:

Julie Gibson, Administrative Assistant

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
SPECIAL MEETING MINUTES
AUGUST 7, 2017, 8:00 A.M.**

A SPECIAL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON MONDAY, AUGUST 7, 2017, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** Councilmember Treadway called the meeting to order at 8:03 a.m.
2. **Roll Call.** Town Council Members Jack Hamilton, John Hughes, Doug Treadway, and Victoria Wendt were present. Vice Mayor McBrady arrived late at 8:12 a.m. Councilmember Timmons and Mayor Nolan were absent.
3. **Special Session:** Legal action to be taken. Public Comments on agenda items can be taken.

3.1. Interim Town Manager Appointment.

Councilmember Hamilton made a motion to enter Executive Session, seconded by Councilmember Wendt. The motion passed unanimously.

Councilmember Treadway closed the public meeting at 8:05 a.m.

3.1.1. Recess into and hold an executive session pursuant to A.R.S. § 38-431.03 (A)(1) for discussion or consideration of employment, assignment, appointment, or salary of Lee Elliott, Jacob Foos, Fred Ventresco, Dan Field or Vito Tedeschi as Interim Town Manager.

Council entered Executive Session at 8:08 a.m.

3.1.2. Reconvene Regular Meeting.

Vice Mayor McBrady reconvened the special meeting at 10:45 a.m.

3.2 Discussion and possible action regarding appointment of Lee Elliott, Jacob Foos, Fred Ventresco, Dan Field or Vito Tedeschi as Interim Town Manager and direction to Staff regarding terms of employment and preparation of a contract.

Vice Mayor McBrady introduced the agenda item for discussion or possible action.

Councilmember Hamilton made a motion to hire Lee Elliott as Interim Town Manager subject to contract negotiations, seconded by Councilmember Treadway. The motion passed unanimously.

4. Adjourn.

Vice Mayor McBrady adjourned the meeting at 10:47 a.m.

Terry Nolan, Mayor

ATTEST:

Julie Gibson, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
SPECIAL MEETING MINUTES
AUGUST 2, 2017, 7:00 A.M.**

A SPECIAL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON WEDNESDAY, AUGUST 2, 2017, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** Mayor Nolan called the meeting to order at 7:05 a.m.
2. **Roll Call.** Town Council Members Jack Hamilton, John Hughes, Amy Timmons, Doug Treadway, Victoria Wendt; Vice Mayor Mark McBrady; and Mayor Terry Nolan were present.
3. **Special Session:** Legal action to be taken. Public Comments on agenda items can be taken.

3.1. Interim Town Manager Appointment.

Councilmember Treadway made a motion to enter Executive Session, seconded by Councilmember Hamilton. The motion passed unanimously.

Mayor Nolan closed the public meeting at 7:06 am.

- 3.1.1. Recess into and hold an executive session pursuant to A.R.S. § 38-431.03 (A)(1)** for discussion or consideration of employment, assignment, appointment, or salary of Fred Ventresco, Dan Field, Vito Tedeschi, Lee Elliott, or Jacob Foos as Interim Town Manager.

Council entered Executive Session at 7:09 a.m.

3.1.2. Reconvene Regular Meeting.

Mayor Nolan reconvened the regular meeting at 10:02 a.m.

There was no further discussion or action taken.

4. **Adjourn.** The meeting was adjourned 10:03 a.m.

Terry Nolan, Mayor

ATTEST:

Julie Gibson, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
STUDY SESSION MINUTES
AUGUST 8, 2017, 6:30 P.M.**

A STUDY SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, AUGUST 8, 2017, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. VICE MAYOR MARK McBRADY PRESIDED.

1. **Call To Order.** Vice Mayor McBrady called the meeting to order at 6:30 p.m.
2. **Roll Call.** Town Council Members Jack Hamilton, John Hughes, Amy Timmons, Doug Treadway, Victoria Wendt; Vice Mayor Mark McBrady were present. Mayor Terry Nolan was absent.
3. **Study Session.** No legal action to be taken.

3.1. Proposed amendments to the animal-related Ordinances: Review and direction on marked-up copy of the current Ordinance and research of other animal maintenance and care provisions. [As directed at the June 13, 2017, Study Session]

Vice Mayor McBrady introduced the agenda item and referred this to Councilmember Wendt for an overview of her CAARF. Councilmember Wendt recommended starting with the summary of the research conducted by Staff.

Town Manager Kimball referred this to Community Planner/Code Officer (CP) Steven Brown.

CP Brown reminded Council that on June 13, 2017, Council directed Staff to look at other local animal ordinances. Yavapai County, Prescott Valley and Chino Valley animal ordinances were reviewed. Yavapai County's ordinance is essentially the same as D-H's and deals strictly with dogs in that section, animals are dealt with in the zoning ordinances. Unsanitary conditions are dealt with under zoning and nuisance ordinances. They have no limits on domestic animals, livestock only, which is similar to D-H's zoning code and noted as accessory uses. Chino Valley's animal code deals strictly with dogs, it does not deal with other animals. Prescott Valley's ordinance deals only with dogs. There is a chapter that deals with wildlife, exotic animals, domestic other animals than dogs, that is under zoning. In conclusion, other jurisdictions in other local regions have gone towards amending their animal codes to mostly deal with dogs, sometimes dogs and cats. Prescott Valley is the only one that retained the code section dealing with other animals.

Councilmember Wendt asked that Debbie Pomeroy be allowed to come up to go over the Code changes, as she is the one who prepared these changes to the Ordinance.

Councilmember Hamilton objected noting that they already had her changes in the packet and Council now needed to go through and decide it. She is part of the public and has a chance to speak when the public does.

Councilmember Wendt disagreed and noted again Ms. Pomeroy's work on the project and that she needed to be included to give more detailed information.

Councilmember Timmons asked if there was an objection to Ms. Pomeroy participating from her seat. There was no objection.

Councilmember Treadway asked if the revised ordinance had been reviewed by the Town Attorney. Councilmember Wendt informed him it had not been through attorney review yet.

Councilmember Hamilton spoke of concern regarding the lack of coverage for nuisance.

There was Council discussion where this would be covered in the Ordinance and how it would be enforced. CP Brown was asked for his recommendation on this issue. He recommended adopting the proposed ordinance as a dog ordinance and having a tangential ordinance for other animals. There was consensus to adopt this ordinance strictly for dogs and have other animals and nuisances covered under zoning. CP Brown spoke of the proposed tangential ordinance running parallel to the dog ordinance, such as a Section 100, covering other domestic animals that could cover some of the issues being dropped by the adoption of the dog ordinance. He would like to run by the Town Attorney as to the best way - incorporate into the Zoning or have a separate Ordinance.

There was further Council discussion noting the need to have a way to address a nuisance and to get the Code right to address these issues in the future. There was mention of residents struggling with the rural area lifestyle and how to prepare incoming residents.

Councilmember Wendt recommended that CP Brown investigate where they could affect the County zoning code or something simplistic, maybe a Section 100, that would cover a maintenance nuisance situation.

Councilmember Hamilton noted that he would like to see items dropped from the dog ordinance worked into the new one and noted that noise is not addressed anywhere. Councilmember Hughes spoke of it being very hard to control noise concerning livestock.

Councilmember Wendt reiterated that they are all in agreement to separate dogs from other animals. CP Brown will address the Attorneys of where the changes should be made, ordinance or zoning codes, and she would like to move on and go through these codes one at a time.

Public Comment

Leigh Cluff disagreed with Councilmember Hughes that when people complain to him that is not an official Town Complaint. She reminded Council that certain members were speaking without raising their hands.

There were minor revisions recommended such as changing animal control to dog control; remove the word "restrain" and use "physically under control", as there is a definition for that. There was extensive discussion over the term imminent danger vs. reasonable belief in the area of law enforcement becoming involved and entering property with alternating viewpoints amongst the Council.

Public Comment

Debbie Pomeroy spoke of Animal Control Officers and Police being trained as to what imminent danger is. It is danger that is happening, not a reasonable belief vs. what someone may believe is ongoing in her house, but they do not see it.

There was further Council discussion regarding "reasonable belief" vs. "imminent danger".

Public Comment

Debbie Pomeroy spoke of being a constitutionalist, believing that dogs are property, they do not have rights. A dog owner is obligated to take care of their animals. She supported the language "imminent danger". She spoke of Council having been sworn in and being obligated to read and know the constitution and advised them to stop trying to change it.

Councilmember Hamilton spoke of Council not getting anywhere on this, leave it like it is and move on.

Vice Mayor McBrady spoke that it would have been nice to hear from the Animal Control Officer and recommends their participation in the future.

Public Comment

Nancy Wright spoke of fixing the misspelling of the word "imminent" in the proposed revision.

Debbie Pomeroy spoke of constitutional rights being lessened with a "reasonable belief". She endorsed the language "imminent danger". She spoke of Enforcement Officers taking advantage of the softened "reasonable belief", and that they will take advantage of this code language.

Leigh Cluff spoke of situation where Fish & Gave came on her property regarding a situation on a belief and that it was unfounded. She supports "imminent danger" and stated that no one has the right to come on her property unless they are invited.

Councilmember Hamilton asked to move on. He moved on to the dog barking time limit and asked that there be no time inserted, leave it as it is.

Councilmember Wendt spoke of the D-H Magistrate having helped with that language, which she felt was a conflict.

There was Council discussion regarding the time limit on barking ranging from five minutes to fifteen minutes, having no designated limit, as well as the pros and cons of bark collars.

Public Comment

Glendean Hamilton spoke of raising and showing poodles. She spoke of the proper usage of bark collars and not having witnessed any detriment if they are installed properly.

Leigh Cluff spoke against bark collars and being grateful for barking dogs as they notify you of danger.

Debbie Pomeroy spoke in support of having a time limit. She spoke against bark collars, noting they are not a good solution.

Nancy Wright spoke of Council not having addressed the hours of 9 p.m. to 6 a.m. She believes this should be enforced anytime of the day. She recommended going with the five-minute limit.

There was further Council discussion regarding the time limit, the hours of enforcement and bark collars.

There was Council consensus to make it a five-minute time limit on barking.

Councilmember Hamilton noted language on Page 10 under "Enforcement Citations - responsible person". He recommended eliminating changing "County Code Enforcement Officer" to "County Animal Control Officer". There was consensus for this change.

Councilmember Hamilton noted on Page 11 where it says the Court may order any person... the word livestock needed to be changed to dog. There was consensus for this change.

Councilmember Wendt asked for consensus to move this forward to the next Regular Council meeting for vote.

CP Brown clarified that Council direction was that the changes would be forwarded to the Town Attorney for compilation. This was confirmed by Council.

Councilmember Hamilton confirmed that CP Brown would forward to the attorney the first part they talked about, the other side of the ordinance (other domestic animals), and this would be brought back to Council.

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

4.1. **Discussion and possible action to approve an employment contract with Lee Elliott for the Interim Town Manager position.**

Councilmember Hamilton stated that he would like to see a copy of the contract. Town Manager Kimball noted that she forwarded the contract today to Council Members.

Vice Mayor McBrady asked Mr. Elliott to introduce himself to the public. Mr. Elliott introduced himself as the new Interim Town Manager and gave an overview of his municipal background. He has worked in administrative management, financial management, public utilities, and is currently working as a municipal consultant. He is excited to be here in this region and is honored to represent the Town and Council.

Councilmember Hughes made a motion to approve the employment contract, seconded by Councilmember Wendt. The motion passed unanimously.

TM Kimball noted that the contract was not part of the packet but was available at Town Hall for review.

TM Kimball noted the amendment of the start date commencing August 9th, not the 14th.

Councilmember Hamilton asked Mr. Elliott if he would be working the four ten-hour day or five eight-hour day schedule. Mr. Elliott believed he would work the 5 eight-hour day schedule.

Councilmember Wendt spoke in appreciation of TM Kimball's efforts through all these years. TM Kimball thanked Council and said she would miss them all.

4.2. **Whether to hold additional special session(s) this month and whether to cancel the September 5, 2017, Regular Council Meeting.** (Per the 12/20/16 Council Meeting.)

TM Kimball explained that Mayor brought this issue up last year and the notes suggested that it was to be brought back to be discussed amongst Council at this time. She shared what was on the agenda at this time. There was Council consensus to hold the September 5, 2017, Regular Council Meeting, with no other special meetings to be held.

Councilmember Hamilton made a motion not to hold any additional special sessions this month, but keep the September 5th session, seconded by Councilmember Wendt. The motion was approved unanimously.

5. **Adjourn.** The meeting was adjourned at 7:58 p.m.

Terry Nolan, Mayor

ATTEST:

Julie Gibson, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
AUGUST 15, 2017, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, AUGUST 15, 2017, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** Vice Mayor McBrady called the meeting to order at 6:30 p.m.
2. **Opening Ceremonies.**
 - 2.1. **Pledge of Allegiance.** Led by Councilmember Hamilton.
 - 2.2. **Invocation.** Given by Councilmember Timmons.
3. **Roll Call.** Town Council Members Jack Hamilton, John Hughes, Amy Timmons, Doug Treadway, Victoria Wendt, and Vice Mayor Mark McBrady were present. Mayor Terry Nolan was absent.
4. **Announcements Regarding Current Events, Guests, Appointments, and Proclamations.**
 - 4.1. **Environmental Protection Agency Superfund Activity Update.**

EPA Project Manager, Jeff Dhont, was accompanied by the Community Involvement Coordinator, Yolanda Sanchez. Mr. Dhont noted that they gave their last report in April 2017. He presented his report by PowerPoint presentation and noted that it would include a quick summary of the project but would focus on the residential cleanup, which is the most recently accomplished portion of the overall cleanup project. Mr. Dhont noted that there were actually 580 yards sampled and studied since the inception of the project. Out of the 580 yards, 546 yards did **not** require cleanup. Thirty-one (31) yards were actually worked on during the cleanup. Cleanup included excavation of one-foot depth, some yards required a little deeper excavation. Some homes could have required deeper excavation, however, they laid down a warning marker (snow fence) and completed the backfilling and compaction process, as well as the restoration of features. This warning marker was used in 13 yards, most of those did not have homes. Some borings confirmed there was some contamination at 3 to 5 feet. Mr. Dhont explained the process for future digging in order to prevent further contamination. More detailed instructions on this process would be mailed to the property owners. He will also work with the Town's Building Official, as a method to inform local contractors. They consider the residential area cleanup complete, the threat has been remedied. The County Assessor receives the same information the Town does and the EPA has no control over property values. The titles of the properties that were sampled are not flagged in any manner.

