

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

Tuesday, June 19, 2018, 6:30 P.M.

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

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

AGENDA

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

1. Call To Order

2. Pledge of Allegiance

3. Invocation

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

5. 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.

A. Update Presentation from Director Dale Dieter of the United States Forest Service

6. Town Manager's Report

Update on Current Events. No legal action 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.

7. Consent Agenda

All those items listed below are considered to be routine and may be enacted by one motion. Any Council Member may request to remove an item from the Consent Agenda to be considered and discussed separately.

A. Approval of Meeting Minutes:

1. Study Session & Special Meeting of April 3, 2018

2. Regular Meeting of April 17, 2018

3. Study Session & Special Meeting of May 1, 2018

4. Regular Meeting of May 15, 2018

5. Study Session & Special Meeting of June 5, 2018

B. Approval of Intergovernmental Agreement with Yavapai County Sheriff's Office for Law Enforcement Services

C. Approval of extension of Mayer Area Meals on Wheels Accountability Agreement

D. Approval of Intergovernmental Agreement for Election Services with Yavapai County

8. Public Comment on Non-agendized Items

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.

9. Unfinished Business

Discussion and Possible Legal Action on any issue which was not concluded, was postponed, or was tabled during a prior meeting.

- 63 **A. Review and approval of FY 2018/19 Tentative Budget by Funds and Departments (General Fund – Revenues, Expenditures: Town Council and Management, Town Clerk, Finance, Legal, IT, Magistrate Court, Public Safety, Engineering, Public Works, and Community Development, non-Departmental; HURF – Revenues, Expenditures: Engineering, Public Works; Grant Fund)**
- 69 **B. Discussion of request to approve a one-year extension of the Dewey-Humboldt Historical Society Accountability Agreement**

10. New Business

Discussion and Possible Legal Action on matters not previously presented to the Council.

- 75 **A. Council to consider the establishing and funding of a 501(c)3 for the Dewey-Humboldt “Firewise” committee and allowing town attorney to begin drawing incorporation papers for such purpose (CM Wendt CAARF)**
- 77 **B. Council to review the ordinance pertaining to setbacks for auxiliary buildings on parcels. (Mayor Nolan CAARF)**
- 79 **C. Council to consider electronic voting system for Council Chambers (CM McBrady CAARF)**
- 81 **D. Council to consider funding a one-day-a-month community dumpster on a rotation basis (CM Wendt CAARF)**
- E. Executive Session**

Council may vote to hold an Executive Session for the purpose of obtaining legal advice from the Town's attorney on any matter listed on the agenda pursuant to A.R.S. § 38.431.03(A)(3).

Council may vote to recess the Regular Meeting to hold an Executive Session, which will not be open to the public, for the following purposes:

Vote to recess to Executive Session

- 1. Pursuant to A.R.S. §38-431.03(A)(1) for discussion of employee assignments and salaries as set forth:**
 - a. Employee Classification/Compensation plan**

11. Public Hearing Agenda

Discussion and Possible Legal Action may be taken.

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

13. Adjourn

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.

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 14th day of June, 2018, at _____ a.m./p.m. in accordance with the statement filed by the Town of Dewey-Humboldt with the Town Clerk, Town of Dewey-Humboldt.

By: _____, Town Clerk's Office.

For Your Information:

Next Town Council Work Session: Tuesday, August 7, 2018, at 2:00 p.m.

Next Planning & Zoning Meeting: Thursday, July 5, 2012, at 6:00 p.m.

Next Town Council Regular Meeting: Tuesday, July 17, 2018, at 6:30 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.

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**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
STUDY SESSION & SPECIAL MEETING MINUTES
APRIL 3, 2018, 6:30 P.M.**

A STUDY SESSION & SPECIAL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, APRIL 3, 2018, 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 2:01 p.m.
2. **Roll Call.** Town Council Members Jack Hamilton, Mark McBrady, Doug Treadway, Victoria Wendt and Mayor Terry Nolan were present. Vice Mayor Hughes arrived late at 2:03 p.m. Council Member Amy Timmons was absent.

Mayor Nolan moved Agenda Item 4.A. forward to this point in the agenda ahead of Item 3.

4. **Special Meeting.** Legal action can be taken.
 - A. **Review and waiver of the attorney/client privilege regarding the Town Attorney's January 29, 2018, opinion regarding the possible readoption of the Town's 2009 General Plan.**

Councilmember Hamilton made a motion to waive the attorney/client privilege regarding the Town Attorney's January 29, 2018, opinion, seconded by Councilmember Treadway. The motion passed unanimously.

3. **Study Session.** No legal action to be taken.
 - A. **Review of obsolete General Plan Town Code Sections §32.60 through §32.64 which are recommended for repeal. Discussion regarding General Plan Readoption.**

Town Manager Wilson gave an overview explaining there are two principal parts to this item. The first relates to provisions that were codified back in 2009 which provided citizen participation. Attached are provisions of the code that relate to that item. At the time the Council codified this, the provisions were developed to meet the requirements of the 2009 General Plan (GP) process. They were adopted as a resolution, which was sufficient to meet the statute, but based upon activity that occurred at the time it was codified. It is rare that you codify the code. Some of the statutes have shifted on this subject and parts of this resolution are obsolete and no longer fit. We need to draft new procedures for the adoption of a new General Plan. We propose that these be pulled out of the code and proceed to adopt a new process, as a resolution but not be put into the Code. It would govern the new process of engaging the citizens' participation in the new GP. For example, the current code would not accommodate the 15-member Citizen Committee, that was previously discussed, without the change. This could be brought back at the next meeting for action.

Town Attorney Goodwin clarified the distinction between the readoption of the existing plan and the adoption of a new plan. Town Manager Wilson clarified that a readoption does not require the type of citizen participation that a new plan does. They need to have a path for citizen participation that a new GP would require pursuant to statutes. We need to get something in place for the new GP and this would require writing a citizen participation formal process. The proposed 15-member committee does not meet this criteria but it does meet the criteria of the new statute. The second simultaneous event would be launching a new GP. A New GP or a readoption of the old plan for a limited time has to be in place by May 19, 2019.

Councilmember Hamilton recommended that the Town Manager contact the 15 individuals that were nominated for the GP citizen committee and explain the delay. TM Wilson stated that if they could get this specific language cleared out, they could convene the committee and possibly use some of their recommendations on how to rewrite the procedures. He noted again that this should have never have been codified. Only ordinances are codified, not resolutions.

Attorney Goodwin added that the citizen review process applies not just to the adoption of the GP but also to major amendments.

There was Council consensus to put this on the next agenda for action, as well as direction that the members of the Citizen Committee be contacted and updated. Town Manager Wilson spoke of convening the committee.

Councilmember Hamilton is not in favor of readoption and was in favor of moving forward with the GP process to meet the deadline.

Town Attorney Goodwin spoke of the statute that governs the GP and major amendments. She described the processes for readoption, as well as adoption of a new plan. Attorney Goodwin recommended readoption of the current plan allowing the Town to focus on the new plan. She does not believe a new plan can be accomplished in nine months or a year. The Citizen Committee can work on the new plan and there would also be a simpler process for readoption.

TM Wilson went over the six basic elements of the previous GP and addressed items of concern for a new plan i.e. Superfund remediation plan; water; cultural and historic element; utilities; and economic growth. He recommended a readoption with the range of 2021 for adoption of a new plan.

There was further Council discussion regarding readoption, citizen participation and new plan adoption timelines.

Public Comment

Lynn Collins agrees a new GP needs economic and safety elements more so than a cultural element. She went over many areas that she feels should be included. She does not think they should wait four years. Use what you have and build on it. She spoke in favor of keeping low density and being behind on water planning.

Councilmember Wendt was in favor of readoption until 2020 or 2021 and taking time on the new GP.

Town Attorney Goodwin left the meeting.

B. Mayer Meals on Wheels 2nd Biannual Accountability Report. [As defined by Accountability contract between Town and MAMOW]

Christy Lambertus, Director of MAMOW, provided an update on their services noting they have expanded and new clients are being added daily. She described that, in addition to meals, they provide safety checks. There have been no budget cuts at this point but she urged people to contact Congress in support of the program. She thanked Town Council for their support and passed out a financial report. She noted there is no waiting list and everything is going well.

Councilmember Wendt clarified that 49% of MAMOW's funding is from NACOG. She would like to see this and other grants or monies of this nature noted in future reports.

C. Dewey-Humboldt Historical Society Business Plan 2nd Biannual Accountability

Report. [As defined by Accountability contract between Town and DHHS]

David Nystrom, President and Board Chair of D-H Historical Society gave an update on the society. Board elections recently took place, with everyone being reelected with no changes. He thanked the Town Council for their support during this interim period while they have been operating without a museum. He spoke of believing that they have a new home for the museum, what he refers to as "Museum at the Farm" and the idea is to take the museum and set up the exhibits at Mortimer's Farm at the intersection of Highways 69 and 169. He explained the symbiotic relationship between farming and ranching and on the other hand the mining and smelting industries. There would be increased visitor traffic due to the location. This would give an opportunity to teach about this unique history. The planning is in very early stages but they are excited about the concept. They will work with the Building Department on their plans. They look forward to a bright future with the Mortimers. They will be separate entities but may do some co-promotion. Outdoor exhibits would be moved first, then possibly temporary structures for displays to come later.