The next steps are the continued work on the feasibility study and looking a variety of options for each area, the mine and smelter site. This is a very detailed process. They will come back to the Town to discuss the options. He estimated that this part of the process could occur by February.

There were questions regarding future owners and transfer of ownership; liability questions; the dam behind the tailings site; and how long would the warning markers hold up. Mr. Dhont referred the legal and liability questions to legal consult; stated that the dam was surprisingly solid at this time; and was unsure as to the life expectation of the warning marker fencing.

Public Comment

Jerry Brady spoke of Arizona State Law and the duty to bring forth immediately any known

public health and safety issue. He noted the Town's opportunity to join in a program under the Department of Defense for funding, but the funding is temporary, and needs to be acted on. He also mentioned that the Indian Tribes have the experience and equipment to help under the DOD.

Brian Beck, TA for the D-H TAG Group, spoke of the work done as being extremely beneficial and the threat has been eliminated. He spoke of site plans being in a repository with the Town. The Town needs to establish guidelines for when future issues of the contamination left behind arises such as impacted soil. He recommended any further digging or excavation materials be taken to the tailing site. He also recommended the Town enrolling in the blue stake program for street and utility digging.

Sandy Guigar inquired of Mr. Dhont if public use roads and road easements were tested. If they weren't tested what is the liability to the Town. Mr. Dhont said that there were easements that were sampled. Places where soil had been turned over, the levels were lows. He is not aware any samplings taken from under the streets. The focus was on the long-term exposure to people's yards. Short exposures such as street work were not the big concern. There was more concern about where people were living. They do not have the resources to accomplish street testing and it is unlikely there would be anything found there.

Councilmember Timmons asked if the park off Prescott Street was sampled. Mr. Dhont was unsure without checking his records, but did recall that most yards on that side of the street were not affected.

Public Comment

Jerry Brady informed that the park was constructed by APS who brought in clean fill direct. He also spoke of a former experiment at Olsen/Young/Mortimer Farms to see if plants could grow in contaminated soil; the War Department has records on this.

Councilmember Hamilton thanked the EPA for their work on achieving the funding for the cleanup project. Mr. Dhont said he did not claim all the credit for this, and was happy there was money to be targeted at the time.

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

Lee Elliott, Interim Town Manager (ITM), thanked the Council for their appointment. He noted best wishes to former Town Manager, Yvonne Kimball, and thanked for her transition efforts. He said this would be short report, as he is only five days on the job. He cited that Staff are working on the codification the Animal Ordinance and will have it back to Council shortly. He noted the importance of the street plan. He has met with some Council Members and would like to complete meeting with the remainder before the end of August. In early September he would like to have a Work Session to formulate what items are to be worked on during this interim period.

6. **Consent Agenda.**

6.1. Minutes. Minutes from the May 9, 2017, Work Session; May 9, 2017, Budget Session; May 16, 2017, Regular Council Meeting; June 6, 2017, Regular Council Meeting; June 13, 2017, Work Session; July 18, 2017 Regular Council Meeting; and July 28, 2017, Special Session.

Councilmember Treadway made a motion to approve Minutes from the May 9, 2017, Work Session; May 9, 2017, Budget Session; May 16, 2017, Regular Council Meeting; June 6, 2017, Regular Council Meeting; June 13, 2017, Work Session; July 18, 2017 Regular

Town Council Regular Meeting Minutes, August 15, 2017
Council Meeting; and July 28, 2017, Special Session, seconded by Councilmember
Hughes. The motion passed unanimously.

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

Roy Mills asked Council who controls waste running over from one property to another. It was explained to Mr. Mills this was his opportunity to share a concern with Council, but Council was unable to respond according to the agenda and Open Meeting Law. The process was explained to Mr. Mills how to get an item agendized at a future meeting and that he was welcome to share his concern at this time. Mr. Mills described a situation where a resident performed a grading project consisting of cut and fill on their property in an inferior manner. The rains washed the soil down to a lower property. There was no return phone call from the previous Town Manager on this issue and no one from the Town came out to look at it. He noted that it could be a health and safety issue. He cited no communication in this Town. He inquired how the people he represents can get this on the agenda or if they should contact an attorney. He noted that he was the middle guy in this matter.

Leigh Cluff spoke of not meaning to complain, but last week over an hour of time and an approximate \$200 was wasted in attorney fees on an ethics violation. She noted that, twice this night, the person that brought this up, spoke out of turn, and needed to comply as well.

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

8.1. Report of the BLM access and communication with adjacent property owners and direction to proceed with land survey and submission of application to BLM.

Community Planner (CP) Steven Brown gave a PowerPoint presentation on this agenda item including maps with proposed routes. He summarized that in regard to the report on the BLM access there needs to be communication with adjacent property owners and a survey of private easements to be part of the overall emergency ingress/egress from the Blue Hills area. Staff has continued working on various aspects of the data gathering and planning for the development of an emergency ingress to serve the Blue Hills area during emergency evacuation scenarios. Staff has completed the Standard "Form 299 Application for Transportation and Utility Systems and Facilities on Federal Land", which includes the Draft Plan of Development. Staff has held meetings with five of the six private property owners, in an effort to secure their agreement to convert private access/roadway easements that make up Bandit Way and Read Star Mine Road, to allow the public to utilize them during emergency evacuations, and to link them across the BLM right-of-way requested. CP Brown recommends that Council direct Staff to submit the application for the ROW from the BLM, continue discussions with property owners and planning activities working towards the possible emergency ingress/egress to serve the Blue Hills area, and that Staff obtain a quote for the survey work to establish the physical locations of the easements for Bandit Way and Read Star Mine Road, as well as the proposed BLM right-of-way.

Councilmember Timmons inquired as to why BLM does not care for the option proposed by the Town. CP Brown answered that BLM had to look at alternatives; this was the option that appeared to be the best. CM Timmons asked about the landowners' responses. CP Brown said that the landowners are concerned but are not opposed to the easements when they are assured of the safeguards that will be taken to ensure this will be used for emergency purposes only.

Councilmember Hamilton asked the Town Attorney if you build a public road with public

money can you designate it for emergency use only. Attorney Goodwin said that what is being looked at is an easement. CP Brown confirmed this. CM Hamilton reiterated his question that if you could limit the use of the road for emergencies. Attorney Goodwin again noted that these were roadway easements and she believes there is enough public control to spend public monies on it, as it is for public safety issues of fire access and ingress/egress. CM Hamilton spoke of asking emergency management agencies for their preferences on recommend the top two or three roads were that needed to be addressed for money. He would like to see their recommendations before moving forward. He did not approve of the proposed route, noting that they would require excessive money for improvements. He feels any fire in that area would come down Green Gulch and that is this area and he believes this would lead to disaster in times of emergency egress. He agreed with pursuing the application process but holding off on survey monies until they hear back from the emergency agencies.

Councilmember Wendt inquired of CP Brown if he had heard back from the emergency agencies that were contacted. As Firewise Chairman, she would like to have a copy of the letter, for her records, that went to the emergency agencies. CP Brown explained that the Public Works Director Hanks was tasked with this project. CM Wendt spoke of the General Plan recommendations and the liability that could be incurred by not pursuing an emergency access route. She encouraged hearing from Town members present at the meeting about their opinions on this matter.

Councilmember Hamilton did not recall the General Plan saying much about circulation roads but the Transportation Plan does. This is the second part addressed. The reason the Town did not pursue the completion of the Transportation Plan was that the cost was about \$40 million dollars. He spoke of needing a property tax to support something like this and that would need to be put to ballot. The citizens would have to decide whether they are willing to pay for this. He spoke of the HURF fund and the future issues that could be faced after the 2020 census with possible deficient growth in D-H compared to the State.

Public Comment

Leigh Cluff spoke of having been evacuated during the Goodwin Fire and what actually caused the delay in evacuation and that it was not a spotlight.

Councilmember Wendt spoke of taking \$8,000 from the Old Black Canyon Highway and moving it to egress funding and the urgency of accomplishing an emergency route in the Blue Hills area.

Councilmember Treadway spoke of using logic and exploring all options. He also noted of being fortunate to have people in the community willing to step up. Will Orr of Earth Resources Corporation offered to CM Treadway that he would donate his time and some of his equipment to help in this proposed emergency route.

Public Comment

Robert Baker spoke of a second egress not meaning you have to build a road to go back to the same point. It means it is separate from your first egress route. He spoke of doing what was mentioned at the July 18, 2017, Council Meeting, to get with the emergency agencies and let them come up with the best route. The priority is to protect people. Mr. Baker spoke of the excellent job that Community Planner is doing on this issue. Mr. Baker spoke of the Town having enough money to fix up an old building on Main Street or build a new Town Hall but there is not enough money to make a road. He spoke of what is best for the citizens of the Town, not just the Blue Hills.

Jerry Brady spoke of giving the Town Staff a map from the Department of Defense that included access and emergency roads. He described a state program called the Public Assistance Funds that will go away on October 1st, due to a lack of applications from local governments. He noted that there were meetings that Town Staff did not attend in Prescott that would have provided the certification training necessary to apply for this Public Assistance funding. He recommended a Town liaison attend this training.

Councilmember Timmons thanked CP Brown for the information provided on this agenda item. She also thanked Councilmember Wendt for her volunteer efforts.

Councilmember Wendt asked Mr. Brady to provide information about the training he mentioned to the Interim Town Manager. Mr. Brady confirmed he would give a manual to the Interim Town Manager.

Public Comment

Robert Baker spoke of having forgotten to mention that Community Planner Brown is awesome and thanked him for advocating for community safety.

Frank Davidson spoke of their property backing up to the BLM property and having a conversation with Robert Baker, initially, wherein they offered access across their property to the BLM land. He spoke of another better option, but recommended that the route meet with Shirley Lane.

Councilmember Wendt made a motion to direct Staff to submit an application for the right-of-way from the BLM; to continue discussions with property owners and planning activities working toward the possible emergency ingress/egress to serve the Blue Hills area and possibly for Staff to get a quote for the survey work to establish the physical locations for the easements for Bandit Way, Read Star Mine Road, as well as the proposed BLM right-of-way, seconded by Councilmember Hughes.

CP Brown noted that Staff already has a survey quote of \$1,800 for mapping that whole route.

Councilmember Wendt amended her motion to have Staff start and begin that survey and commission them to do such.

Councilmember Hughes asked about the previous request for three access routes from emergency service agencies. Would this be a waste of money until that information is received? He believes that this needs to be pursued expediently with the BLM, but does not want to jump the gun. CP Brown replied that even if other alternatives are looked at as a result of that priority, funds will still need to be expended to analyze those routes as well.

Councilmember Timmons asked if Councilmember Wendt would consider restating her motion to include waiting to have the survey until CP Brown meets with the emergency agencies and that task is completed.

Councilmember Wendt restated her motion, to direct Staff, particularly Mr. Brown, to discuss what we are doing here in the survey to be completed but we need to talk first to the emergency agencies that we have previously directed a request of, in indicating what emergency roads they are.

CP Brown noted that Councilmember Wendt previously mentioned in her motion to apply to BLM.

Councilmember Wendt made a motion to have Staff apply to the BLM the application for the right-of-way across that property and, in the meantime, have Mr. Brown speak with the

emergency agencies, that we directed a letter to, prior to having the survey done, but once we have approval and they say yes that's it, that's a good route, then going ahead and have Council commission the survey to be done.

CP Brown clarified that this would be brought back to Council when it was done.

The motion was seconded by Councilmember Hughes. The motion passed unanimously.

Councilmember Wendt clarified that she withdrew any previous motions, other than the final motion that was approved.

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

9.1. Discuss and Consider Raising Staff Salary Range [CAARF submitted by CM Hamilton].

Councilmember Hamilton gave an overview of his CAARF explaining that he wants to raise the salary ranges up a bit. He noted the practice of staff being hired in at mid-range on the scale, so they can go higher in time. He noted this is a way to get good staff.

There was Council discussion regarding the COLA increase recently approved, that not all Staff leave because of money, that they must naturally change jobs; revisit that at a later date.

ITM Elliott spoke of this issue needing more study as this is a service-based organization and the recruiting and maintaining of your employees is important.

There was further Council discussion about the ranges being adjusted, not necessarily the current salaries; the range not having been adjusted since 2011 and the need to revisit this.

Public Comment

Leigh Cluff spoke of being confused by a comment regarding raising the cap, but offering a much lower salary. She does not feel people move on because of money, this was not why former Town Manager Yvonne Kimball moved on. She spoke of sitting here saying they have no money, but now they want to budget out for something else.

There was further Council discussion about salary caps; the impact on the Town budget; and the need for more research and comparison studies.

ITM Elliott spoke of seeing if the Town has some established comparable that he can research and share with Council.

Public Comment

Lisa Baker inquired if anyone could tell her if, when the document (salary range) was penned in 2011, did it have any basis or any relevance to the budget or was it brought forth regardless of revenue streams at that time. She spoke of her experience with budgets, and if there is no increase in the revenue stream, are you putting the cart before the horse or will you be making changes where those funds are allocated.

There was further Council comment and discussion and Vice Mayor McBrady recommended moving on.

9.2. Council Ratification of the Volunteer of the Year 2016 Nominees.

Community Planner Brown gave an overview of the VOTY process and how the selections are made.

The committee chose three recipients for the 2017 Volunteer of the Year award.

The Firewise Board was chosen for their sacrifice of time in the pursuit of abatement participation; efforts to provide a secondary emergency access in the Blue Hills area; and door to door missions to raise awareness.