There was Council discussion in support of the society's new plans, appreciation for the Mortimers, and future financial support. Mr. Nystrom said it would be appreciated if there were money set aside in the Community Development fund. He suggested possible consideration from Council on future use permits. He also noted that the plan is to move the equipment off the Town's Second Street property, but would like the ability to continue to use the land for the Agua Fria Festival or other activities as a staging area. They hope to have outdoor exhibits in place by summer and have a presence at the Pumpkin and Corn festivals.

Public Comment

Leigh Cluff spoke in support of this idea and was thankful to the Mortimers.

Gary Mortimer spoke of being super excited about this idea and explained how the concept was developed. He believes this will be good for the Town.

Leigh Cluff spoke of having an idea. Council could take the former museum monthly rent payment and pay it a year in advance so DHHS can get a building.

D. Discussion of Councilmember Wendt's CAARF reviewed at the March 20, 2018, Regular Council Meeting regarding Council consideration of a \$1,600 contribution to Prescott Area Wildland Urban Interface Commission (PAWUIC) for grant acquisition and administration services.

Town Manager Wilson understood that there was a specific budget item in this year's budget to fund the PAWUIC \$1,600 contribution. Upon research, there was not a specific line item and it was probably included in a general category, therefore, Council approval is needed. It can be brought back on the next agenda for action. Councilmember Hamilton recommended placing it on the Consent Agenda.

E. Preview of FY 2018/19 Budget.

Town Manager Wilson spoke of receiving the report on estimated State Shared Revenue. Although this is not final, they are generally very close to actual disbursements. The estimate is \$475K. He noted that the Town received more state revenue in 2009 than the current year due to the flat growth of less than 2% per year based on population. He spoke of the challenge of the Town needing some growth or there will be severe issues in the future. There is \$3.9M in the general fund. There will be a more transparent budget this year, the Town will see the money and know what they have. TM Wilson asked Council to

Town Council Study Session & Special Meeting, April 3, 2018
share their ideas over the next couple of weeks as to where money can be spent to the meet the Town's needs. He spoke of roads and the Activity Center requiring work and increased programming. He has received input on ideas from the Open Space and Trails Committee. The 18/19 budget process should conclude in late May or early June.

There was Council discussion about the previous budget methods, creative financing and the need for an actual budget, as well as the concern Council has for conservatism.

TM Wilson spoke of the community being extraordinary in their integrity with their budget. He spoke of the incredible work force noting their work ethic and that a little bit of money needed to be spent for their future. He also said there is HR work that needs to be formalized to meet state standards.

Mayor Nolan thanked the Town Manager for that statement and that they recognize the Staff and what they do for the community.

4. Special Meeting. Legal action can be taken.

A. Review and waiver of the attorney/client privilege regarding the Town Attorney's January 29, 2018, opinion regarding the possible readoption of the Town's 2009 General Plan.

This agenda item was moved forward ahead of Agenda Item 3.

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

No additional meetings were scheduled.

Adjourn. The meeting was adjourned at 3:47 p.m.

Terry Nolan, Mayor

ATTEST:

Julie Gibson, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
APRIL 17, 2018, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, APRIL 17, 2018, 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 6:35 p.m.
2. **Pledge of Allegiance** Led by Veteran Ken Murphy.
3. **Invocation** Led by Councilmember Wendt.
4. **Roll Call** Town Council Members: Jack Hamilton, Amy Timmons, Doug Treadway, Victoria Wendt, Vice Mayor John Hughes and Mayor Terry Nolan were present. Council Member Mark McBrady was absent.
5. **Announcements regarding Current Events; Guests; Appointments; and Proclamations**

Councilmember Wendt reported that her quarterly Firewise committee report was not on the agenda and would be placed on a future agenda.

A. Fair Housing Proclamation related to the Town's policy on compliance with the Fair Housing Act

Mayor Nolan read the proclamation in support of the Fair Housing Act.

B. Interviews and possible appointment of applicant to the Planning & Zoning Commission to fill one vacancy

There were three applicants for one vacancy on the Planning & Zoning (P&Z) Commission: Lynn Collins, Nancy Wright and Ken Murphy.

Ms. Collins spoke in support of water conservation measures, wildland building codes for all construction, and architectural diversity in subdivisions. She spoke of experience with the General Plan process, in other cities, and extensive planning involvement. She has read the D-H 2008 General Plan.

Ms. Wright spoke of serving on the D-H Town Council for 11 years. She has watched every P & Z meeting, if she did not attend. She wants to do what is right for the Town to keep it rural. She is offering to serve the Town.

Mr. Murphy would like to serve on the committee in order to further his community service. He has two brothers who are developers in Colorado, so he is familiar with the good, bad and ugly of zoning. He would like to be part of the development in going forward. He has read the General Plan, however, has not attended P & Z meetings in the past.

Councilmember Hamilton made a motion: To vote to see who we want on Planning & Zoning, seconded by Vice Mayor Hughes. The Motion passed unanimously.

The Council Members (CM) voted by ballot with the following results: CM Wendt – Ken Murphy; CM Treadway – Nancy Wright; Mayor Nolan – Ken Murphy; VM Hughes – Ken Murphy; CM Hamilton – Nancy Wright; CM Timmons – Ken Murphy.

Ken Murphy was appointed to the P & Z vacancy with a majority of four votes.

Mayor Nolan asked to move the Public Hearings and Agenda Item 10. C. forward to this point of the meeting. There was Council consensus to do so.

10. **C. Request for a waiver of the required \$850 application fee for a requested Use Permit, UP 17-002 for approximately 5.1 acres of real property, Woodrow Wampler residence, located at 9955 E. Newtown Ave., also known as Yavapai County Assessor's Parcel Number 402-03-212 in the R1-70 (Residential Single Family) zoning district to allow the operation of a dry camp to accommodate no more than ten travel trailer/RVs. The travel trailers/RVs will not**

be connected to any utilities, and the camp will be limited to operating during the period from April 15 through October 15 each year.

This agenda item was moved forward in the meeting and addressed after Agenda Item 5.B.

Community Planner (CP) Brown noted that he would give a full review of the User Permit request during the Public Hearing.

Woody Wampler, applicant, gave an overview of his request to Council. Mr. Wampler is an event coordinator for his chapter of Gold Prospectors Association of America. Campers come to his property in the summer, hold various events, and teach gold panning. They participate in various, local events such as the school and mine tour events that benefit the Dewey-Humboldt Historical Society, and the Agua Fria Festival. They also participate in community clean-ups. The campers park their trailers on Mr. Wampler's property and leave them for the summer, coming up for occasional weekends and to participate in the above described events. They do not live on his property. This saves them having to move trailers up and down Interstate 17. The campers infuse money in the community at shops and restaurants, as well. Mr. Wampler does not charge or make money on this endeavor. He feels bad asking the campers to pay when they are helping the community.

There were Council questions for Mr. Wampler. The Town Attorney was asked if this would be a violation of the gift clause. Attorney Goodwin was unable to verify this.

CM Wendt noted that Mr. Wampler is a good neighbor and that he has the cleanest property. Her neighbors have expressed their support of Mr. Wampler. She applauds his efforts and volunteerism but cannot support waiving the Use Permit fee.

CM Timmons noted the money that could be generated in the community by the campers, up to \$7-800 on a weekend for local businesses. She spoke of other fees having been waived by Council previously in other situations.

CM Treadway applauded Mr. Wampler for his activities but noted his concern regarding waiving the fee, as it will oblige Town Council to waive it for others

Public Comment

Dale Creel – spoke in support of Mr. Wampler noting that he is a great neighbor and citizen. He spoke in support of waiving the fee.

David Nystrom – spoke in support of the waiver of the fee as permit fees are not the financial security of this Town noting Mr. Wampler's non-profit endeavors for local organizations.

Leigh Cluff - spoke of Mr. Wampler's property being immaculate. She spoke against the person that complained and wondered if they are donating money to the community as Mr. Wampler does.

Gerald Boyer – noted that these people are willing to give their time and talent to the community and he supported the waiver of the fee.

There was further Council discussion with CM Treadway noting that P & Z reviewed this issue and made a recommendation to waive the fee. Council should consider their recommendation. He supported waiving the fee, unless it were a violation of the gift clause.

Public Comment

Woody Wampler – spoke of the Club not covering these event costs, the people pay their own expenses. The fee will come out of the volunteers pockets.

Vice Mayor Hughes spoke in support of Mr. Wampler's events but noted that Council cannot give him an exemption and then deny similar future request from others.

CM Timmons spoke of a demolition permit being waived for someone who had a structure fire, but when someone else with a fire being charged for the same permit, noting a case-by-case basis.

CM Hamilton made a motion to deny the fee reduction, seconded by CM Wendt. A roll call vote was taken: CM Timmons – No; CM Hamilton – Yes; VM Hughes – Yes; Mayor Nolan – Yes; CM Wendt – Yes; CM Treadway – No. The motion passed by a 4 -2 margin.

11. Public Hearing Agenda Discussion and Possible Legal Action may be taken.

A. Request for a Use Permit UP 17-002 for approximately 5.1 acres of real property, Woody Wampler residence, located at 9955 E. Newtown Ave., also known as Yavapai County Assessor's Parcel Number 402-03-212 in the R1-70 (Commercial; General Sales and Services) zoning district to allow the operation of a dry camp to accommodate no more than ten travel trailer/RVs. The travel trailers/RVs will not be connected to any utilities, and the camp will be limited to operating during the period from April 15 through October 15 each year.

1. Staff Report

CP Brown stated applicant, Woodrow Wampler, is in the low density residential General Plan designation, R1-70 residential zoning, identified as APN 402-03-212. Mr. Wampler is seeking a Use Permit for no more than ten travel trailers on property he owns at 9955 E. Newtown Ave. There will be no hook-ups for either septic or water. The travel trailers will be the property of individuals, other than Mr. Wampler, and all owners are members of the Gold Prospectors Association of Phoenix. They gather each year in D-H to promote gold prospecting and to conduct hands-on demonstrations and educational programs centered on prospecting. The applicant is seeking to limit the Use Permit to the period of April 15 through October 15 of each year. Mr. Wampler does not charge for the use of the property for this gathering. This coincides with the schedule of events that the group will be participating in beginning in early May with a presentation to the Humboldt Unified School District pupils. Mr. Wampler currently maintains his personal residence on this property. The subject property is zoned R1-70 Residential Single Family, as are all of the properties abutting on all sides. The subject property is currently being used to house a single-family residence. The property to the north, south and west is currently vacant. The property to the east is a combination of one vacant property and two single-family residences. Public notices were sent to property owners within 300 feet radius of the project site. Three of the fourteen neighbors who were noticed attended the public participation meeting. The town has received eight letters in support and one letter in opposition to the request. P & Z Commission voted unanimously to approve the Use Permit with the following conditions from Staff and the Commission:

- 1) The Use Permit is approved for a term of five (5) years, to be reviewed at the end of that period to determine if renewal for an additional period is appropriate. Application for Renewal shall be made by the owners of the property following the same process as for a new Use Permit.
- 2) The presence of more than two (2) travel trailers on the property (Mr. Wampler's) will be permitted only between the dates of April 15 through October 15. He is allowed to have one (1) registered in his name and one (1) that he may store that is not registered in his name.
- 3) The noise ordinance on the generators be limited to the time period of 8 a.m. to 10 p.m.
- 4) Waiver of the Use Permit fee.

CP Brown noted that Mr. Wampler keeps an exemplary property. This matter started with the filing of a complaint. CP Brown worked with Mr. Wampler on the Use Permit and Mr. Wampler is trying to address this by legitimate means.

Mayor Nolan closed the regular meeting at 7:38 p.m.

2. Open Public Hearing

Mayor Nolan opened the Public Hearing at 7:38 p.m.

Public Comment

Woody Wampler – inquired if Council needed further detail. They did not. Mr. Wampler stated that the club would be participating in an event at Little Dealer Little Prices in July to benefit veterans and their families. Their mission is to teach people to respect the land and teach the art of gold panning.

David Nystrom – spoke in favor of the Use Permit and said he shared this viewpoint at the Planning & Zoning Commission meeting.

Stanley Gorodenski – spoke of misunderstanding this issue at the P & Z meeting. His initial understanding was that this request was for a couple day event, now he realized that it was regarding parking trailers for a six-month time period.

3. Close Public Hearing

Mayor Nolan closed the Public Hearing at 7:52 p.m.

4. Council Discussion and Possible Action

Councilmember Wendt made the following motion: That we grant Mr. Wampler his application for his conditional use permit to keep within the six-month time period as stipulated in the agenda the 7 – 10 trailers for Council approval. There was further Council discussion. Councilmember Treadway seconded Councilmember Wendt’s motion. Town Attorney Goodwin recommended making the motion subject to the payment of the application fee. Councilmember Wendt agreed with this revision to her motion as well as the conditions set by the Planning & Zoning Commission. Mayor Nolan requested a roll call vote. The motion passed by a 5-1 margin, with Councilmember Hamilton voting against.

Public Comment

Dale Creel spoke of Arizona’s mandated monsoon season and due to having seasons, it is hard to give specific dates. Referring to this issue as a trailer park is inaccurate.

B. Liquor License – Conduct public hearing and consider approval of a “Series 10 Beer and Wine Store” Liquor License for Giant #086 located at 12833 E. State Route 69, Dewey, AZ 86327.

1. Staff Report

Town Manager Wilson stated that this liquor license would be utilized at the Giant Gas Station. It would be limited to a Series 10 license for beer and wine. The appropriate applications and reviews have been addressed by the Liquor Board. A motion from Council in support or denial is in order from the Council. There were no comments or questions from the Council.

2. Open Public Hearing

Mayor Nolan opened the Public Hearing at 8:12 p.m.

Mary Franks – inquired as to where the Giant station would be located and was informed that it would be located at the intersections of Highways 69 and 169.

Dale Creel – viewing his cell phone, said he was looking for the motto for the Town of Dewey-Humboldt. He said he looked at it online and it said the motto was “Country Town”. When he finds it, he will read it to Council.

3. Close Public Hearing

The Public Hearing was closed at 8:15 p.m.

4. Council Discussion and Possible Action

Councilmember Hamilton made a motion to approve the liquor license, seconded by Vice Mayor Hughes. The motion passed unanimously.

5. C. Public Safety Reports

1. Central Arizona Fire & Medical Authority report presented by Fire Marshall Rick Chase.

Fire Marshall Rick Chase gave an overview on the First Quarter (Jan–Mar 2018) sharing that there were 82 EMS Responses; 2 Fire Responses; 21 Public Service Dispatches; 3 Hazardous Condition Responses and 11 Good Intent Responses for a total of 119 Dispatches. These numbers are considered low and standard for the Dewey-Humboldt area. Fire Marshall Chase said he would provide figures as to what percentage population Dewey-Humboldt is of the entire district. (Later in the meeting, FM Chase figured that D-H is about 4% of the entire district population).

Prescott National Forest is going into Stage 1 Fire Restrictions. The Oasis Church on Hideaway Lane has received its final inspections and is having any Open House on May 4, 2018. They

have been working on the tank project in the Upper Blue Hills with the Firewise committee on this. The tanks are in their new budget, which takes effect July 1, 2018, and they should be able to move forward at that time. Councilmember Wendt spoke of a recent fire in the Blue Hills and a road closure situations. She had questions about the water supplies. FM Chase did not have an absolute end date for the project.

Public Comment

Dale Creel spoke of the recent fire noting that the temporary tank was set up on Cranberry and Wicklow, which is what stopped the traffic. He noted that the Department did a great job up there.

2. Yavapai County Sheriff's Office report presented by Sgt. John Johnson.

Sgt. Johnson provided an overview of the First Quarter (Jan-Mar 2018). There were 568 total calls in that quarter. 228 Traffic Stops; 69 Traffic Citations; 5 Assaults; 3 Drug Arrests; 2 Disorderly Conduct Arrests; 5 Family Fight Arrests; and 3 Wanted Person Arrest with a total of 26 arrests (7 cite and release). There were also 10 Animal Citations issued. These numbers are normal for the D-H area. He provided information on the calls by day of the week and by time of day.

Public Comment

Woody Wampler asked how D-H crime rates compared to the rest of the County. Sgt. Johnson noted that of the unincorporated areas of the County, D-H's numbers are relatively low.

3. Magistrate Court report presented by Judge Catherine Kelley.

Judge Kelley commented that the Court does not generate its own business, so she will not go over territory that was already covered in previous reports. She did explain that the arrests that were noted in the Sheriff's statistics can be spread over three courts and do not necessarily end up in the D-H court. Judge Kelley shared that the new computer system has to ability to text or email reminders regarding court dates and seems to be having a positive impact. There is a new grant program which allows inmates to be screened at the jail for mental health issues, substance abuse and other types of issues resulting in recommended resources, so that someone doesn't have to be kept in custody, if these types of issues can be addressed. Jail personnel inform the Judges of these particular types of issues and help follow up and provide the resources to the inmates. Judge thinks it is an excellent grant program.

6. Town Manager's Report

Town Manager Wilson explained that Building Official Don Roberts has continuing health issues and has taken a leave of absence. There is a plan to have Cindy Spahr assist with inspections. She will also participate in some additional training being held in Prescott at the end of the month.

7. Consent Agenda

A. Approval of Meeting Minutes:

- 1. Special Meeting of February 27, 2018**
- 2. Study Session & Special Meeting of March 6, 2018**
- 3. Regular Meeting of March 20, 2018**

B. Approval of adoption of Resolution No. 18-130 repealing Resolution No. 08-61 Related to the Public Participation Plan for adoption of a General Plan; providing for repeal of conflicting results; and providing for severability

Councilmember Hamilton made a motion to approve the Consent Agenda, seconded by Vice Mayor Hughes. The motion passed unanimously.

8. Public Comment on Non-agendized Items

Nancy Wright - spoke of online live-streaming issues and also noted that there was money allocated in a past budget for a second camera for people to see what is on the overhead projector.

Leigh Cluff - spoke of the emergent issue of a second access in and out of the Blue Hills noting the

area is growing every day and this becomes more important all the time.

Dale Creel - read the Town's Mission Statement to the Council and reminded them this was their responsibility to uphold.