Bart Brush, local Gardener and former Teacher, has selflessly donated countless hours to projects such as Humboldt's Elementary School's Garden, Native Habitat and Nature Trail; Highlands Center for Natural History School Yard Partnership, U of A Project Harvest and Slow Food; community playground development; and Pioneer Day in collaboration with DHHS.

The committee also recognizes Carl Marsee, posthumously, in recognition of his service to the Dewey-Humboldt Historical Society. Carl's community spirit went above and beyond.

There will be a banquet to honor the VOTY recipients.

Councilmember Treadway made a motion to ratify the Volunteer of the Year 2016 Nominees, seconded by Councilmember Hamilton. The motion passed unanimously.

9.3. Dewey-Humboldt Historical Society's request to use Town property located at 12938 E. Main Street (Agua Fria Festival).

Community Planner Brown offered to speak on this request explaining that he recently processed the application of the DHHS to use the town-owned lot on Main Street during the festival.

Councilmember Hamilton made a motion to approve the Dewey-Humboldt Historical Society's request to use the Town property located at 12938 E. Main Street (Agua Fria Festival), seconded by Councilmember Timmons. The motion passed unanimously.

9.4. Discussion and possible action to accept the letter of waiver of conflict of interest by the Town Attorney for the purpose of facilitating an exchange of real property with the Humboldt Unified School District.

Town Attorney Goodwin noted that he letter in the meeting packet was self-explanatory. Her firm has at times represented the Humboldt School District in legal matters. This matter will involve both the Town and the School District. Her firm will not be representing the school in this issue, they will represent D-H.

Councilmember Hamilton made a motion to accept the letter of waiver of conflict of interest, seconded by Councilmember Wendt. The motion passed unanimously.

10. Public Hearing Agenda. None.

11. Adjourn. The meeting was adjourned at 9:12 a.m.

Terry Nolan, Mayor

ATTEST:

Julie Gibson, Administrative Assistant



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

TOWN COUNCIL REGULAR MEETING

September 5, 2017 - 6:30 p.m. Town Council Meeting Chambers

Agenda Item #8.1. Report on BLM Road Development

To: Mayor and Town Council Members

From: Steven Brown, Community Planner/Code Officer

Date submitted: August 28, 2017

Summary:

Report on the BLM access, communication with adjacent property owners and survey of private easements to be part of the overall emergency ingress/egress from the Blue Hills area.

Staff has continued working on various aspects of the data gathering and planning for the development of an emergency ingress to serve the Blue Hills area during emergency evacuation scenarios.

Staff has completed the standard "Form 299 Application for Transportation and Utility Systems and Facilities on Federal Land", which includes the Draft Plan of Development. Council approved submitting the application, but BLM Real Estate Officers have asked us to nail down the connections on Bandit Way and Read Star Mine Road prior to submission.

Staff has held meetings and discussions with all of the private property owners, in an effort to secure their agreement to convert private access/roadway easements that make up Bandit Way and Read Star Mine Road (Exhibit A), to allow the public to utilize them **only** during emergency evacuations, and to link them across the BLM right-of-way requested. The connection across the BLM property would be gated to prevent regular use.

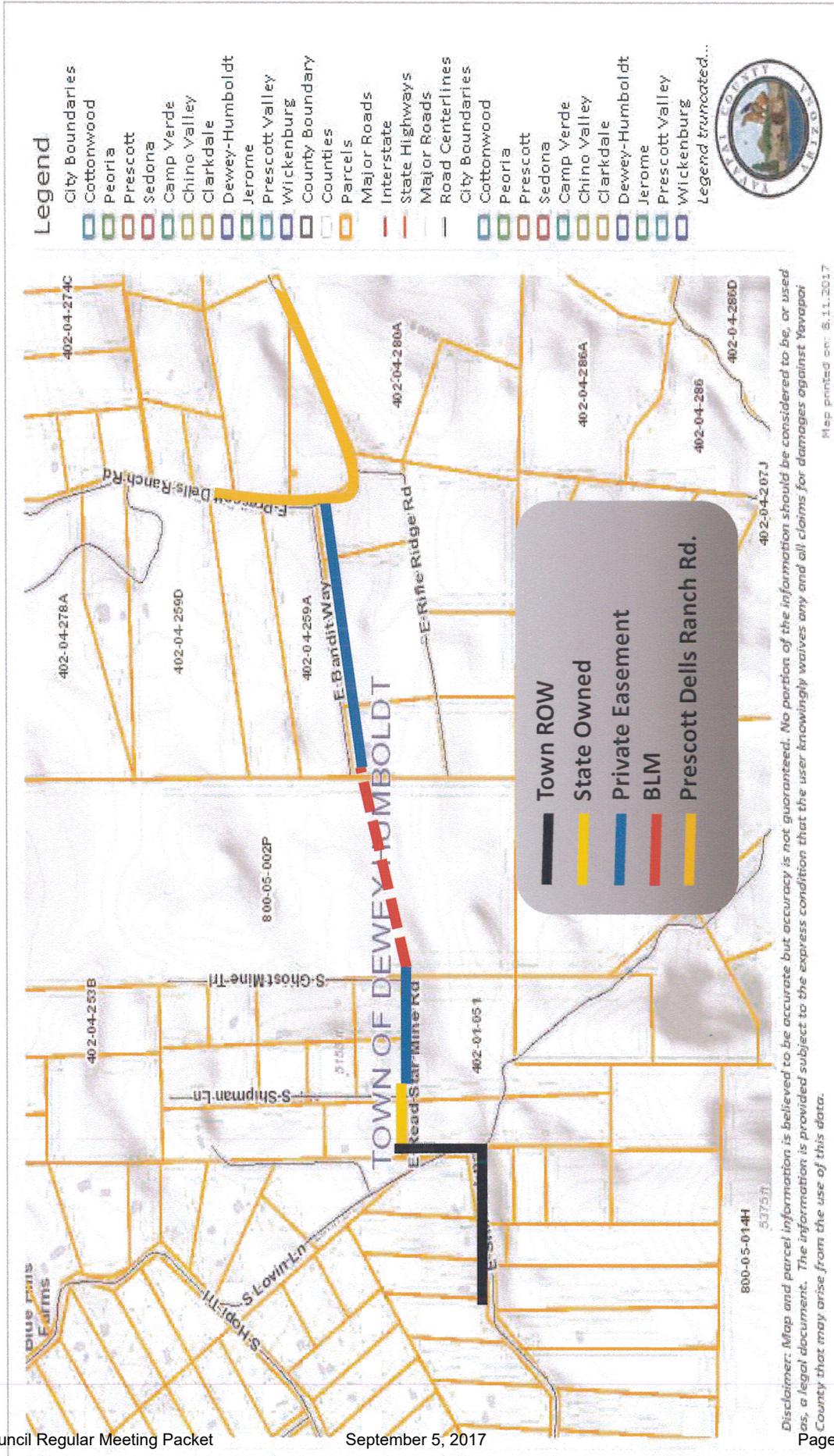
To further explore this emergency ingress/egress, Staff is requesting permission to contract for a Record of Survey to be developed for the length of both Bandit Way and Read Star Mine Road, as well as the proposed right-of-way across the BLM property. We have received a bid from Meridian Surveyors, who are regular vendors for the Town, that totals \$1,800.

Before committing to the survey, Council directed staff to poll the heads of the Public Safety and Emergency Management agencies in the region regarding their preference between three (3) alternatives for the provision a secondary emergency ingress/egress to serve the Blue Hills area (Exhibit B). The following agency representatives were asked about their preference and the responses were as follows:

- Yavapai County Sherriff Lt. Daniel Raiss – **Alternative A**
- Emergency Mgt. Coordinator Denny Foulk – **Alternative A**
- Central Arizona Fire and Medical Authority Fire Marshall Rick Chase – **Alternative A**
- Firewise Board Member Robert Baker – **Alternative A**

Recommendation:

It is recommended that the Council direct Staff to submit the application for ROW from the BLM, continue discussions with property owners, and planning activities working towards the possible emergency ingress/egress to serve the Blue Hills area, and that Staff commission the survey covered in the quote from Meridian Surveyors, in order to establish the physical locations of the easements for Bandit Way and Read Star Mine Road, as well as the proposed BLM right-of-way.



Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

Map printed on: 8.11.2017



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TOWN COUNCIL REGULAR MEETING

September 5, 2017 – 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 8.2. To approve amending Chapter 90 of the Animal Code, Ordinance No. 17-137.

To: Mayor and Town Council Members

From: Steven Brown

Date: September 1, 2017

Recommendation: Staff recommends the Council review, discuss and act on Ordinance 17-137 amending Chapter 90 Animal Code.

Summary: Ordinance 17-137 amends Chapter 90 removing all references to animals other than Dogs.

ORDINANCE N^o-17-137

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 IX GENERAL REGULATIONS, CHAPTER 90 ANIMALS BY RENAMING CHAPTER 90 AS DOGS RELATED TO THE CONTROL AND REGULATION OF DOGS, DANGEROUS AND BITING DOGS, MAINTENANCE STANDARDS FOR DOGS AND ENFORCEMENT; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

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 IX Administration, Chapter 90 Animals, is hereby amended to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

CHAPTER 90 ~~ANIMALS~~ DOGS

Animal-DOG Control

§ 90.01 DEFINITIONS.

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

~~**ANIMAL.** Any nonhuman mammal, bird, reptile, amphibian or fish.~~

ADEQUATE CARE. THE PROVISION OF A CLEAN, SAFE SHELTER, WHICH PROVIDES PROTECTION FROM THE WEATHER, SUFFICIENT VENTILATION FOR HOT AND COLD SEASONS, ADEQUATE FOOD, WATER AND EXERCISE CONSISTENT WITH THE NORMAL REQUIREMENTS AND FEEDING HABITS OF THE SIZE, SPECIES AND BREED OF THE DOG(S), AND VETERINARY CARE WHEN NEEDED TO PREVENT SUFFERING.

~~**AT LARGE.** Being neither confined by an enclosure nor an electronic fence capable of restraining the animal, nor physically restrained on a leash.~~ NOT ON THE PREMISES OF A RESPONSIBLE PERSON AND NOT UNDER THE CONTROL OF A RESPONSIBLE PERSON. A DOG IS NOT AT LARGE IF IT IS IN A SUITABLE ENCLOSURE OR PHYSICALLY-UNDER CONTROL OF A RESPONSIBLE PERSON.

CRUELLY MISTREAT. To beat, cruelly ill-treat, abandon, torment, overwork or otherwise abuse ~~an animal~~ A DOG, TO torture or inflict unnecessary serious physical injury on ~~an animal~~ A DOG ~~animal~~ or to kill ~~an animal~~ A DOG in a manner that causes protracted suffering to the ~~animal~~ DOG.

CRUELLY NEGLECT. ~~To fail to provide an animal with necessary food, water or shelter.~~ TO FAIL TO PROVIDE FOR A DOG'S HEALTH OR SAFETY, INCLUDING BUT NOT LIMITED TO FAILURE TO PROVIDE ADEQUATE FOOD, WATER, SHELTER, EXERCISE, OR NECESSARY VETERINARY CARE TO A DOG OR TO ADEQUATELY CONFINE A DOG IN A MANNER APPROPRIATE TO ITS SPECIES, BREED, AGE AND CONDITION.

DANGEROUS ANIMAL DOG. Any ~~animal~~ DOG that bites without provocation, is known to have a history, tendency or disposition to bite, or kills or causes injury, including injury to HUMANS OR ~~domesticated~~ OTHER animals.

DOG. A member of the canis lupis familiaris and domesticated wolves and offspring of dogs cross-bred with wild animals or domesticated wolves.

ENFORCEMENT OFFICER. Any person responsible for the enforcement of this chapter.

FARM ANIMALS. ~~Any animals other than household pets.~~

HOUSEHOLD PET. ~~A domesticated animal, such as a dog, cat, rabbit, bird, rodent, fish, or turtle, that is traditionally kept in the home for pleasure. rather than for commercial purposes.~~

IDENTIFICATION. COUNTY DOG LICENSE, RABIES TAG, MICROCHIP.

MICRO CHIP. A device implanted in a dog, used for identification, usually between the withers of a ~~canine~~ DOG.

RABIES VACCINATION. ~~The administration of a rabies vaccine to animals by a veterinarian. identified with a Rabies tag~~

RESPONSIBLE PERSON. AN OWNER OR OTHER person who has possession, care, custody or control of ~~an animal~~ A DOG.

UNDER CONTROL. PHYSICALLY RESTRAINED BY A LEASH, ROPE, CORD OR CHAIN OR OTHER DEVICE AND UNDER THE DIRECT SUPERVISION AND CONTROL OF A RESPONSIBLE PERSON UNLESS IN A TRAINING ENVIRONMENT OR ON PERSONAL PROPERTY AND IN DIRECT VERBAL CONTROL OF A RESPONSIBLE PERSON.

WORKING DOGS. Dogs kept for the primary purpose of hunting, herding, search and rescue, law enforcement, service dogs, guardian dogs, livestock protection, or other jobs, under the supervision of a responsible person ~~and while carrying out these purposes.~~

§ 90.02 GENERAL PROVISIONS.

(A) Any dog over the age of four months shall have a current ANTI-RABIES VACCINE AND identification-TAG ~~number~~ issued by Yavapai County, ~~and, except as otherwise provided in this paragraph,~~ SHALL wear a collar or harness to which is attached a valid rabies tag AND A

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YAVAPAI COUNTY LICENSE. Dogs shall not be required to wear a collar or harness with a valid rabies tag attached while being used for control of farm animals, while being used or trained for hunting, while being exhibited or trained at a kennel club event, while engaged in races approved by the Arizona Racing Commission or while being transported to and from such events, provided that they are properly vaccinated and controlled on the property of a responsible person.

~~(AB)~~ No dog shall be at large except as provided herein. Dogs shall be confined within a suitable enclosure capable of restraining the DOG ~~animal~~ or otherwise physically restrained to prevent entry of dogs on public or private property other than the ~~responsible person's~~, OWNER'S or on a leash of sufficient length and strength to control the dog.