9. Unfinished Business

Discussion and Possible Legal Action on any issue which was not concluded, was postponed, or was tabled during a prior meeting.

A. Special Projects Discussion for FY 2018/19 Budget

Town Manager Wilson gave an initial overview of the following proposals by going through the list:

Friends of the Library: There was a request from the FOL for assistance in the way of a part-time staff (16 hours per week). TM Wilson asked Sandra Goodwin of the Friends of the Library to speak on the issue. Ms. Goodwin explained that they took this issue to the County, but they did not feel it was warranted, so they are asking the Council to help support the program. Ms. Goodwin informed Council that TM Wilson has been extremely helpful on this issue.

Activity Center: A part-time staff for the Activity Center to help keep the doors open and move programming forward. There was also an associated idea of having Meals on Wheels provide one meal per week at \$5 for interested residents. The Town could consider funding it totally or offering a discounted meal price. There were Council questions and discussion on this proposal.

Open Space & Trails Committee: Improvements to be done by Town Staff at a specific area on a walking trail with an estimated cost at \$10,000

Agua Fria Festival: Request from Dewey-Humboldt Historical Society for \$2500

Merrill & Cranberry Road improvement: Drainage issues estimated at \$5,000

Dewey-Humboldt Historical Society: Donation to assist with displays and exhibits at Mortimer Farm.

There was further Council discussion and clarification on these proposed items, to be discussed more thoroughly at the next budget discussion.

Public Comment

Sandra Goodwin reported that Ken Murphy, with additional volunteers, have offered to clean the Green Gulch Trail on a monthly basis. She also spoke of the great presentation Ms. Wendt recently gave regarding Firewise to the Granite Mountain Riders group.

10. New Business

Discussion and Possible Legal Action on matters not previously presented to the Council.

A. Public Works 2018 Chip Seal Overlay Contract Award

Public Works Director Hanks informed Council that there were three bid submissions for the annual chip seal project. Earth Resources was the low bidder at \$179,986 and Staff recommends the bid be awarded to them.

Councilmember Hamilton made a motion to approve awarding the bid to Earth Resources, seconded by Councilmember Timmons. The motion passed unanimously.

B. Consideration and possible adoption of Chapter 92 Nuisance Abatement Ordinance (As directed by Council 3/20/18)

Town Manager Wilson gave an overview of Councilmember Wendt's CAARF asking the Town Attorney to bring back the proposed nuisance abatement ordinance. They are seeking Council's input to be able to revise this and bring it back for adoption.

Town Attorney Goodwin spoke of this having been before Council previously but they were not ready to proceed at that time. She narrowed the focus for blight and focus on health and safety situations. She understands D-H to want a very narrow definition for "nuisance". That was the goal of her revisions. The procedures stay the same and includes due process of noticing, appealing,

etc... If the nuisance was not cleaned up, the Town would have the ability to go in and abate the nuisance.

There was extensive Council discussion and questions regarding inspection procedures and the complaint process, whether it would be complaint-based or anonymous.

Public Comment

Lynn Collins - spoke of the attorney not offering enough definition requesting more clarification for terms such as blight; blighted buildings, structures, etc... She cited the proposed ordinance as being overreaching requiring better definitions.

There was further Council discussion regarding health and safety, as well as the complaint process.

Public Comment

Gary Mortimer - expressed that the process has to be complaint-driven with documentation and described some situations that he experienced at his property. He spoke of having a community that everyone can be proud of.

Leigh Cluff - spoke of a complaint filed against her by the County back in 2002 and the outcome. She was in support of transparency in the system.

There was further Council discussion regarding the process and including language in the ordinance that it should be complaint-driven.

Public Comment

Ulys Brooks spoke of the possibility of bullies filing multiple complaints.

Vice Mayor Hughes made a motion to extend the meeting fifteen minutes, seconded by Councilmember Timmons. The motion passed by a 5-1 margin, with Councilmember Hamilton voting against.

There was further Council discussion about the definition for health and safety. Vice Mayor Hughes noted there was no direction for Staff after much Council discussion. His recommendation is that the ordinance be transparent; accept the strikeouts as written; and make sure it is in quotes that it is for "danger to life, health and safety" and go from there.

Councilmember Wendt believes the process should be complaint-driven and transparent, leave the strikeouts out, health and safety only.

Town Attorney recommended using the term "probable cause" instead of reasonable belief. Council agreed with this choice.

Public Comment

Lynn Collins - spoke of the Code Enforcer at Prescott Valley taking the health and safety standard and stretching it. She wants examples written out. There should be no guessing on the code.

Gary Mortimer - spoke in support of a transparent, complaint-driven process.

Mayor Nolan summarized that the abatement ordinance will be complaint-driven and transparent. Town Attorney Goodwin confirmed that the "probable clause" would apply to the Code Enforcement Officer and the strikeouts on the definition of blight will be taken out and she could now proceed with this direction.

11. Adjourn Mayor Nolan adjourned the meeting at 10:07 p.m.

Terry Nolan, Mayor

ATTEST:

Julie Gibson, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
STUDY SESSION & SPECIAL MEETING MINUTES
MAY 1, 2018, 6:30 P.M.**

A STUDY SESSION & SPECIAL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MAY 1, 2018, 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 2:01 p.m.
2. **Roll Call.** Town Council Members Jack Hamilton, Mark McBrady, Doug Treadway, Victoria Wendt and Mayor Terry Nolan were present. Vice Mayor John Hughes and Council Member Amy Timmons were absent.
3. **Study Session.** No legal action to be taken.

A. Firewise Quarterly Report

Victoria Wendt gave an update on the Firewise Committee. The Board continues to hold monthly meetings the third Wednesday of the month in the Council Chambers. Educational speakers and informative information is provided at the meetings. Normal attendance is between 15 and 20 citizens. Speakers over the last quarter were Dr. Michael Orr, PAWUIC Chairperson; Hugh Vallely, Deputy County Emergency Manager on the Ready-Set-Go Program; Spike Hicks and Carole Fontana with Animal Disaster Services. Chairperson Nadine Lalich continues to raise awareness with publications, newsletter submissions, and radio time.

Ms. Wendt said she would like to extend the grant area in the Foothills East area to extend as far as Beverly Hills Drive to the south. She will be making inquiries on how to extend this for expanded grant opportunities. They have received 37 grant acres with only 3 acres remaining unutilized. The total grant amount is close to \$48K through PAWUIC. She encourages a continued partnership with them. Councilmember Hamilton asked if the grants could be extended to the entire D-H area. Ms. Wendt thinks the grant areas need to be concentrated, but she will check on this.

Public Comment

Jerry Brady spoke on Homeland Security has published a manual for the guidance of government entities on these issues: US. Department of Homeland Security DHS FEMA IS 22 and believes Council would find this interesting. He noted that 2018 is anticipated to be worse than last year.

B. Review of proposed updates of language in Town Code §30.105 Council Agenda; §30.107 Time of Adjournment; and §30.108 Agenda Packets

Town Manager Wilson spoke of reviewing the current administrative ordinances in place regarding agendas and the meeting process. He brought an edited version, if approved, that would be recodified as the new procedures. The areas of revision were the reestablishment of the Agenda Committee; agenda item process; the CAARF process and the order of agenda and adjournment process. TM Wilson gave an overview of the revisions.

Council discussed the CAARF process and the need to be sure that items make the agenda in a timely manner. The purpose of Study Sessions was covered and it was clarified that they should be for study and not for action items. Packets being distributed as early as possible in order to research was a concern and there was a request to continue including

Town Council Study Session & Special Meeting Minutes, May 1, 2018
a list of future agenda items for Council review.

Public Comment

Jerry Brady spoke of the legal requirements for public comment at meetings. He recommended the Public Comment to be at the end of the meeting and recommended checking with the Attorney General to see if there are any changes.

There was further Council discussion regarding the time of adjournment and TM Wilson noted that he would write in a four-hour meeting timeframe, thereafter a motion to adjourn or extend would be required.

TM Wilson will make these edits and bring it back to a Regular meeting where action could be taken.

4. **Special Meeting.** Legal action may be taken.

A. **Special Council-Initiated Projects for FY 2018/19 Budget**

Town Manager Wilson explained that Council submitted budget project ideas, seven that were listed previously and some that were more recently added. The majority of the initiatives were focused on roads and he noted that there would be a boost to the Public Works road budget.

Public Works Director Hanks gave an overview of the previous year's accomplishments covered under the budget, the addition of a backhoe, chipper and manpower. He spoke on the issue of a road grader that was requested in the initiatives, and explained that it was not cost-effective, as they would need to add more equipment and three more employees to utilize it. He said what his department could benefit from is a gannon or grade tractor, which could be utilized to repair monsoon damage and many other purposes.

There was Council discussion regarding road maintenance with specific locations for improvement cited by Councilmembers. Director Hanks outlined on the overhead map the different road projects he will be scheduling for the next budget year. There was further discussion involving roadwork and a request for a priority list for the Public Works Department. Director Hanks estimated the piece of equipment they are looking at would be between \$50 and \$70K. They could also begin survey work for some of the upcoming projects.