(1) NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THIS CHAPTER, A DOG MAY RUN AT LARGE WHILE PARTICIPATING IN FIELD TRIALS, OBEDIENCE CLASSES, KENNEL CLUB EVENTS, ORGANIZED SCHOOL OR PARK SPONSORED SHOWS WHILE ASSISTING ITS OWNER OR ARE WORKING DOGS BEING TRAINED, WHILE HUNTING OR HERDING LIVESTOCK, ASSISTING A POLICE OFFICER ENGAGED IN LAW ENFORCEMENT DUTIES, OR WHILE ASSISTING A HANDICAPPED PERSON IN THEIR DAILY ACTIVITIES IF ON PERSONAL PROPERTY AND UNDER CONTROL SO LONG AS THE DOG CAN BE IMMEDIATELY LEASHED UPON ANY PERSON'S REASONABLE REQUEST.

(2) A DOG IS ALLOWED TO OCCUPY VEHICLES, INCLUDING TRUCK BEDS, WITHOUT RESTRAINT, BUT UPON LEAVING A VEHICLE OR TRUCK BED, IT IS CONSIDERED TO BE AT LARGE.

(3) NOTHING CONTAINED HEREIN SHALL PROHIBIT OR RESTRICT ANY ACTIVITY INVOLVING WORKING DOGS, WHETHER THE DOG IS RESTRAINED OR NOT, IF THE ACTIVITY IS DIRECTLY RELATED TO THE WORKING, EXHIBITING OR RAINING OF DOGS, AS PURSUANT TO TITLE 3 OF THE ARIZONA REVISED STATUTES.

~~—(C)— It shall be unlawful for a responsible person to maintain a dog that excessively barks, howls, emits other noises or otherwise disturbs the peace and quiet of nearby neighbors.~~

~~—(D)— It shall be unlawful for a responsible person for a farm animal, to permit such farm animal to run at large within the corporate limits of the town. Farm animals roaming at large within the corporate limits of the town shall be retrieved by the responsible person within a reasonable period of time after notification.~~

~~(EC)~~ *Animal care.*

(1) No responsible person shall fail to provide his ~~animals~~ DOGS with ~~sufficient food and water, proper shelter and protection from the weather, or veterinary care when needed~~ ADEQUATE CARE.

(2) No person shall, cruelly mistreat or CRUELLY neglect, ~~an animal~~ A DOG, or cause, instigate or permit any dogfight, cockfight, bullfight or other combat between ~~animals~~ DOGS or between ~~animals~~ DOGS and humans.

(3) The Enforcement Officer, on WITNESSING IMMINENT DANGER AND WHO BELIEVES a reasonable belief that very prompt action is required to protect the health or safety of ~~an animal or the health or safety of other animals~~ A DOG may immediately impound any animal DOG that appears to be cruelly neglected or otherwise cruelly mistreated ~~as described in this section~~. The Enforcement Officer shall then request a hearing pursuant to this chapter for the disposition of the impounded ~~animal~~ DOG.

~~(4) Nothing contained herein shall prohibit or restrict any activity involving a dog, whether the dog is restrained or not, if the activity is directly related to the business of shepherding or herding livestock and the activity is necessary for the safety of a human, the dog or livestock or is permitted by or pursuant to A.R.S. Title 3.~~

~~§ 90.03 EXEMPTIONS; DOGS RUNNING AT LARGE.~~

~~—(A) A dog may run at large while participating in field trials, obedience classes, kennel club events, organized school or park sponsored shows, while assisting the responsible person or being trained in legal hunting or in herding livestock, while assisting a police officer engaged in law enforcement duties, or while assisting its blind or deaf master, so long as sufficient control is exercised and the responsible person's control would permit immediate leashing of the dog upon any person's reasonable request.~~

~~—(B) A dog is allowed to occupy vehicles, including truck beds, without restraint, but upon leaving a vehicle or truck bed, it is considered to be at large.~~

~~§ 90.04- 90.03 ENFORCEMENT; RUNNING AT LARGE.~~

(A) Any dog which is running at large may be apprehended and impounded by the Enforcement Officer. The Enforcement Officer shall have the right to enter upon private property in order to apprehend any dog that has been running at large, provided the Enforcement Officer is in reasonable pursuit of the dog.

(B) Enforcement officers may issue citations to the responsible person. The procedure for the issuance of a notice to appear shall be as provided by peace officers in A.R.S. § 13-3903, except that the Enforcement Officer shall not make an arrest before issuing the notice. The issuance of citations pursuant to this subchapter shall be subject to the provisions of A.R.S. § 13-3899.

~~—(C) If farm animals are running at large, the cost of enforcement shall be borne by the owner of the farm animals.~~

~~§ 90.05- 90.04 RELEASE OF IMPOUNDED DOG.~~

(A) Any person requesting the release of an impounded dog shall provide proof of an ANTI-rabies vaccination, or shall obtain an ANTI-rabies vaccination and shall pay for the costs of impoundment. Proof of ownership may be required prior to release.

(B) Any impounded dog which is not claimed within 72 hours shall be deemed abandoned after every effort to contact the owner by means of current County Tags, Microchip or Rabies Tags. Enforcement officers may take possession of abandoned dogs and may place the dog for sale or may dispose of the dog in a humane manner. Any person purchasing an abandoned dog shall obtain a rabies vaccination and pay the applicable fees and impoundment fees.

DANGEROUS AND BITING ANIMALS

§ 90.15 PROPER ENCLOSURE FOR DANGEROUS DOG.

A DANGEROUS DOG SHALL BE SECURELY CONFINED INDOORS OR OUTDOORS IN A SECURELY ENCLOSED AND LOCKED PEN OR STRUCTURE, SUITABLE TO PREVENT THE ENTRY OF YOUNG CHILDREN AND DESIGNED TO PREVENT THE ANIMAL FROM ESCAPING. SUCH PEN OR STRUCTURE SHALL HAVE SECURE SIDES, TOP AND FLOOR, AND SHALL ALSO PROVIDE PROTECTION FROM THE ELEMENTS FOR THE DOG.

§ ~~90.15~~ 90.16 DETERMINATION OF TOWN MAGISTRATE.

(A) If the Enforcement Officer has reason to believe ~~an animal~~ A DOG is a DANGEROUS DOG ~~animal~~, The Enforcement Officer ~~he~~ may file a petition with the town's Magistrate Court for a determination that the ~~animal~~ DOG is dangerous as defined in § 90.01.

(B) The Town Magistrate shall notify the responsible person for the DOG ~~animal~~ of the date, time and place of a hearing for a determination of a dangerous ~~animal~~ DOG.

(C) Following the hearing, the Town Magistrate may declare the DOG ~~animal~~ to be dangerous as defined in § 90.01. Each day of non-compliance shall constitute a separate offense.

§ ~~90.16~~ 90.17 CONTROL OF DANGEROUS DOGS ~~ANIMALS~~.

No person having charge, care, custody or control of ~~an animal~~ A DOG determined to be a dangerous ~~animal~~ DOG shall permit the animal off his or her premises unless the ~~animal~~ DOG is securely restrained by a responsible person who can physically keep the ~~animal~~ DOG in control.

§ ~~90.17~~ 90.18 KILLING OF DANGEROUS ANIMALS.

Any law enforcement officer is hereby authorized to destroy any ~~animal~~ DOG determined to be a dangerous ~~animal~~ DOG when immediately necessary to protect any person or property.

§ ~~90.18~~ 90.19 BITING ANIMALS DOGS.

The procedures set forth in A.R.S. § 11- 1014 shall be followed for biting ~~animals~~ DOGS.

MAINTENANCE; NUISANCE

§ 90.30 MAINTENANCE ~~STANDARDS~~.

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(1) VIOLATION OF THIS § 90.30 SHALL CONSTITUTE A NUISANCE AND A VIOLATION OF THIS CHAPTER.

(2) IT SHALL BE UNLAWFUL FOR A RESPONSIBLE PERSON TO MAINTAIN A DOG THAT EXCESSIVELY BARKS, HOWLS, EMITS OTHER NOISES OR OTHERWISE DISTURBS THE PEACE AND QUIET OF NEARBY NEIGHBORS OVER FIVE MINUTES OR BETWEEN THE HOURS OF 9:00 PM AND 6:00 AM.

(3) MAINTENANCE STANDARDS.

Premises on which ~~animals or fowl~~ DOGS are kept shall be maintained in a manner not to unreasonably interfere with the use and enjoyment of the properties of others, including but not limited to compliance with the following maintenance standards:

~~—(A) All animals and fowl and the pens, stalls, stables, yards, shelters, cages, areas, places and premises where they are held or kept, shall be so maintained that flies, insects, vermin, rodent harborage, odors, ponded water, the accumulation of manure, garbage, refuse or other noxious material do not become a public health nuisance.~~

~~—(B) Animal manure and droppings shall be removed from enclosures such as pens, stables, yards, cages, and stalls and handled or disposed of in a manner free of health hazard or public health nuisance. Nothing in this division shall be deemed to prohibit the use of animal manure or droppings on any farm, garden, lawn or ranch.~~

~~—(C) Watering troughs shall be equipped with adequate drainage to allow for adequate run-off to prevent a health hazard.~~

(1) EMISSION OF ODOROUS GASES OR OTHER ODOROUS MATTER SHALL BE CONTAINED IN SUCH QUANTITIES SO AS NOT TO BE OFFENSIVE OR CREATE A PUBLIC NUISANCE OR HAZARD.

(2) DOG WASTE SHALL BE REMOVED FROM PENS, YARDS, CAGES AND OTHER ENCLOSURES AND HANDLED OR DISPOSED OF IN AN APPROVED MANNER FREE OF HEALTH HAZARD OR PUBLIC HEALTH NUISANCE.

(3) WATERING VESSELS SHALL BE MAINTAINED TO PREVENT THE BUILDUP OF ALGAE AND TO PREVENT THE BREEDING OF MOSQUITOES.

~~§ 90.31 NUISANCE PROHIBITED.~~

~~—Violation of § 90.30 shall constitute a nuisance and a violation of this chapter.~~

ENFORCEMENT

§ 90.98 CITATION ISSUED TO RESPONSIBLE PERSONS.

(A) For purposes of this section and § 90.30, the Enforcement Officer shall be ~~the Town Code Enforcement Officer or designee or the County Animal Control Officer.~~

(B) It is unlawful for any person to interfere with the Enforcement Officer in the performance of his duties pursuant to this chapter.

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(C) Enforcement will only occur upon signed complaint and a preliminary investigation to verify that a violation has in fact occurred.

(D) If the Enforcement Officer determines there is probable cause to believe that a violation of this chapter has occurred, he may file a complaint in the Magistrate Court and cause the complaint to be served on the person alleged to be violating this chapter. The citation shall set forth the specific violation with which the person is charged and the time and place of such violation.

(E) Each day a violation continues shall constitute a separate offense.

(F) Fines for violating the provisions of this chapter shall be adopted from time to time by resolution of the Council. Any person charged with a violation of this chapter who does not pay the fine shall appear in the Magistrate's Court at a date and time set by the court for disposition in accordance with § 90.99, unless all fines imposed have been paid at least 24 hours in advance of the scheduled court appearance.

§ 90.99 PENALTY.

(A) Any person who violates any provision of this chapter for which no penalty is provided shall be subject to the terms of § 10.99.

(B) A person who is convicted of a violation of §§ 90.02 through ~~90.04~~ 90.03 is guilty of a Class 2 misdemeanor. As a minimum penalty, a person convicted hereunder shall pay a fine of not less than \$50, which shall not be suspended unless, at the discretion of the court, that person is ordered to perform and complete a minimum of eight hours of community service.

(C) Any person violating the conditions of § ~~90.16~~ 90.17 or is in charge of a dangerous ~~animal~~ DOG as defined herein, may be fined in the amount of \$250 and be liable for reimbursement of any costs incurred by law enforcement officials in the exercising of their duties.

~~(D) A person convicted of violating § 90.02(D) shall be found responsible for a civil code infraction and shall be subject to the civil sanctions on the first offense as set forth in § 10.99 of this code. Thereafter, a violation of § 90.02(D) shall be a Class 2 misdemeanor subject to the penalty provisions set forth in § 10.99 of this code. The court may order any person who violates § 90.02(D) to pay all expenses related to the impounding of the livestock, including shelter, food, handling, transport and veterinarian care. The court may also order any person who violated this chapter to pay all related court fees or costs or penalties.~~

Section II. Savings Clause

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

Section III. Repeal of Conflicting Ordinance

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

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

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this ____ day of September 2017.

Terry Nolan, Mayor

ATTEST:

Julie Gibson, Town Clerk

APPROVED AS TO FORM:

Gust Rosenfeld, P.L.C.
Town Attorneys
By Susan D. Goodwin

I, JULIE GIBSON, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 17-137 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA ON THE ____ DAY OF SEPTEMBER 2017, WAS POSTED IN THREE PLACES ON THE ____ DAY OF SEPTEMBER 2017.

Julie Gibson, Town Clerk

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TOWN OF DEWEY-HUMBOLDT
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TOWN COUNCIL REGULAR MEETING

September 5, 2017 – 6:30 pm Town Council Meeting Chambers

Agenda Item #9.1. 2017 Fall Pavement Preservation bid award. Discussion and possible action.

To: Mayor and Council Members
From: Lee Elliot, Interim Town Manager
Ed Hanks, Public Works Director
Date submitted: August 23, 2017

Recommendation: Staff recommends Earth Resources Corporation be awarded the 2017 Pavement Preservation Contract for a contract amount of \$44,652.90.

Summary:

The 2017 Pavement Preservation Project was advertised and bids were opened on August 14, 2017. The Town received bids from five (5) responsible contractors for this project. After reviewing the bids, Earth Resources Corporation was the lowest responsible bidder at a total bid of \$44,652.90.

The bid came in under the budgeted amount of \$47,100.00.

Attached is the Bid Tabulation breaking down all bidders bids.

Thank you for your consideration.