TM Wilson spoke of the \$200K contingency fund that has not been utilized in the past. He proposes that there will be the same contingency in next year's budget, but Council can take the \$200K that was not spent last year and allocate it to next year's budget on these items. He is suggested that Council does not need to save at the level they previously did.

Council reviewed and gave input on the other initiatives listed in the agenda packet with the following tentative figures:

Friends of the Library - \$8736; Community Center Staff - \$8700; Community Center Meals on Wheels - \$7500; Open Space & Trails Committee - \$10,000; Agua Fria Festival - \$2500; Dewey-Humboldt Historical Society - \$5000; Firewise - \$6600; Dewey-Humboldt Little League and Humboldt Elementary School (baseball fields) - \$16,600; Clearview Drive Turn-Out Lane - \$50,000; and Public Works equipment/survey - \$75,000. Items not listed that were discussed: Coldwater Farms Conservancy - \$2500; an additional Clean-up Day event estimated at \$6500 per day; Mayer Meals on Wheels - \$2500. Items that did not move forward were the road grader purchase; Town Council expense allowance; and digital format/tablets for Council.

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TM Wilson reported that he would take these figures, work them into the budget, and bring it back in the tentative budget allowing Council time to review it before finalization.

Public Comment

Jerry Brady spoke of the Executive Office of the U.S. Supreme Court advised the Town Council regarding the easements and right of ways on Old Black Canyon Highway and that the Department of Defense has never transferred the title to either ADOT, county or any local agency. The offer was made but declined due to the cost. With regard to a motor grader and water truck, the U.S. Marine Corp base at Barstow has miles of equipment available, \$1 gets you the use of the equipment per year, and after five years, you obtain title.

Nancy Wright inquired about a second camera to display the overhead projector on the Granicus livestream and that money was already allocated for this in a previous budget. She requested that it be included during this budget's planning.

B. Discussion of possibility of getting Smelter on historic register (Mayor Nolan – CAARF)

Mayor Nolan said that it is quite possible that the Smelter could be put on the historic register, especially if they get the State Park in there. This would pertain to the entire site, not just the stack. He requested that The Town Attorney check into how this can be done.

Public Comment

Jerry Brady spoke of the legal history of the smelter and the mine being an asset that is grossly underestimated. He recommended following the lead of the Jerome Mining Museum. These types of legal documents are found in Prescott in the U.S. Documents Repository.

Mayor Nolan made a motion to explore the possibility of getting the smelter on the historic register, seconded by Councilmember Wendt. The motion passed unanimously.

C. Presentation from Garry Roger's family regarding the donation of property to the Central Arizona Land Trust (CAARF – Mayor Nolan)

Mayor Nolan gave an overview of his CAARF. TM Wilson explained that Jeanne Trupiano will make a presentation on the trust tomorrow at the Planning & Zoning Commission meeting and the Council presentation would be scheduled for the May 15, 2018, Regular Meeting.

Councilmember Hamilton made a motion to approve the presentation, seconded by Councilmember Treadway. The motion passed unanimously.

D. Consider holding a special meeting on May 29, 2018, at 6:30 p.m. for adoption of the tentative FY 2018/19 budget this month.

Town Manager Wilson proposed that this would be a single topic meeting.

Councilmember Hamilton made a motion to hold the special meeting on the budget, seconded by Councilmember Wendt. The motion passed unanimously.

5. Adjourn. The meeting was adjourned at 4:18 p.m.

ATTEST:

Terry Nolan, Mayor

Julie Gibson, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
MAY 15, 2018, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MAY 15, 2018, 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. **Pledge of Allegiance** Done
3. **Invocation** Given by Councilmember Timmons
4. **Roll Call** Town Council Members: Jack Hamilton, Mark McBrady, Amy Timmons, Doug Treadway, Victoria Wendt, Vice Mayor John Hughes and Mayor Terry Nolan were present.
5. **Announcements regarding Current Events; Guests; Appointments; and Proclamations**

A. Yavapai College Update Presentation

Rodney Jenkins, VP of Communications for Yavapai College gave a review of updates concerning the college including local economic news of the relocation of a footwear company to the community which has created education and job opportunities. There was also discussion regarding the retirement of President Penny Mills.

B. Presentation by Jeanne Trupiano on behalf of the Garry Rogers' Family regarding the donation of property to the Central Arizona Land Trust

Ms. Trupiano gave a Power Point presentation explaining the purpose and guidelines surrounding the Roger's 20-acre property donation to a land conservancy through the Central Arizona Land Trust. Ms. Trupiano described the birds and wildlife that occupy the land, as well as the location and characteristics of the property. The organization is in the process of acquiring monetary donations to help achieve and sustain the conservancy status.

Council spoke in support of the project.

Public Comment

J.D. Greenburg spoke of this project being a bonus to the community. She noted she will be making a personal contribution to the fund and hopes there are other matches. She appreciates the Rogers' donation.

Current Event Announcement

Linda Marley and Jan Adams of the of the Mountain Top Quilters Guild invited the public to attend the "2018 Quilts of the High Desert" event being held June 1st and 2nd at the Prescott Valley Event Center. Mayor Nolan will be presenting one of the awards for a display quilt.

12. Public Hearing Agenda Discussion and Possible Legal Action may be taken.

Agenda Item #12 was moved forward in the meeting ahead of Agenda Item #6.

A. Request for a Use Permit UP 17-003 for approximately 2.99 acres of real property, applied for by Luis Pena, representing Heli Swift Aviation, located at 2845 S. State Route 69, also known as Yavapai County Assessor's Parcel Number 402-08-069W in the C3-35 (Commercial and Minor Industrial) zoning district to allow the operation of a helicopter training facility, which utilizes flightless helicopter trainers on concrete pad, and with the trainer being stored inside a building when not in use

1. Staff Report

Steven Brown, Community Planner, gave an overview of the Special Use Permit application and supporting documents, as well as the process of public notification that was

followed. CP Brown played a video covering the Cicare SVH4, the simulator helicopter that will be used at the Pena's training school. The property is zoned C3-35 Commercial and Minor Industrial. The surrounding properties are zoned commercial with the exception of the east boundary which is residential. He noted that the applicants, in discussion and at the Planning and Zoning Commission public hearing, have exhibited a willingness to address valid issues and concerns with a positive attitude toward identifying mitigations that can be implemented to alleviate them. Therefore, Staff recommends that the Council should consider approving this application as meeting the approval criteria and the necessary findings of fact can be supported in that decision.

Staff recommends that, if the Council chooses to approve this application, that the following conditions be made a part of the approval.

1. The Council in granting approval of this Use Permit has made the following findings of fact:
 - a. The use is compatible with permitted uses in the underlying zoning district.
 - b. The use is in compliance with the Town's General Plan and applicable town regulations.
 - c. The use, if approved with conditions, meets or exceeds the conditions and criteria described in Town Code Section 153.091.
2. The Hours of operation of the flight simulator outdoors shall be limited to Monday-Friday 9am -5pm and Saturday 10am-4pm.
3. The flight trainer shall not operate at noise levels in excess of 90 dB at any time. The applicant will be required to provide monthly monitoring of noise levels for the first six (6) months of operation on a monthly basis. The noise levels will be taken in the presence of the Community Planner by appointment. If after the end of six (6) months the noise levels have averaged 90 or less, the monitoring will go to annual monitoring and reporting.
4. The applicant, prior to approval of a building permit for the use on that property, shall submit to Community Development Department of the Town of Dewey-Humboldt, a dust mitigation plan that will delineate the measures that will be taken to limit or reduce the generation of dust as a result of the outdoor operation of the trainer. Some of the measures that may be included are:
 - Provision of plantings around the interior perimeter of the fencing.
 - Application of a dust sealant to all open space surfaces.
 - Provision of rock and gravel surfaces surrounding the trainer operation pad.
5. Prior to the issuance of a Certificate of Occupancy, the applicant shall submit to the Community Planner, a landscaping plan that provides perimeter plantings to soften noise and dust impacts.
6. To limit any distraction to motorists along Highway 69, the trainer will be housed within the building at any time that students are not taking flight lessons actively.
7. The Use Permit is approved for a term of five (5) years, to be reviewed at the end of that period to determine if renewal for an additional period is appropriate. Application for Renewal shall be made by the owners of the property following the same process as for a new Use Permit.

Community Planner Brown stated that in addition the Penas have agreed to comply with monthly monitoring of noise levels every month for six months for the first year, then annually thereafter. The Planning and Zoning Advisory Commission held a Public Hearing on this Use Permit application on May 3, 2018, and on a vote of 4-1 approved the following motion: "In hearing all the details, I don't see as much support for this

application as against it. So, I make a motion that we do not recommend this permit to the Council.”

Mr. Pena came forward and answered Council questions. He explained that he expected about 15 students, possibly one to three per week operating the simulator about 3 hours per day. He noted that the Prescott Airport is surrounded by homes. He will be shielding the flight pad by a large building, landscaping and a fence. He expects the wind power generated by the helicopter to be approximately 120-140 knots. The pad is about 60 feet in diameter and when utilized the helicopter will lift to a height of 9 feet. Mr. Pena believes that his initial application always purported the simulator.

Community Planner Brown stated that he and the Building Official each were both under the impression that the simulator would be housed in the building. Upon learning the pad was located outside it was recommended that a Use Permit may be required.