Budget: Affected by this contract award item

Attachments: Bid Tabulation Sheet. Copy of advertised bid documents and contract.

2017 Fall Pavement Preservation

Item No.	Description	Quantity	Units	Cactus Asphalt		Earth Resources		Asphalt paving and supply		Sunland Asphalt		Cholla Pavement	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 750.00	\$ 750.00	\$ 1,200.00	\$ 1,200.00	\$ 7,378.00	\$7,378.00	\$ 5,000.00	\$ 5,000.00
3	Allowance for Extra work	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$ 5,000.00
4	Traffic Control	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 7,750.00	\$ 7,750.00	\$ 9,180.00	\$ 9,180.00	\$ 11,961.60	\$11,961.60	\$ 10,000.00	\$ 10,000.00
5	Prepare road surface/Hot Patch	30	Ton	\$ 370.00	\$ 11,100.00	\$ 275.00	\$ 8,250.00	\$ 264.00	\$ 7,920.00	\$ 341.00	\$10,247.10	\$ 490.00	\$ 14,700.00
6	Fog Seal Per Mag Section 333 using CQS-1h 50/50 – .10 Application Rate	83265	SY	\$ 0.27	\$ 22,481.55	\$ 0.23	\$ 19,150.95	\$ 0.28	\$ 23,314.20	\$ 0.242	\$20,150.13	\$ 0.40	\$ 33,306.00
7	Double Yellow Centerline stripe	25013	LF	\$ 0.25	\$ 6,253.25	\$ 0.15	\$ 3,751.95	\$ 0.15	\$ 3,751.95	\$ 0.152	\$ 3,801.98	\$ 0.20	\$ 5,002.60
8													
9	Base Bid Total				\$ 61,834.80		\$ 44,652.90		\$ 50,366.15		\$58,538.81		\$ 73,008.60
10													
10													
12													
13													
	Recommend Earth Resources Base Bid with the Add Alternate #1 Total Price						\$ 44,652.90						

TOWN OF DEWEY-HUMBOLDT
2017 Fall Pavement Preservation



**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

**PREPARED BY
TOWN OF DEWEY-HUMBOLDT
2735 South Highway 69, Suite 12
Dewey-Humboldt, Arizona 86329**

September 2017

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ADVERTISEMENT FOR BIDS

Town of Dewey-Humboldt will be accepting bids from eligible bidders for the following activity:
Dewey-Humboldt 2016 Pavement Preservation
2735 South Highway 69, Suite 12
Dewey-Humboldt, Arizona 86329

ACTIVITY DESCRIPTION:

Work includes a preservative pavement seal of approximately 6.10 miles of 18-24' wide roadway. Work also includes placing approximately 30 tons of hot patch repair prior to coating and approximately 25030 LF Double Yellow Line.

Plans and specifications may be obtained at the following location:

TOWN OF DEWEY-HUMBOLDT
2735 South Highway 69, Suite 12
Dewey-Humboldt, Arizona 86329

Bona-fide licensed general contractors may secure copies of the proposed Bid Documents from the above, on the following basis:

1. PLANS AND SPECIFICATIONS DEPOSIT of \$0.00 for one (1) set for each prime bidder. PARTIAL SETS are *not* available. Please call 928-632-7362, Ed Hanks, Public Works Supervisor, for questions.

Sealed bids will be accepted Monday August 14, 2017 until 2:00 p.m. by the

Dewey-Humboldt Town Clerk
2735 South Highway 69, Suite 12
Dewey-Humboldt, Arizona 86329

Bids will then be publicly opened immediately after the stated time.

A mandatory pre-bid conference will be held on Monday, August 7, 2017 at 2:00 p.m. at the Dewey-Humboldt Town Hall, 2735 S. Highway 69, Suite 12 Humboldt, AZ.

Each bid must be accompanied by a bond or certified check in the amount of ten percent (10%) of the bid, made payable to **TOWN OF DEWEY-HUMBOLDT**, as guarantee that if the work is awarded to the bidder, he will, within ten days from the date of such award, enter into proper CONTRACT and bond condition for the faithful performance of the work, otherwise said amount will be forfeited to said TOWN OF DEWEY-HUMBOLDT as liquidated damages. Such check or bid bond will be returned to the respective unsuccessful bidders upon the award of the contract to the successful bidder and will be returned to the successful bidder upon the execution and delivery of the satisfactory surety company bonds and construction contract.

Bidders will be requested to supply the following information on the bidders' list: the name of the company, current address, telephone, and fax phone number. Neither the Engineer nor the Town will be responsible for non-receipt of addenda due to incorrect or missing information on the plan holders list.

TOWN OF DEWEY-HUMBOLDT will endeavor to insure in every way possible that disadvantaged/minority/women-owned business enterprises plus Section 3 qualified businesses shall have every opportunity to participate in providing professional services, goods and construction contracts without being discriminated against on the grounds of race, religion, sex age or natural origin.

PROPOSAL
TOWN OF DEWEY-HUMBOLDT, ARIZONA
PUBLIC WORKS DEPARTMENT

PROPOSAL to the Town of DEWEY-HUMBOLDT.

In compliance with the Advertisement for Bids, by the Town Engineer, the undersigned Bidder:

Having examined the contract documents, site of work, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the contract documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the inside pages of this form.

Understands that construction of this project shall be in accordance with all applicable Uniform Standard Specifications and Standard Details for Public Works Construction Sponsored and Distributed by the Maricopa Association of Governments except as otherwise required by the Project Plans and Specifications.

Understands that this proposal shall be submitted with a proposal guarantee in the form of a certified check, cashier's check or surety bond for ten (10) per cent of the amount bid.

Is willing and able to certify, as required by A.R.S. § 35-393 that the bidder is not currently engaged in and, for the duration of the contract will not engage in, a boycott of Israel as that term is defined in A.R.S. § 35-393.

Agrees that upon receipts of Notice of Award, from the Town, he will execute the contract documents.

Work shall be completed within **30** business days, beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining the necessary material and/or equipment. The Contractor shall acknowledge that due to seasonal change he may be restricted from beginning work until weather and temperatures allow for oil placement. Contract times will be extended around weather limitations.

The Bidder hereby acknowledges receipt of and agrees his proposal on the following Addenda.

NOTICE TO ALL BIDDERS:

Town of Dewey-Humboldt is an equal opportunity employer.

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, (hereinafter called the Principal), and the _____, a corporation duly organized under the laws of the State of _____ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto the _____ of _____ as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the _____ of _____ for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with Arizona Revised Statutes.

WHEREAS, the said Principal is herewith submitting its proposal for Dewey-Humboldt 2016 Pavement Preservation Project.

NOW, THEREFORE, if the _____ of _____ shall accept the proposal of the Principal and the Principal shall enter into a contract with the _____ of _____ in accordance with the terms of the proposal and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the Bonds and Certificates of Insurance, if the Principal pays to the _____ of _____ the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this _____ day of _____, A.D., 20__

Principal

Title

Witness:

Surety

Title

Witness:

CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by and between _____, County of _____, and State of Arizona, hereinafter designated the CONTRACTOR, and the Town of DEWEY-HUMBOLDT, a municipal corporation, organized and existing under and by virtue of the State of Arizona, hereinafter designated the TOWN.

WITNESSETH: That the Contractor, for and in consideration of the sum to be paid him by the Town, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for itself, its successors, and assigns as follows:

ARTICLE I—SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **Dewey-Humboldt 2017 Fall Pavement Preservation Project** and to completely and totally construct the same and install the material therein for the Town, in a good and workmanlike and substantial manner and to the satisfaction of the Town through its Engineers and under the direction and supervision of the Town Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications, and with such modifications of the same and other documents that may be made by the Town through the Engineer or his properly authorized agents, as provided herein.

ARTICLE II—CONTRACT DOCUMENTS: The Call for Bids, Plans, Standard Specifications and Details, Special Provisions, Addenda, if any, and Proposal, as accepted by the Mayor and Council, Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III—TIME OF COMPLETION: The Contractor further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Proposal.

ARTICLE IV—PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the Town, through its Engineer, and to his satisfaction, the Town agrees to pay the said Contractor the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price on the Proposal made a part hereof, and to make such payment within forty-five (45) days after final inspection and acceptance of the work.

ARTICLE V—COMPLIANCE WITH FEDERAL AND STATE LAWS: The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. §34-302, as amended, "Residence Requirements for Employees."

Under provisions of A.R.S. §41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of the Contract and shall subject the Contractor to penalties up to and including termination of the Contract at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

Neither the Contractor nor any of its Subcontractors shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this Article V must be included in any contract the Contractor enters into with any and all of its Subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor hereby certifies that it is not currently engaged in and, for the duration of the contract will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

ARTICLE VI – INDEMNIFICATION: To the fullest extent permitted by law, the Contractor, its successors and assigns shall indemnify and hold harmless the Town, its officers and employees from and against all liabilities, damages, losses and costs (including reasonable attorney fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Contractor or other persons employed or used by the Contractor in the performance of this Agreement. The Contractor's duty to indemnify and hold harmless the Town, its officers and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting there from, caused by the Contractor's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by the Contractor or used by the Contractor in the performance of this Agreement.

IN WITNESS WHEREOF, four (4) identical counterparts of this contract each of which shall be for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

The Contractor agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of indicated amount(s), as bid in the Proposal.

ATTEST:

(CONTRACTOR)

By _____
Name and Title

WITNESS: If Contractor is an Individual

(Corporate Seal)

ATTEST:

Town of DEWEY-HUMBOLDT

, Town Clerk

Terry Nolan, Mayor

APPROVED AS TO FORM:

Susan D. Goodwin, Town Attorney

CONTRACT PERFORMANCE BOND

**STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of Contract amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the Town/City of _____, (hereinafter called the Surety) as Surety, are held firmly bound unto the _____ of _____ (hereinafter called the Obligee), in the amount of _____ (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the _____ day of _____, 20____, to construct _____ which contract is hereby referred to and made a part of hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract with or without notice to the Surety, and during the life of any guaranty required under the contract and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20____

PRINCIPAL SEAL

AGENCY OF RECORD

By _____

SURETY

AGENCY ADDRESS

By _____

LABOR AND MATERIALS PAYMENT BOND

**STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the Town/City of _____, (hereinafter called the Surety) as Surety, are held firmly bound unto the _____ of _____ (hereinafter called the Obligee), in the amount of _____ (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the _____ day of _____, 20____, to construct Project 2015 Pavement Preservation which contract is hereby referred to and made a part of hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void, otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20____

PRINCIPAL SEAL

AGENCY OF RECORD

By _____

SURETY

AGENCY ADDRESS

By _____

C. All owned, hired or non-owned automotive equipment used in connection with the insured operation.

It is agreed that none of these policies will be canceled or changed so as to affect this certificate until ten (10) days written notice of such cancellation or change has been delivered to the Town of Dewey-Humboldt.

It is further agreed that:

- (1) These policies shall not expire until all work has been completed and the project has been accepted by the Town of Dewey-Humboldt. **(If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to the Town of Dewey-Humboldt not less than five days prior to expiration date.)**

This certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

Date _____ Countersigned by _____

Signature

TECHNICAL SPECIFICATIONS

The latest version of the Uniform Standard Specifications for Public Works construction sponsored and distributed by the Maricopa Association of Governments (MAG Specifications) are applicable to this project.

These Technical Specifications amend or supplement the latest version of the MAG Specifications and other provisions of the contract documents as indicated herein. All provisions which are not so amended or supplemented remain in full force and effect.

If a section of the MAG Specifications is deleted in these Technical Specifications, all other references to that section are subsequently deleted.

PART TS - 100 GENERAL CONDITIONS

TS-102 Bidding Requirements and Conditions - Amend MAG Section 102 as follows:

TS-102.13 Delete MAG section 102.13 in its entirety and replace with the following:

Unless otherwise specified in the proposal pamphlet, the successful bidder may obtain 4 sets of plans and specifications, for the project from the Contracting Agency, at no cost.

TS-104 Scope of Work - Amend MAG Section 104 as follows:

TS-104.1 Add the following paragraph to the end of MAG Section 104.1.1:

Work includes a preservative pavement seal of approximately 6.10 miles of 18-24' wide roadway. Work also includes placing approximately 30 tons hot patch repair prior to Fogging and approximately 25030 linear feet of Double Yellow Stripe. See Appendix A for maps and road locations.

TS-105 Control of Work - Amend MAG Section 105 as follows:

TS-105.5 Amend the first paragraph of MAG Section 105.5 to read:

The Contractor will be supplied with a minimum of 4 sets of approved plans and specifications, one set of which the Contractor shall keep available on the work at all times.

TS-105.8 Delete MAG section 105.8 in its entirety.

TS-106 Control of Materials - Amend MAG Section 106 as follows:

TS-106.2 Amend the first sentence of the second paragraph of MAG section 106.2 to read:

The contractor will pay for the initial or normal test required by the Engineer to guard against unsuitable materials or defective workmanship.

TS-110 **General Provisions** - Add the following section in its entirety.

TS-110.1 DESCRIPTION:

The work under this Section shall consist of the following:

- Obtaining all permits; Moving all materials and equipment onto the site; Furnishing and erecting construction facilities; Implementing security requirements; Providing onsite sanitary facilities; Arranging for and preparing CONTRACTOR'S work storage area; Developing a detailed construction schedule acceptable to ENGINEER; Provide and install project sign(s), fences, gates, etc.
- Preparation of reports, records and record drawings
- Preparation and processing pay requests, schedules, samples and shop drawings
- Equipment inspection and testing
- Materials testing of soils, concrete and asphalt concrete
- Providing patent and license fees
- Providing construction survey staking
- Paying all permit and temporary license fees
- Installing temporary construction power and wiring
- Protection of the work, property and persons
- Providing insurance and bonds
- Coordination with other contractors under separate contracts with the TOWN
- Provide a temporary land zone for construction facilities or material storage
- Provide guarantees, taxes, and environmental construction requirements
- Schedule conferences and meetings
- Provide traffic control, barricades, warning devices
- Provide surveys, schedules, reports and records preparation
- Notification of property owners and any other incidentals necessary or required to provide a complete project which is not included in other bid items
- Providing water and water meter to site necessary for construction

TS-110.2 METHOD OF MEASUREMENT:

No measurement will be made for this item.

TS-110.3 BASIS OF PAYMENT:

No separate payment will be made for this item. The work listed above will be included in the total project bid cost.

PART TS – 300 STREETS AND RELATED WORK

PART TS – 333 Fog Seal Coats

TS-333.1 **Description:** As written.

TS- 333.2 **Time of Application and weather conditions:** As written.

TS- 333.3 **Materials:**

TS- 333.3.1 **Emulsified Asphalt:** Add CQS-1H 50/50.

TS- 333.4 **Test, Test Reports and Certificates:** As written.

TS- 333.5 **Preparation of surfaces:** Add following information to beginning of paragraph.

Hot patch repair shall include providing 1/2 inch AC to fill in various pot holes and road shoulders. The work shall include tack and compaction of subgrade as well as compaction of the AC with steel drum compactor at various locations in Town.

TS-333.6 **Application of asphalt emulsion:** Replace the second to the last sentence of the first paragraph with the sentences:

Application rate shall be .15 gallons per square yard. The rates of application may vary because of different conditions within the project limits.

TS-333.8 **Protection for Adjacent Property:** Add following information to the end of the section:
Contractor will be responsible for any and all clean up should oil contaminate any washes and/or drainage areas.

TS-333.9 **Protection of Treated Surface:** As written

TS-333.10 **Payment:** Payment for product will be in accordance with the agreed upon contract.

TS-337 **ASPHALT CRACK SEAL**-add the following:

TS-337.1 As written.

TS-337.2 Materials:
Material shall meet all test specifications

TS-337.5 Preparation of Surfaces:
Immediately before applying the sealant, cracks shall be cleaned of dirt and loose material by means of Compressed air, hand brooms with debris being swept to the shoulder of road. Cracks shall be filled flush with surrounding Pavement upon curing.

Pedestrian and Vehicle Protection:
Contractor shall protect pedestrian and vehicles from applied product until product has had sufficient time to cure.

TS-337.9 Measurement and payment:

Crack seal shall be measured and paid for by the gallon complete and in place as specified in the Bid Schedule.

PART TS – 400 RIGHT-OF-WAY AND TRAFFIC CONTROL

TS-401 **Traffic Control** – Delete MAG Section 401 in its entirety. Add the following:

Section 401 Construction Traffic Control

TS-401.1 Description

This item shall consist of traffic control devices, flagmen and/or pilot cars. All traffic control devices, the application of traffic control measures and traffic regulations in these specifications are to supplement and are not intended to delete any of the provisions of the Contracting Agency's Traffic Barricade Manual or any agency supplement to the manual of Uniform Traffic Control

Devices. The Contractor shall submit to the Engineer for approval a traffic control plan and schedule prior to commencing the construction.

TS-401.2 Materials

All materials for traffic control devices and flagmen equipment for construction projects shall meet the Engineer's approval and conform to Part IV of the most current edition of the Manual of Uniform Traffic Control Devices.

A reader board is required 48 hours ahead of the coating work in the areas of Kachina Place west of Highway 69 and Foothills Road South of Highway 169. Message will read the dates that the work will be performed.

TS-401.3 Construction Methods

Traffic control devices shall consist of providing, erecting and maintaining necessary and adequate traffic control devices for the protection of the Work, the workmen, and the traveling public in conformance with industry standards and the approved plan.

Pilot vehicles will be required for work on Henderson/Newtown Road.

TS-401.3.1 Temporary control devices shall be used to guide traffic through construction areas. They include traffic cones to channelize traffic, portable barricades for warning, vertical panel channelizing devices to divert traffic and lighting devices between the hours of sunset and sunrise.

TS-401.3.2 Advance warning devices shall be used to alert the motorist of an obstruction in the roadway. They include diamond shaped signs, flags and flasher type high level warning devices mounted eight (8) feet above the roadway.

Traffic maintenance and control through the construction area for the duration of the project is the responsibility of the Contractor. The Contractor shall keep the road open and in an acceptable condition for traffic (local only if an alternate route is available) while the improvements are being made, unless a road closure is approved by the Engineer in advance. Twenty-four hour advance notification shall be given to the Engineer, all emergency services and schools prior to any partial or complete road closure. If the street is to remain open to traffic, the Contractor shall arrange his work so that only one side of the road is denied to traffic for any one time. During the hours of construction inactivity, two-way traffic shall be provided for. The contractor shall also provide and maintain in a safe condition temporary approaches or crossings and intersections with trails, streets, businesses, parking lots and garages at all times. Temporary ramps, when required, shall be constructed of asphalt and shall meet ADA requirements.

TS-401.3.3 Traffic Regulations

Local roads within Dewey-Humboldt may be reduced, when construction requires, during the times indicated below:

A minimum of one lane with flagmen shall be maintained at all times during construction. During non-work hours a minimum of two lanes (one for each way) shall be maintained. Detours through side streets are allowed during working hours per the Town approved traffic control plan.

Contractor shall be responsible for creating a traffic control plan and obtaining an encroachment permit from ADOT to perform work at or near Highway 69 right-of-way.

Police Officer Requirements

When construction activities do not restrict traffic through the intersections, police officer hours may be reduced or suspended at the direction of the Engineer. Preference shall be given to using local police and sheriff department forces when available.

Local Access Requirements

The Contractor shall maintain local access to all side streets, access roads driveways, alleys, and parking lots at all times and shall notify resident 72 hours in advance of any restrictions, which will affect their access. The Contractor shall restore the access as soon as possible. If the primary access cannot be restored in a timely manner, the Contractor shall provide an alternative that shall be pre-determined with the residents prior to imposing restrictions. Any local street restrictions imposed shall be such that local area traffic circulation is maintained.

Business Access Requirements

Access shall be maintained to adjacent businesses at all times during their hours of operation. Access may be maintained by such measures as constructing driveways in half section, or by providing bridging over new concrete. Properties with multiple driveway access shall not have more than one driveway access restricted at any given time. While the one driveway is restricted, access to the other adjacent driveways shall be maintained and unrestricted. Each individual driveway access restriction shall be no more than fourteen (14) days prior to imposing restrictions.

Pedestrian Access Requirements

The Contractor shall ensure that all sidewalks on this project remain in compliance with the Americans with Disabilities Act (ADA) Standards. All open pedestrian walkway areas, paved or unpaved, shall be maintained and safely usable at all times. Such measures as backfilling or ramping to existing sidewalks, or providing alternate sidewalk areas adjacent to existing sidewalks may be used. In high pedestrian use areas, the Engineer may request temporary hard-surface walkways, such as plywood sheets to be installed at no additional cost to the Town.

Special Sign Requirements

The Contractor shall provide, erect, and maintain advance notification; informational; and directional access signs (for businesses, churches, hospitals, etc.) that may be required by the Engineer. The cost shall be included in the bid item for Traffic Control Devices.

Bus Stops

The Contractor shall maintain all existing bus stop locations on this project in a safe manner, or provide alternate bus stop locations and related directional signage as required by the Engineer.

Flagging of Traffic

Flagging of traffic will be permitted during work hours.

Traffic Control Plan

The Contractor shall submit a traffic control plan for approval, showing placement of all traffic control devices, including all confliction signs to be covered/removed or relocated, or other features that may conflict with the placement of temporary signage. This plan shall be submitted to the Engineer at the Pre-Construction meeting or before and to ADOT for work impacting Highway 69 prior to beginning work. The Contractor shall allow the Engineer two (2) calendar days for review and approval of an acceptable plan.

Temporary Traffic Control Zone and Safety

At the Pre-Construction meeting, the Contractor shall designate an employee, other than the Project Superintendent, who is knowledgeable in the principles and methods of proper traffic control and safety. This employee shall be available on the project side during all periods of construction to coordinate and maintain safe, acceptable, and effective temporary barricading whenever construction affects traffic. This person shall be the point of contact for the Engineer, and fully responsible for the Contractor's traffic control setup.

TS-401.3.4 Sequence of Construction

The sequence of construction shall conform to the requirements of the Special Traffic Regulations. The project shall follow a phasing plan approved by the Engineer. All land shall be maintained on a paved surface or compacted all weather surfaces.

TS-401.4 Method of Measurement

No measurement will be done for individual traffic control devices and signing. The lump sum amount for traffic control and signing, if listed in the Bid Schedule, shall be prorated over the length of the project and a portion of the lump sum paid accordingly on the partial pay estimates.

Whenever review by the Engineer determines that traffic maintenance and control is insufficient or deficient with the approved plan, a written list of deficiencies shall be provided to the Contractor. Deficiencies not corrected within 24 hours will result in a deduction from the Contractor's pay estimate based on current market prices for the deficient devices and flagmen, as appropriate. The deduction will continue until corrections have been made and verified by the Engineer. The Contractor will be provided with a written itemization of deductions.

TS-401.5 Basis of Payment

Payment shall be made at the contract unit price, if listed in the Bid Schedule, for traffic control. This price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the item.

Payment will be made under:

Construction Traffic Control	Lump Sum (LS)
------------------------------	---------------

APPENDIX B
Bid Schedule
2016/2017
Pavement Preservation Cost

Item No.	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	LS		
2	Allowance for extra work	1	LS	\$5000.00	\$5000.00
3	Traffic Control	1	LS		
4	Prepare road surface with hot patch repair	30	Ton		
5	Fog Seal Per Mag Section 333 using CQS-1h 50/50 - .10 Application Rate	83265	SY		
6	Double Yellow Centerline Stripe	25013	LF		
7					
8					
9					
10					
11	Total Base Bid				



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: September 5, 2017

Date of Request: August 31, 2017

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):

To approve Amendment No. 1 to the License Agreement dated November 6, 20112 to allow the Dewey-Historical Society to continue to use the Second St. Right of Way for parking lot and exhibition of large historical items use.

Purpose and Background Information (Detail of requested action). _____

Town allow the DDHS to utilize the Second Street ROW for museum use through a license agreement and a use permit. DHHS has a number of historic artifacts for display and storage in the ROW. We recommend Council extends the lease and the use permit, if necessary, in order to allow DHHS to continue to use the ROW.

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: License Agreement; Council Meeting Minutes 1/7/14; Letters from DHHS & Verde Historical Society; First Amendment to License Agreement

Type of Presentation: _____

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

Contact Person: Councilmember Wendt and Councilmember Treadway

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.

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
TUESDAY, JANUARY 7, 2014, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JANUARY 7, 2014, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** The meeting was called to order at 6:32 p.m.
2. **Opening Ceremonies.**
 - 2.1. **Pledge of Allegiance.** Led by veteran Carl Marsee.
 - 2.2. **Invocation.** Given by Councilmember Wright.
3. **Roll Call.** Town Council Members Arlene Alen, Jack Hamilton, Mark McBrady, Sonya Williams-Rowe, Nancy Wright; Vice Mayor Dennis Repan; and Mayor Terry Nolan were present.
4. **Announcements Regarding Current Events, Guests, Appointments, and Proclamations.**

Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action.
6. **Town Manager's Report.** Update on Current Events.
 - 6.1. **Information and scheduling of the Economic Development Visioning Session facilitated by Northern Arizona University staff.**

Town Manager Kimball spoke on what has been arranged for the Visioning meetings: February 25th and March 25th, overview of the meeting was included in the packet. Materials will be distributed prior to the first session.

Town Manager Kimball spoke on news received today that the traffic count study done by ADOT for Highway 69 and Main Street intersection passed. They will now start the process for putting a traffic light at this intersection.
6. **Consent Agenda.**
 - 6.1. **Minutes.** Minutes from the December 10, 2013 Study Session.

Councilmember Wright made a motion to accept the December 10, 2013 Study Session minutes as presented, seconded by Councilmember Alen. It was approved unanimously.
7. **Comments from the Public (on non-agendized items only).**

Ruth Szanto spoke on Community Legal Services offering walk in legal services on January 28th.

James Thiessen asked about the status of the Railroad right-of-way and whether it would be on this agenda. Mayor Nolan explained it would not be discussed on this agenda.
8. **Discussion Agenda – Unfinished Business.** Discussion and Possible Action on any issue which was not concluded, was postponed, or was tabled during a prior meeting.
 - 8.1. **Household Hazardous Waste Disposal Day Intergovernmental Agreement (IGA) with the City of Prescott.** Discussion and possible action.

Mayor Nolan gave an overview. There was brief discussion on the differences between the IGA the town provided and what the City of Prescott provided.

Councilmember Hamilton made a motion to approve the Household Hazardous Waste Disposal Day Intergovernmental Agreement with the City of Prescott, as presented, seconded by Councilmember Alen. It was approved unanimously.

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

9.1. Selection and appointment of a new Vice Mayor for a one-year term pursuant to Town Code 30.031 (D).

Mayor Nolan nominated Councilmember Arlene Alen. Councilmember Wright corrected the Mayor's nomination by saying it is stated in the code that it will be the next most senior council member, as long as the position is accepted by that person. Councilmember Alen accepted the Vice Mayor position.

Councilmember Hamilton spoke off topic saying the Ethics Committee should be nominated at the same time. Town Manager Kimball explained the new Code of Ethics will take effect 30 days after council approval.

9.2. Renewal of the License Agreement with the Dewey-Humboldt Historical Society (DHHS) allowing the use of a portion of the Second Street right-of-way for museum related activities.

Town Manager Kimball gave an overview on the history of the License Agreement with the museum for displaying museum equipment within the Town's 30 foot strip right-of-way. Staff recommends renewing the license agreement under the same criteria as originally agreed upon, with a 5-year term.

Councilmember Hamilton made a motion to renew the license agreement with the Dewey-Humboldt Historical Society allowing the use of a portion of the Second Street right-of-way for museum related activities, for a 5-year period, and based on the same conditions. Councilmember McBrady seconded the motion. It was approved unanimously.