There was further Council comment and discussion regarding noise decibels and the application process.

2. Open Public Hearing

Mayor Nolan opened the Public Hearing at 7:40 p.m.

Kirk Brauner (sp) spoke about noise decibels and that many people have equipment in their possession that exceed the noise level the simulator would create. He spoke in support of the opportunity this affords the community. He cannot conceive that Council would turn this down.

Myron King stated that he lives on Omega Drive. He is concerned with the traffic, noise, and dust which affects his wife's health.

Mrs. King spoke of being the lady with the asthma. Her lung capacity has improved greatly by moving to D-H. She likes the Penas plan, but not here.

Lynn Collins stated she had a question regarding rock around the pad and asked for a translation on meters vs. feet.

Steve Burton is a resident of Omega Drive, closest to the main gate. He hears the highway, but if you start another loud noise, it will be bounce up the hill to his property. He grew up around a military base and has experience with helicopters. He is against this, although he appreciates the Penas' plan.

Claire Clark, Architect for Luis & Diana Pena said that the Penas are willing to make accommodations to soften the noise by building fencing and other types of plants and they would pave around the pad so there would not be gravel to deal with making it possible to greatly reduce the noise from the equipment. I have been involved for a few months and the plan was always for a simulator which can be rolled into the building.

Leigh Cluff likes the idea of the heliport, but does not like this area for the idea, as she believes it will upset Vietnam Veterans. She questioned how big the property is and if a building could house the simulator.

Phillip Brauner (sp) spoke of attending the P & Z meeting and that he was hearing of some concessions not previously shared. They moved here for the tranquility of the area, which would be lost, by this type of noisy business. If this is approved, could a wall be built along Highway 69, could there be access from some other street besides Omega, and could the business be closed on Saturdays.

Lori Crofutt approached the lectern to speak. Mayor Nolan pointed out that Ms. Crofutt is a member of the Planning & Zoning Commission and already expressed her opinion at that meeting. Ms. Crofutt said she was speaking as a resident and asked Council how many of them would want the heliport next to their home. She spoke about noise decibels and the risk for people's hearing.

Sandy Geiger spoke of being familiar with the proposed location and it is near the entrance on Highway 69 to Humboldt located near the "Arizona's Country Town" sign. She spoke of wondering where the trainees that would be attending the school are coming from.

Augustus Brauner (sp) spoke of the sound decibels of various types of equipment that are operated on a daily basis in the Town, from lawn mowers to diesel trucks. He spoke in favor of the accommodations that the Penas are making to reduce the noise factor of their proposed training site.

Kent Coulter asked what type of device this helicopter was and if it was F.A.A. approved. He inquired if Mr. Pena was an instructor and, if he had used this type of simulator, and where he took his flight training. He spoke of the increase in traffic and not seeing an economic advantage for the town. Mr. Pena replied that he is an instructor and has trained on this equipment in Argentina and at Falcon Field.

Mr. Pena spoke of trying to give back to the community. He is a Marine Corp Veteran who was stationed in Afghanistan his life was saved by a helicopter pilot after being shot at in the helicopter. He came back from the duty and earned his certifications and he wants to give back to the community. The Penas have invested their life savings in this project. Mr. Pena again spoke of the opportunity this provides to the community.

3. Close Public Hearing

Mayor Nolan closed the Public Hearing at 8:15 p.m.

4. Commission Discussion and Possible Action

There was further Council discussion and comment. Mr. Pena was asked to bring the simulator on a truck to D-H prior to the July 17, 2018, meeting for a demonstration of the equipment for Council and the community.

Councilmember Hamilton made a motion to call the question. There was Council consensus, the motion passed unanimously.

Vice Mayor Hughes made a motion for a continuance of this matter until the July 17, 2018, Regular Council meeting agenda, and the public will be noticed as to the opportunity for the public to when the equipment would be demonstrated in operation during the day, not the same time as the meeting. The Council Meeting will be the time when Council makes a decision on the conditional Use Permit. Councilmember Hamilton seconded the motion. The motion passed unanimously.

Mayor Nolan called a five-minute recess.

6. Town Manager's Report

Town Manager Wilson noted that technical difficulties were preventing live stream video.

7. Consent Agenda None

8. Public Comment on Non-agendized Items

Joe Garcia spoke of a family member having an issue when applying for a permit for an outbuilding (shed). Mr. Garcia believes that it is wrong that outbuildings have the same property line setbacks on small lots as larger lots. He notes that there are many structures close to the property edge and there are other jurisdictions that allow for this. He recommended that Council have Staff look into this.

Bart Brush spoke of an issue with the lower parking lot at the library building. He noted there used to be horseshoe courts there that were torn up during sidewalk installation and are no longer there. There is a permanent dirt driveway there now and vehicles use this as a short cut. He noted there were heavy trucks that got stuck in that area. He recommended posts and chains to prevent this from being used as a short cut.

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

A. Review of revisions and consideration of adoption of Chapter 92 “The Dewey-Humboldt Nuisance Abatement Ordinance” by reference as the nuisance abatement regulations of the Town; amending the Dewey-Humboldt Code of Ordinances, Title IX General Regulations to add new Chapter 92 Nuisance Abatement related to requiring persons in control of real property and structures thereon to maintain premises in a safe and sanitary condition; declaring failure to maintain premises to be a public nuisance and providing for inspections, enforcement, penalties, abatement and assessment processes for failing to maintain premises as required

(As directed by Council 4/17/18)

Town Manager Wilson explained that this ordinance was brought back as requested by the Council. The Council’s requested revisions were captured. These types of ordinances are common across the country and provided a memo with a list of smaller Arizona communities and their corresponding ordinance information. The proposed ordinance mirrors those that he researched and includes an appeal process. In his 40 years’ experience, he has never been aware of the nuisance abatement process actually resulting in foreclosure. In his research he was unable to locate a community that did not have a nuisance abatement ordinance.

Community Planner Brown displayed photos of a couple properties which have gone through the complaint process and still exist despite judgments. There have been no efforts by property owners to comply. The proposed ordinance would provide the tools for the Town to rectify this situation.

There was extensive Council discussion regarding the proposed ordinance

Councilmember Treadway spoke in support of the Ordinance, with some possible minor revisions.

Councilmember Wendt spoke in support of the Ordinance with some revision to decrease the \$500 daily fine to \$250, noting it too strict. She also said the process should be based on complaints only or probable cause of imminent danger for Code Enforcement involvement.

Councilmember McBrady was opposed to the proposed ordinance citing it has lots of problems and needs to be gone through paragraph by paragraph recommending a citizen committee to help with this ordinance. He was against any Town employee entering private property as a result of a complaint. He feels the process of implementation of an ordinance needs to slow down.

Councilmember Timmons was opposed to the ordinance calling it far-reaching, over-grasping, and strangulating. A year ago, Council voted down a proposed ordinance that was not this severe.

Councilmember Hamilton spoke of this going on for four or five years now. There is a problem and no way to take care of it. He noted Council has gone through this repeatedly. If nothing is decided, he does not want it brought back again.

Mayor Nolan was in favor of the ordinance and felt that many concerns were based on the language being misconstrued.

Councilmember Hughes spoke of the ordinance not being overreaching. Something has to be done about the problem areas and there has to be a rule to get this established to get rid of the blight. This ordinance is limited to health and safety. He recommended that the Attorney include the input provided by the community and “let’s get this done”.

Public Comment

Melody Smith appreciates that no one in the community wants this. She recommended initially knocking on doors, find out what the problem is, and how can the community help. As a community, everyone has the responsibility to stand up and help.

Councilmember McBrady made a motion to extend the meeting to 10:30 p.m., seconded by Councilmember Wendt. The motion passed by a 6-1 vote, with Councilmember Hamilton voting against.

Nadine Lalich appreciates the frustrations and believes there needs to be some type of ordinance. She asked Council to review a memo of recommendations she had prepared and read for them. She cited the current ordinance language as vague and confusing.

Ulys Brooks spoke of a man working his lifetime to pay for a home and after that he shouldn't have to live in fear of the Code Enforcement man for the rest of his life.

Lynn Collins noted that the proposed ordinance is similar to Prescott Valley's ordinance and cited details of a nuisance case there involving planters, which was cited as a health and safety issue. She noted language that she did not approve of in the proposed version. She recommended the proposed ordinance be put online in its entirety. All that is needed is a "dangerous building" law, not a Prescott Valley-style law.

Leigh Cluff spoke of one of the properties used in the overhead display. She noted that she feels the property looks better than it ever has. She recommended the Town help pay to have the tires removed. She spoke of community support to help with these types of situations.

Wanda Clark-Wood spoke of being a resident for 30 years. The people, who live in the Town, make the Town. She spoke of some residents being elderly or financially distressed and unable to clean up their yards and the need for community assistance in these matters. She spoke further on the rural lifestyle and why people reside here. She asked about the process regarding abandoned properties.

Gary Mortimer spoke of the effort spent talking about this, as well as the money paid to the Staff and Town Attorney, could have paid to clean up a few properties. He spoke in support of taking care of your neighbors and being service-oriented through volunteerism. He is not in favor of the Town telling him what he can do on his property.

Mickey Chinchek (sp) asked about the foreclosure process including where does the revenue go and what is done with the properties foreclosed on?

Dan Wendt spoke of having done service work but some people just don't want the help. He asked about the specific definition of endangerment. He is in favor of an ordinance.

Dale Creel read the Town Mission Statement to the Council. Mr. Creel recommended that this mission statement be read before Town meetings. He spoke of the properties used in the overhead displays and recommended that the Council focus.

Maria Papademetri spoke of not knowing the solution to this and there were aspects of the ordinance that concerned her, however, she is concerned about one property in particular near her home. The owner has had the home 2-1/2 years and he has not done anything about it despite the exercise of the complaint process. He also leaves two dogs on the property unattended the majority of the week. Animal Control has been contacted, with no results. Something has to be done about that property. She understands that no one wants people telling them what to do on their property but here has to be some recourse, especially for an absentee homeowner. People need to respect their neighbors.

Tom Mallette suggested that the Building Inspector declare the properties condemned, the Judge declare them abandoned, then get the Fire Department to burn them as a training exercise. He noted that was what they did back east where he lived.

David Sim (sp) spoke of receiving a citation for the lighting ordinance. Someone complained, however, they were decorative signposts that had no electricity to them. There

were no lights. He was confused by the complaint process and that there needs to be definition for the person making determinations on complaints.

Ron Llewellyn spoke of living in Prescott Valley and described a citation issue that resulted in receiving a ticket for \$450. He spoke of false complaints and the determination process. He came back here to be let alone. There is fine line and he believes it is being crossed.

Ken Dolan (sp) spoke of the need for community involvement and that there are retired contractor/builders with heavy equipment who would like to help those people to avoid fines and take care of the safety problems. He also spoke of having a lighting issue with a neighbor and was told by the Mayor that someone would be up to look at it. It has been over a month and no one has been up to view the problem. He gave his name on the complaint and nothing was done.

Councilmember McBrady does not think the abandoned home near the park is that bad looking. Some plywood could be added to enclose it, paint the outside to look like an old western town building. He signed a Town check today for the attorney charges of \$5,300 and that this needs to be spent in a different way. He recommended the Town get dumpsters up there, clean it up, and pay for it.

Town Manager Wilson explained that Town funds could not be spent to abate a nuisance on private property. He said there are things to do to make the ordinance better. TM Wilson reminded CM McBrady that he began this overview by saying in his 40 years' experience he has never seen these situations lead to foreclosure. The foreclosure language can be taken out of the ordinance. This ordinance can be fixed to include the initial processes that the Town already uses. He recommends that Council give Staff the opportunity to take the revisions provided, incorporate them and bring this ordinance back. There is a need for the ordinance. It is important that this be done, because of what is being seen in the community.

Mayor Nolan made a motion to extend the meeting to 11:15 p.m. Councilmember Wendt said that she would make the motion to extend the meeting to 11:00 p.m.

Councilmember Wendt recommended that a citizen committee be formed to assist residents that need help in complying with the nuisance ordinance. There needs to be something. She recommended the Attorney to try again and that citizens should submit recommendations to the Council.

Councilmember McBrady made a motion to extend the meeting to 11:15 p.m., seconded by Councilmember Timmons. The motion passed by a 5-2 vote, with Councilmember Hamilton and Councilmember Treadway voting against.

Councilmember Wendt's motion failed due to a lack of a second to the motion.

B. Review of revisions and consideration of adoption of amended Town Code §30.105 Council Agenda; §30.107 Time of Adjournment; and §30.108 Agenda Packets related to council meetings and agendas (As directed by Council 5/1/18)

Town Manager Wilson recommended that this item could be postponed. There was Council consensus.

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

A. Call of Election

Town Clerk Gibson gave an overview of the Call of Election including election event dates for the Town Council vacancies of one Mayor and three Council positions. The Primary Election will be held August 28, 2018. If necessary, the General Election will be held on November 6, 2018. This was a notification, no Council action was needed.

B. 2017 Volunteer of the Year update and recommendation

Lindsay Statler was nominated for the 2017 Volunteer of the Year award. Ms. Statler, President of the Dewey-Humboldt Little League is extremely involved and instrumental in

the success of the program. The Volunteer of the Year award picnic will be held on June 19, 2018, at the Butte Park from 4 – 6 p.m. The community is encouraged to attend.

Vice Mayor Hughes made a motion to approve Lindsay Statler as the 2017 Volunteer of the Year, seconded by Councilmember Timmons. The motion passed unanimously.

11. Executive Session

Vote to recess to Executive Session

Councilmember Treadway made a motion to move to Executive Session, seconded by Vice Mayor Hughes. The motion passed unanimously. Council entered Executive Session at 10:50 p.m.

1. Pursuant to A.R.S. §38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town’s position regarding:

- a. 2018/19 Sheriff Contract for Police Services**
- b. 2018/19 Library District Contract for Library Services**

Reconvene Regular Meeting

The Executive Session adjourned at 11:08 p.m. and the Regular Meeting was reconvened.

12. Public Hearing Agenda This agenda item was moved forward ahead of Agenda Item #6.

13. Adjourn The meeting was adjourned at 11:08 p.m.

Terry Nolan, Mayor

ATTEST:

Julie Gibson, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
STUDY SESSION & SPECIAL MEETING MINUTES
JUNE 5, 2018, 2:00 P.M.**

A STUDY SESSION & SPECIAL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JUNE 5, 2018, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. VICE MAYOR JOHN HUGHES PRESIDED.

1. **Call To Order.** Vice Mayor John Hughes called the meeting to order at 2:01 p.m.
2. **Roll Call.** Town Council Members Jack Hamilton, Mark McBrady, Victoria Wendt, Vice Mayor John Hughes were present. Mayor Terry Nolan and Council Members Amy Timmons and Doug Treadway were absent.
3. **Study Session.** No legal action to be taken.
 - A. **Review and possible adoption of an ordinance, amending Dewey-Humboldt Town Code, Title III Administration, Chapter 30 Town Council and Officials, Council Meetings, §30.105 Council Agenda; §30.107 Time of Adjournment; and §30.108 Agenda Packets, Subsection (A), related to council meetings and agendas (As directed by Council 5/1/18)**

Town Manager (TM) Wilson stated this is in regard to adjustments to the structure and order of council items, the hours and adjournment times and the availability of the Agenda Packets. The present code is unclear and also mandated the order for these items to be heard by the Council. TM Wilson stated the number of monthly meeting recently changed, but the time frames were not adjusted. This includes language to a 3.5 hour time frame which can be extended with a motion made by the Mayor, if necessary. Also included is a clarification as to how items from the Public can come to the Council. One way is to add it to the agenda under Public Comment Non-Agendized Item. Another way is for a citizen to contact a Councilmember who would use the CAARF process.

CM Hamilton requested that the Agenda Packet be available on Friday by noon and CM McBrady and CM Wendt agreed with that recommendation.

CM McBrady requested to change the word “appropriate” to “regular” in regard to agenda item placement.

CM McBrady talked about Announcements and Proclamations being placed at the end of the meeting. He stated that not everyone stays throughout the whole meeting. TM Wilson said this could be moved to right after the Invocation.

CM McBrady asked if a Councilmember can attend an Agenda Prep Meeting. TM Wilson replied there is room for one Councilmember to attend and language can included to address this.

CM McBrady requested a change to the Time of Adjournment. He would like it to be that any Councilmember would be able to request an extension on meeting time and then have a vote.

There was Councilmember discussion on the number of meetings a month. TM Wilson recommended waiting for direction from the whole Council on the meeting schedule.

CM Hamilton recommended a general date and time for the Agenda Committee Meetings be included in the language. CM McBrady stated CAARFs should have a date and time. TM Wilson replied that we will change the wording to the normal date and time of the Agenda Committee Meeting and that Councilmembers shall be advised if there is a change.

TM Wilson stated that he would include Council's recommendations and make the revisions.

Public Comment

Lynn Collins stated she is not comfortable with our Agenda Meetings or how we process the Agenda Packets. She suggested rotating Councilmembers attend the Agenda Meetings.

Vice Mayor Hughes called for any other comment.

CM Hamilton stated that the Mayor and Vice Mayor need to be on the Agenda Committee.

TM Wilson stated the requested revisions by Council would be made and they could consider bringing back three meetings.

Study Session adjourned at 2:36 p.m.

4. Special Meeting. Legal action to be taken.

A. Review and approval of appointment of Associate Magistrate per the Dewey-Humboldt Town Code §30.032 by the presiding Magistrate

TM Wilson spoke of the Town having a Magistrate, but there are sometimes occasion that an Associate Magistrate may be needed for such things as conflict of interest. Judge Kelley recommended a former D-H Magistrate, Joan Dwyer, to serve in this role.

CM Hamilton made a motion to approve the appointment of Associate Magistrate for Dewey-Humboldt, seconded by CM Wendt.

Public Comment

Lynn Collins asked if this is a zoning case? TM Wilson replied that it is a criminal matter.

Vice Mayor Hughes called for the vote. The motion passed unanimously.

B. Review and approval of contract for special Plan Check and Building Inspection services with Colibryn

TM Wilson spoke of the Giant Gas Station plan checks and inspections contract with Colibryn. He talked about the fee schedule, which is based on the County's commercial fee schedule, and how the Town will be paid. The Town does not have a commercial fee schedule. This is a single project contract. He also mentioned Building Official Don Roberts is coming back.