9.3. Renewal of Use Permit for Dewey-Humboldt Historical Society for the Museum properties (12925 E. Main St. and the 30 foot strip on Second St. ROW).

Town Manager Kimball gave an overview explaining that DHHS has been in compliance with what was imposed by the Town. Staff recommends a 5-year renewal on the use permit with the recommended 9 stipulations (included in the packet materials – Council Communication (CC), page 34-35).

Councilmember Wright made a motion to approve the Renewal of Use permit for Dewey-Humboldt Historical Society for the Museum Properties, with a 5-year term and to include the stipulations/conditions (indicated in the CC). Councilmember Williams-Rowe seconded the motion. It was approved unanimously.

9.4. Mayor Nolan's intent to attend January 22 Greater Arizona Mayors Associate (GAMA) meeting in Phoenix with State Legislators and Request to pay for expenses for dinner, one night hotel stay and travel. (Mayor Nolan CARRF request)

Mayor Nolan gave an overview. Council questioned whether this was to discuss HURF funds and using the League of Cities and Towns as an advocate for the municipalities.

Mayor Nolan spoke on why they are planning this meeting for the purpose of having the Greater Area Mayors' Association convince the legislators that the more rural towns need the funds more than the larger municipalities and the importance of having Dewey-Humboldt represented there.

Councilmember McBrady spoke on the Council receiving a report on this meeting and suggested they receive copies of the agenda for this meeting in advance so other council members can give their input before the meeting.

Councilmember Repan made a motion to approve Mayor Nolan's attendance at the January 22, 2014, Greater Arizona Mayors' Association (GAMA) meeting in Phoenix, and the town to pay for expenses for dinner, one night hotel stay and travel, seconded by Vice Mayor Alen. It was approved by a 4-2-1 vote in favor, Councilmembers Hamilton and Wright voting against, and Mayor Nolan abstaining from the vote.

9.5. Discussion and possible action of Town Manager's Job Performance Evaluation and related salary merit increase for the period beginning January 3, 2014. The Council may, by majority vote, recess the regular meeting, hold an executive session and then reconvene the regular meeting for discussion and possible action on this item.

Town Manager Kimball explained she had received a notice of executive session regarding her Performance Evaluation and did not request that this matter be held in a public/open meeting.

Mayor Nolan made a motion to go into Executive Session, seconded by Councilmember Repan. It was approved unanimously. Judge Catherine Kelley was invited to attend the executive session as she was the one that compiled the evaluations and provided the summary.

Council convened into Executive Session at 7:04 p.m.

9.5.1. Recess into and hold an executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussions or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body.

9.5.2. Reconvene Regular Meeting.

Council reconvened into regular session at 8:12 p.m.

Councilmember Hamilton made a motion to approve the Town Manager receive the full merit raise, retro-active to January 3rd (hire anniversary date), seconded by Councilmember Wright. It was approved unanimously.

10. Public Hearing Agenda. None.

11. Comments from the Public. None.

12. Adjourn. The meeting was adjourned at 8:14 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

When Recorded Mail To:

Town Clerk
Town of Dewey-Humboldt
2735 South Highway 69, Suite 12
Humboldt Station
Humboldt, AZ 86329

LICENSE AGREEMENT

This License Agreement is made this 6 day of November 2012, by and between the Town of Dewey-Humboldt, an Arizona municipal corporation (hereinafter "Town") and the Dewey-Humboldt Historical Society (hereinafter "Licensee").

Recitals:

- A. Town owns the real property that is the subject of this Agreement.
- B. Town has determined that Licensed Property is not necessary for roadway purposes at this time, but retains ownership of the right-of-way for utility, drainage and future right-of-way purposes.
- C. Licensee has leased the property and building adjacent to the Licensed Property where it plans to open and operate a Dewey-Humboldt museum.
- D. Licensee desires to use Licensed Property for display of large historic items and parking lot purposes and is willing to assume full responsibility for installation and maintenance of said items and parking lot.
- E. Town is willing to grant a revocable License to Licensee to use the Licensed Property for the above-stated purposes as long as Licensee agrees to maintain said items and parking lot installed by Licensee without cost to Town.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, Town hereby grants Licensee a revocable license conveying the right and privilege to enter upon and use Licensed Property under the following terms and conditions:

Terms and Conditions:

- I. Licensed Property: The real property that is the subject of this License is a 30 foot strip of the 2nd Street right-of-way, as legally described and shown on the map in Exhibit A ("Licensed Property"), which is attached hereto and incorporated herein by this reference.

License Agreement
Town of D-H & Historical Society

2. Purpose: The purpose of the License is to allow installation and maintenance of exhibition of large historic items, parking lot, and related improvements within the Licensed Property. Town specifically consents to entry upon Town's property by contractors and agents of Licensee solely to install and maintain these improvements.

3. Ownership of Licensed Property. Town will retain ownership of Licensed Property.

4. License Fee. There shall be no fee for the license granted herein.

5. Maintenance. Licensee shall keep the Licensed Property, exhibits, parking lot, landscaping, and any and all facilities installed by Licensee, in good condition, free from weeds and litter at Licensee's sole expense.

6. Conditions. This License shall be subject to the following conditions:

- a. This License is nonexclusive and nothing herein shall be construed to prevent or restrict Town from granting other privileges to use Licensed Property in a manner not inconsistent with Licensee's use of Licensed Property.
- b. Town shall not be liable for any expense, cost or charge arising from Licensee's exercise of rights granted by this Agreement.
- c. Licensee shall at all times allow access to public utility facilities located within the Licensed Property and shall not construct or install any exhibitions or installations that would interfere with the operation of public utility facilities within the Licensed Property. Licensee shall reimburse Town for any and all costs and expenses incurred by Town to remove or relocate utility facilities and landscaping to accommodate the purposes for which this License is issued.
- d. Prior to beginning work on any exhibition, installation, landscaping or construction of any improvements on Licensed Property, Licensee shall submit plans to and obtain approval from the Town Manager.
- e. Licensee shall screen all exhibits at Licensee's sole expense as required and approved by the Town Zoning Administrator and/or the Town Codes, including but not limited to § 153.085 of the Dewey-Humboldt Town Code.
- f. The License granted herein is subject to all prior licenses, leases and easements of record.

- g. Town reserves the right to impose other reasonable conditions in order to protect public health, safety and welfare upon thirty (30) days written notice to Licensee.

7. Indemnification: To the extent not prohibited by law or expressly excepted herein, Licensee its successors and assigns ("Indemnitors"), shall indemnify, release and hold harmless Town, and the officers, employees, agents, successors and assigns thereof, against and from any damage, loss or liability caused in whole or in part by Indemnitor, regardless of whether caused in part by Town or any of them, and suffered by Town as a result of any claim, demand, lawsuit or action of any kind whether such damage or loss is to person or property, arising out of, resulting from or caused by: (a) the acts or omissions of Indemnitor, its agents, contractors, officers, directors, or employees; (b) Indemnitor's use or occupancy of the Licensed Property for the purposes contemplated by this Agreement, including but not limited to claims by third parties who are invited or permitted onto the Licensed Property, either expressly or impliedly, by Licensee or by the nature of Licensee's improvement or other use of the Licensed Property pursuant to this Agreement; (c) Licensee's failure to comply with or fulfill its obligations established by this Agreement or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by Town in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Indemnitor's obligation pursuant to this Section shall not extend to any damage, loss or liability as a result of any claim, demand, lawsuit or action of any kind, whether such damage, loss or liability is to person or property arising out of, resulting from or caused by the sole, exclusive acts or omissions of Town, its contractors, directors, officers, employees, agents, successors or assigns for which Town shall indemnify, release and hold harmless Indemnitors. Town's obligation to indemnify Indemnitors shall extend to and encompass all costs incurred by Indemnitors in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation expenses. The provisions of this Section shall survive termination of this Agreement.

8. Term:

- a. If Licensee continues to operate a museum on the adjacent premises, the term of this Agreement shall be one year from the date of execution of this Agreement, subject to termination by either party upon thirty (30) days' prior written notice. The parties may extend the term of this License upon mutual written agreement.
- b. If Licensee terminates its lease of the adjacent premises or discontinues museum operations on the adjacent premises, the License granted by this Agreement shall terminate immediately.

9. Return to Pre-License Condition: Within thirty (30) days of termination of the License, Licensee shall, at its sole expense, remove all exhibits, fencing and screening facilities and return the Licensed Property to its pre-License or better condition. If Licensee fails to return the Licensed Property to its pre-License or better condition to the satisfaction of Town, Town reserves the right to do the work itself and require reimbursement of any and all expenses plus a reasonable administrative fee.

10. Insurance: Licensee shall provide insurance for the Licensed Property as required by the Town.

11. Not a Lease: Licensee shall not, by virtue of this Agreement, be deemed to have become the tenant of the Town.

12. Governing Law: This License is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

13. Attorneys' Fees: Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement then all litigation and collection expenses, witness fees, court costs, and attorneys' fees shall be paid to the prevailing party.

14. Conflict of Interest: In the event Town elects to cancel this Agreement due to a conflict of interest as outlined in A.R.S. § 38-511, as amended, Town agrees to immediately give notice thereof to Licensee.

15. Notice: All notices and demands required or permitted by this License shall be in writing and shall be deemed to have been given properly when sent by certified mail (postage pre-paid), delivered personally or given by telefacsimile to the party at the address below or to such other address as may be furnished:

Notices to Town

Notices to Licensee

Town Manager

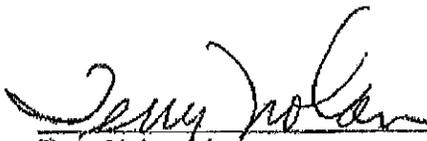
Dewey-Humboldt Historical

Town of Dewey-Humboldt
2735 South Highway 69, Suite 12
Humboldt Station
Humboldt, AZ 86329

Society
PO Box 85
Humboldt, Arizona 86329

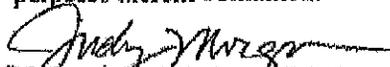
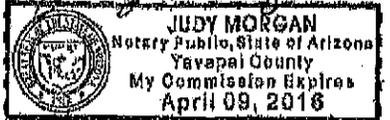
IN WITNESS WHEREOF, the parties hereto have executed this License this
7th day of November, 2012.

TOWN OF DEWEY-HUMBOLDT:

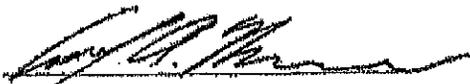

Terry Nolan, Mayor

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 7th day of November, 2012, by Terry Nolan, Mayor, who personally appeared and acknowledged himself to be acting as Mayor of the Town of Dewey-Humboldt, Arizona, and that he as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

LICENSEE:

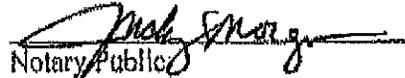
By 

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 7th day of November, 2012, by Carl Maricea, who personally appeared and acknowledged himself to be a Licensee of License Agreement, and that he as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires:

April 9, 2016

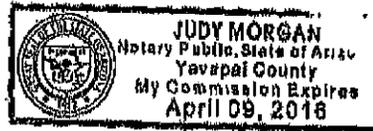
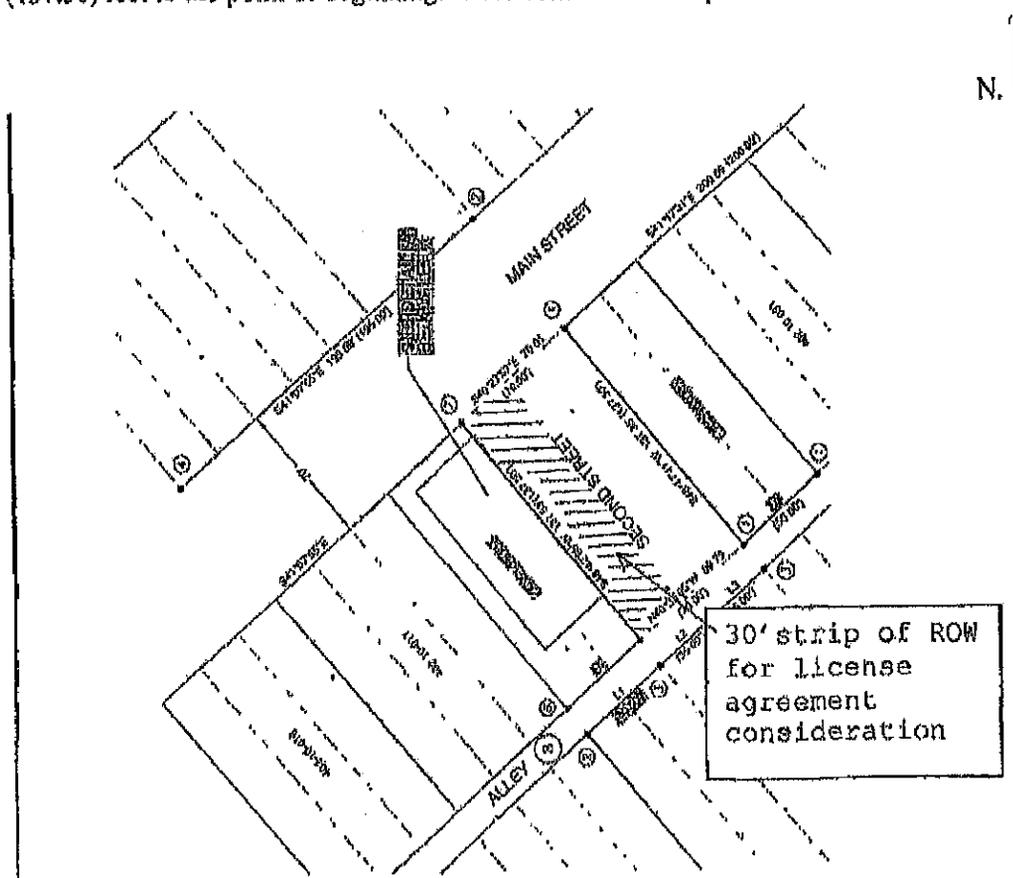


EXHIBIT A

Licensed Property (a 30' strip of land of Second St. Right of Way) Legal Description

A 30' strip of land being a portion of the 70' right of way of Second St at its intersection with Main St situated in the Southeast Quarter Southeast Quarter of Section 15, Township 31 N, Range 1 East, Gila and Salt River Base Meridian, Yavapai County, Arizona described as follows:

Beginning at the most easterly corner of Lot 19, Block 3, Second Amended Plat of the Town of Humboldt as shown in Book 2 of Plats, page 9 records of Yavapai County, Arizona; thence $S40^{\circ}27'57''$ E for 30.00 feet along the southeasterly projection of Main St; thence $S48^{\circ}42'25''$ W for 137.47 feet (137.50 feet); thence $N40^{\circ}35'05''$ W for 30.00 feet to the most southerly corner of said Lot 19; thence $N48^{\circ}42'25''$ E along the southeasterly property line of said Lot 19 for 137.53 (137.50) feet to the point of beginning. Area contains 4125 square feet or 0.095 acres.



MINING
RANCHING
FARMING



DEWEY-HUMBOLDT HISTORICAL SOCIETY

12925 E. MAIN ST.
P.O. BOX 85
HUMBOLDT, AZ. 86329

WWW.DHHSMUSEUM.ORG

To: Mayor Nolan, Town of Dewey-Humboldt
Vice-Mayor McBrady, Town of Dewey-Humboldt
Members of the Town Council, Town of Dewey-Humboldt

cc: DHHS Members & Friends

As you are no doubt aware, Gateway Baptist Church has provided notice to the Dewey-Humboldt Historical Society that our lease for the property at 12925 E Main Street will not be renewed.

As you are no doubt also aware, this means the museum the Historical Society has operated at this location is now closed to the public, as we move and store exhibits, artifacts, archives, original photographs, maps, records and general supplies. We hope to reopen the museum in another location, but for now we'll need to focus on the remaining elements of our mission.

Closing down the indoor portion of the museum is quite an undertaking. While searching options for a new museum location, we would like to keep the outdoor portion of our museum in place.

Beginning in November 2012, the Town of Dewey-Humboldt and the Dewey-Humboldt Historical Society entered into a License Agreement, allowing the Historical Society to use a 30 foot strip of Town Right-of-Way located between 12925 E Main Street and Second Street. In January 2014 the Town Council (voted unanimously) to extend this same license agreement for a period of five-years.

The Historical Society has utilized this Town Right-of-Way occasionally for parking, but more importantly (and visible to the community) this is a location for our outdoor exhibits. Hopefully, each of you have visited this location to experience what we'll now refer to as the "**Dewey-Humboldt Outdoor Museum**". At this time, we would like to continue to utilize this location as an outdoor museum and enhance it. We would move additional outdoor exhibits to this location and continue with the construction of the working Stamp Mill exhibit.

Non-Profit 501(c)3 Organization

MINING
RANCHING
FARMING



DEWEY-HUMBOLDT HISTORICAL SOCIETY

12925 E. MAIN ST.
P.O. BOX 85
HUMBOLDT, AZ. 86329
WWW.DHHSMUSEUM.ORG

With the loss of the "Old Bank Building" as a location for the museum, access and use of this property becomes even more critical as we plan a staging area for this year's Agua Fria Festival and for many more years to come. Currently, this piece of property is unused by the Town, but would continue to be of great value to the Dewey-Humboldt Historical Society in carrying out our mission to collect, preserve, exhibit and teach others about our history.

The original license agreement Condition 8b reads as follows:

If Licensee terminates its lease of the adjacent premises or discontinues museum operations on the adjacent premise, the License granted by this Agreement shall terminate immediately.

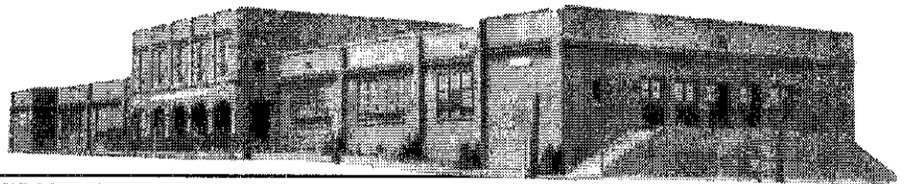
The Dewey-Humboldt Historical Society requests the Town Council grant us the ability to continue with the **Dewey-Humboldt Outdoor Museum**, exhibiting artifacts through the use of this 30 foot Right-of-Way. We are specifically requesting the Town to waive condition 8b, keeping the remaining portion of the license agreement in place.

It is possible the new owner of 12925 E Main Street may petition the Town for use of this same 30 foot Right-of-Way. If so, the Town would need to decide between providing Town property for use by a private party or for use by a non-profit organization whose mission is to make a contribution to the entire community. With the Town's support of the Historical Society; previously financially supporting the Museum and your current participation in the Agua Fria Festival - we hope you will continue to support our community outreach for the entire remaining term of the current license agreement and for many years to come!

Respectfully Submitted on Behalf of the
Dewey-Humboldt Historical Society,

David D Nystrom
President & Board Chairperson, DHHS

4th August 2017



August 11, 2017

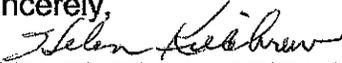
Mayor and Council
P.O. Box 69
Humboldt, AZ 86329

This letter is to support the efforts of the Dewey-Humboldt Historical Society in their request for the town to allow continued use of the town owned right-of-way between the "Old Bank Building", former Dewey-Humboldt Museum, and Second Street. A Museum is the heart of any city or town. A place to preserve and display artifacts and documents that tell the history of its own past. Generations coming along behind us need a place to visit the past and keep it alive.

Also, just getting a museum started is no easy task. Mountains of paper work and untold hours of physical labor go into opening a museum and the same to keep it open to the public. You had one of the best museums in the state. How sad it would be to lose all of it when there is an opportunity for you to save at least a portion of it.

We commend all the Dewey-Humboldt Museum Volunteers and say again - support them. Their years of dedication to your town deserve the positive support you can give them.

Sincerely,


HELEN KILLEBREW
CLEMENCEAU HERITAGE MUSEUM BOARD

Helen Killebrew, Director
Barbara Evans, President
Connie Phillips, Treasurer
Lorraine Clubbs, Secretary
Diane Mueller, Board Member
Myrelle McHale, Board Member
Jim McMeekin, Board Member
Betty Gaudy, Board Member
Bill Scales, Board Member
Bob Lanning, Board Member
Brenda Williams, Board Member

**FIRST AMENDMENT
TO
LICENSE AGREEMENT BETWEEN THE TOWN OF DEWEY-HUMBOLDT,
ARIZONA
AND
THE DEWEY-HUMBOLDT HISTORICAL SOCIETY**

This First Amendment to the License Agreement dated November 6, 2012, between the Town of Dewey-Humboldt and the Dewey-Humboldt Historical Society is made and entered into this ___ day of September, 2017 by and between the Town of Dewey-Humboldt, a municipal corporation of the State of Arizona (“Dewey-Humboldt”) and the Dewey-Humboldt Historical Society, an Arizona non-profit corporation (the “Licensee”). Town and Licensee are collectively referred to herein as the “Parties”.

I. RECITALS

A. Pursuant to the License Agreement between the Parties dated November 6, 2012, Licensee was permitted to use a 30 foot strip of the 2nd Street right-of-way (the “Licensed Property”) for purposes of parking and display of large historic items.

B. Pursuant to its terms, the License was intended to terminate automatically if the Licensee ceased operations as a museum at the building adjacent to the Licensed Property.

C. The building adjacent was recently sold and Licensee is being forced to vacate the premises and relocate its museum operations. Licensee has not yet found a new location.

D. Dewey-Humboldt desires to extend the License to permit Licensee to continue its use of the Licensed Property for the public purposes of parking and displaying historic items thereon.

II. AGREEMENTS

Now, therefore, in consideration of the agreements and promises hereinafter set forth and those set forth in the License Agreement, the Parties agree to amend the License Agreement as follows:

1. Section 8 Term is amended to read as follows:

8. Term: The term of the License Agreement shall be extended indefinitely and may be terminated upon either party providing written notice to the other Party of its intent to terminate the License at least 30 days prior to the termination date.

2. Except as amended above, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the License Agreement between the Town of Dewey-Humboldt and the Dewey-Humboldt Historical Society, effective November 7, 2012, which shall become effective retroactively to September 1, 2017.

Town of Dewey-Humboldt

Dewey-Humboldt Historical Society

Terry Nolan, Mayor

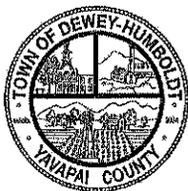
By:
Its:

ATTEST:

Julie Gibson, Town Clerk

APPROVED AS TO FORM:

Susan D. Goodwin
Gust Rosenfeld, PLC
Town Attorneys



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: 9/5/17

Date of Request: 8/27/17

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):

Approval of Amendment No. 1 to the Accountability Contract with DHHS

Purpose and Background Information (Detail of requested action). _____

To authorize the use of the \$700 per month the Town is paying to defray the costs and expenses of relocation.

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: _____

Type of Presentation: Oral

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

Contact Person: Mayor Terry Nolan

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

Dewey-Humboldt

AUG 30 2017

**FIRST AMENDMENT
TO
ACCOUNTABILITY CONTRACT BETWEEN THE TOWN OF DEWEY-HUMBOLDT,
ARIZONA
AND
THE DEWEY-HUMBOLDT HISTORICAL SOCIETY**

This First Amendment to the Accountability Contract between the Town of Dewey-Humboldt and the Dewey-Humboldt Historical Society is made and entered into this ___ day of September, 2017 by and between the Town of Dewey-Humboldt, a municipal corporation of the State of Arizona (“Dewey-Humboldt”) and the Dewey-Humboldt Historical Society, an Arizona non-profit corporation (the “Contractor”). Town and Contractor are collectively referred to herein as the “Parties”.

I. RECITALS

A. The Parties entered into an Accountability Contract effective July 1, 2017 (the “Contract”) through June 30, 2018 pursuant to which Dewey-Humboldt agreed to support Contractor’s efforts to open and operate a museum at 12925 E. Main Street, Humboldt, Arizona (the “Main Street Location”) for historic preservation and educational purposes by reimbursing Contractor for its monthly rent.

B. Contractor intends to move from the Main Street Location and will incur expenses related to moving, storage of exhibits and materials, and relocation.

C. Dewey-Humboldt desires to continue its support of Contractor and the public services it provides and to assist Contractor in defraying the costs of relocation.

II. AGREEMENTS

Now, therefore, in consideration of the agreements and promises hereinafter set forth and those set forth in the Contract, the Parties agree to amend the Contract as follows:

1. Section 2 Scope of Work is amended to read as follows:

2. SCOPE OF WORK:

A. Until Contractor has completed its relocation or until expiration of the Agreement on June 30, 2017, whichever is earlier, Contractor agrees to use the funds of up to \$700 per month received from Dewey-Humboldt to defray its reasonable expenses of relocation from the Main Street Location to an as-yet-to-be-determined new location (the “New Location”), meeting the criteria set forth in Exhibit A to this Amendment No. 1.

B. If Contractor relocates and begins operations at the New Location prior to June 30, 2017, Contractor shall use the funds received from Dewey-

Humboldt of up to \$700 per month to provide reimbursement of its monthly rent for the New Location in compliance with the criteria set forth in Exhibit A to this Amendment.

C. Contractor shall 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.

2. Exhibit A is amended to read as set forth in the attached revised Exhibit A.

3. Except as amended above, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Accountability Contract between the Town of Dewey-Humboldt and the Dewey-Humboldt Historical Society, effective June 20, 2017, which shall become effective retroactively to September 1, 2017.

Town of Dewey-Humboldt

Dewey-Humboldt Historical Society

Terry Nolan, Mayor

By:
Its:

ATTEST:

Julie Gibson, Town Clerk

APPROVED AS TO FORM:

Susan D. Goodwin
Gust Rosenfeld, PLC
Town Attorneys

EXHIBIT A

AMENDED SCOPE OF WORK

A. During the transition from the Main Street Location to the New Location, Contractor agrees to use the funds received from Dewey-Humboldt as reimbursement for the following:

1. Its reasonable costs and expenses to move its exhibits, materials and other museum-related items from the Main Street Location and to store them until such time as the New Location is secured.

2. Its reasonable costs and expenses incurred to find and secure a New Location including but not limited to reasonable land broker and/or realtor fees and tenant improvements.

3. Its reasonable costs and expenses to move its exhibits, materials, and other museum-related items into the New Location.

B. If, during the term of this Amended Contract, Contractor secures and moves into the New Location, Contractor agrees to use the funds received from Dewey-Humboldt only for the following services:

1. Comply with all federal, state, and local laws, regulations, and codes and other provisions of this Agreement.

2. Open and operate the Museum at the New Location for which the Town is providing the lease reimbursement funds.

3. The Museum shall remain open to the general public for at least 6 hours per day and at least three days per week.

Notes (Applicable to A and B, above):

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 shall be disbursed monthly in the amount of \$700 for up to 10 months from the effective date of this Amendment No. 1 on or before the 15th of the month 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

4. Pursuant to Paragraph 4 of this Agreement, Contractor agrees to make presentations at Council meetings twice during fiscal year 2017-2018. In order to timely coordinate the presentation, Contractor agrees to contact the designated Town staff a month before each presentation. Town assigns Mickey Moore, Town Accountant, as Contractor's point of contact for presentation, billing and other matters.

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TOWN OF DEWEY -HUMBOLDT

P.O. BOX 69 HUMBOLDT, AZ

86329

Phone 928-632-8562 ▪ Fax 928-632-7365

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: 9/05/17

Date of Request: 8/27/17

Type of Action: Routine/Consent Regular Requesting: Action Report Only

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

Start search for permient town manager

Purpose and Background Information (Detail of requested action). _____

Now that we have hired a temperary manager we need to start the process to hire a permient town manager

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: none

Type of Presentation: oral

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

Contact Person: Mayor Terry Nolan

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