CM Hamilton stated the Town should have a commercial fee schedule. TM Wilson agreed.

CM McBrady asked why Don Roberts can't do these inspections? TM Wilson stated Don Roberts does not have his commercial certification yet.

CM McBrady asked if Yavapai County could do these inspections? TM Wilson stated the County doesn't have the ability to commit to us at this time.

CM McBrady asked who does the septic inspections? TM Wilson replied Yavapai County.

CM Wendt spoke of her concerns regarding the Commercial fee schedule, Mr. Robert's Commercial Certification and the septic system.

CM McBrady spoke of this being a big project and that he would be voting against it.

CM Hamilton made a motion to approve the contract with Colibryn. CM Wendt seconded the motion.

Public Comment

Karen Brooks requested the Public and Councilmembers to review the gas station project again. She has concerns regarding the previous Chevron's fill dirt as it was condemned. We need some protection in place so the Town won't be liable. TM Wilson stated Colibryn has insurance up to \$3 million and we are a rider on that policy. Vice Mayor Hughes talked more about the insurance and everyone else involved in the inspections.

Cheryl Taylor spoke of there being a lot of opinions both ways on the Giant Gas Station. She knows there are time constraints, but would like to have it reviewed again.

CM McBrady spoke of his concerns using a new start up company. TM Wilson stated the insurance is bonded and will be in place for the life of the event.

Leigh Cluff asked if other companies were considered? TM Wilson answered that the Town did look for an inspector in this County. A recommendation for Colibryn was made, as they had given classes at the Arizona Building Official's Spring Conference. We were comfortable with Colibryn due to the qualifications of Randall Pluimer.

There was further Council Member discussion on this issue.

Vice Mayor Hughes called for a roll call vote: CM Hamilton – Yes; Vice Mayor Hughes – Yes; CM McBrady – No; CM Wendt – Yes. The motion passed by a 3 -1 margin.

C. Approval of Yavapai County Multi-Jurisdictional Hazard Mitigation Plan

TM Wilson stated this is a Federal requirement to develop a Hazardous Mitigation Plan. Without a Federal Government approved plan, we would be unable to qualify for Federal assistance. Yavapai County has a plan subscribed to by all of the County Jurisdictions and our representative is Public Works Director (PWD) Ed Hanks.

PWD Hanks stated the Technical Committee met with State and FEMA officials to identify hazards. We looked at the old plan and what we need to do for a new plan. TM Wilson stated the Jurisdiction has not published this yet. We are asking for your approval of the plan so Yavapai County can submit it to the Federal Government for assistance.

Vice Mayor Hughes asked if there was any other questions?

PWD Hanks stated the plan was presented to FEMA officials and it met all of their criteria.

CM Wendt complimented PWD Hanks for working on this new plan.

CM Hamilton made a motion to approve the Yavapai County Multi-Jurisdictional Hazard Mitigation Plan, seconded by CM Wendt. The motion passed unanimously.

5. Adjourn. Vice Mayor Hughes adjourned the meeting at 3:19 p.m.

Terry Nolan, Mayor

ATTEST:

Julie Gibson, Town Clerk

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**INTERGOVERNMENTAL AGREEMENT
TOWN OF DEWEY-HUMBOLDT & YAVAPAI COUNTY
FOR LAW ENFORCEMENT SERVICES**

This Agreement is entered into this ____ of _____, 2018, by and between the Town of Dewey-Humboldt, an Arizona municipal corporation (hereinafter the Town) and Yavapai County, a political subdivision of the State of Arizona (hereinafter the County).

RECITALS

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

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

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

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

NOW, THEREFORE, the parties agree as follows.

1. **Enhanced Law Enforcement Services.** For the consideration to be paid by the Town as specified herein, the County, through its Sheriff's Office, agrees to the following:
 - a. To assign patrol Deputies within the area constituting Sheriff's Patrol Sectors 1, 2, and 3 (as identified in Attachment 1 to this Agreement) as needed on a daily basis to respond to calls originating from within the Town's corporate limits 24 hours per day, 365 days per year.
 - b. To provide the subject services in accord with the additional terms and conditions as specified in Attachment 2 to this Agreement.
 - c. To be responsible, except as expressly provided herein, for all payment of all costs of providing enhanced law enforcement services pursuant to this Agreement including, but not limited to cost for personnel salaries benefits, support services, capital equipment and facilities, supplies and vehicle operating costs.

2. **Enhanced Service Standards.** With respect to the County's obligation to provide enhanced law enforcement services pursuant to this Agreement, the parties understand and agree:

- a. That the County's obligation to provide enhanced law enforcement services is expressly limited to the continuation of the Certified Deputy positions, the deployment of personnel in the manner provided herein subject to the additional terms and conditions as set forth in Attachment 2 to this Agreement. In the event the services described in Paragraph 1 of this Agreement are reduced due to failure to continue the all or some of the Certified Deputy positions, the compensation set forth in this Agreement shall be proportionately reduced.
 - b. That, by agreeing to provide enhanced law enforcement services, the County does not warrant or guarantee a specific response time for calls originating from within the Town's corporate limits.
 - c. That Deputies assigned to patrol sectors pursuant to this Agreement, may at times be required to respond to higher-priority calls originating outside the Town's corporate limits and may, under those circumstances, be required to delay response to calls originating from within the Town's corporate limits.
3. **Payment for Enhanced Services.** In consideration for the County's agreement to provide enhanced law enforcement services as described herein and the Ancillary and Support Services as set forth in Attachment 2, the Town agrees to pay the annual sum set forth in Attachment 3, Budget Cost Summary with each installment to be due and payable no later than the fifth (5th) day of each month during the effective term of this Agreement.
 4. **Local Facilities.** The Town shall provide space within or near Town offices that will allow Sheriff's personnel to prepare and file reports, maintain records as needed and to meet as required with citizens and Town staff.
 5. **Term of Agreement; Records.** The term of this agreement shall commence on July 1, 2018 and shall terminate on June 30, 2021 (3 years). Both parties will have access to the other party's records with respect to this Agreement for the period of three (3) years following the termination of this Agreement.
 6. **Indemnification and Insurance.** Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of or as a result of bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. The obligations under this Paragraph 6 shall survive the termination of this Agreement.

County shall maintain such insurance and designate Town as an additional insured with a minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for personal injury and one million (\$1,000,000) per occurrence/aggregate for property damage as will protect it and the Town from claims set forth below which may arise out of or result from County's operations under this Agreement, whether such operations be by itself or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable. Certificates of insurance acceptable to Town and designating the Town of Dewey-Humboldt as an additional insured shall be filed with Town prior to commencement of this Agreement. The certificate shall contain a provision that coverage is supported and that the policies will not expire, be cancelled or changed during the term of this Agreement. Such insurance shall cover:

- a. Claims for damages because of bodily injury, occupational sickness or disease or death of its employees;
 - b. Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
 - c. Claims for damages insured by usual personal injury liability insurance which are sustained (1) by any person as a result of any offense whether directly or indirectly related to the employment of such person by County or (2) by any other person;
 - d. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
 - e. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. **Severability.** The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.
 8. **Applicable Law.** The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona.
 9. **Termination for Breach.** In the event of a breach of any term or condition of this Agreement by either Party, the Party claiming breach shall provide written notice to the other Party said notice setting forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) days of receipt of notice, the Party claiming breach may terminate this Agreement without further notice.
 10. **Disputes; Trial by Court.** The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.
 11. **Disputes; Attorney Fees.** The Parties expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.
 12. **Entire Agreement.** This Intergovernmental Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and it may only be amended, modified or waived by a written instrument signed by the authorized agents or the parties hereto.
 13. **Notices.** Notices relating to this Intergovernmental Agreement shall be deemed to have been delivered upon personal delivery, or as of the second business day after mailing by United States postage prepaid, addressed as follows:

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

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

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

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

14. **Conflict of interest.** This Agreement is subject to the ARS §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.
15. **Employees.** The employees of one party hereto will not for any reason be considered employees of the other party.
16. **Disposition of shared assets.** Upon termination of this Agreement, any personal property acquired pursuant to this Agreement will become the property of the County, and any real property acquired pursuant to this Agreement will become the property of the Town.
17. **Immigration Law Compliance Warranty.** As required by A.R.S. § 41-4401, the parties hereby warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). The parties further warrant that after hiring an employee, they verify the employment eligibility of the employee through the E-Verify program. If the parties use any subcontractor in performance of the enhanced law enforcement services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Contract.
18. **Worker's Comp Indemnity Provision.** For purposes of workers' compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this specific intergovernmental agreement, is deemed to be an employee of both the party who is his primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.
19. **Supersession of Prior Versions.** This Agreement shall supersede all prior agreements or contracts regarding the contracted law enforcement services between the parties.

APPROVALS

YAVAPAI COUNTY

TOWN OF DEWEY-HUMBOLDT

Rowle Simmons, Chairman of the Board

Terry Nolan, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Kim Kapan, Clerk of the Board

Julie Gibson, Town Clerk

Date: _____

Date: _____

ACCEPTANCE AND CONCURRENCE:

Scott Mascher, Sheriff

Date: _____

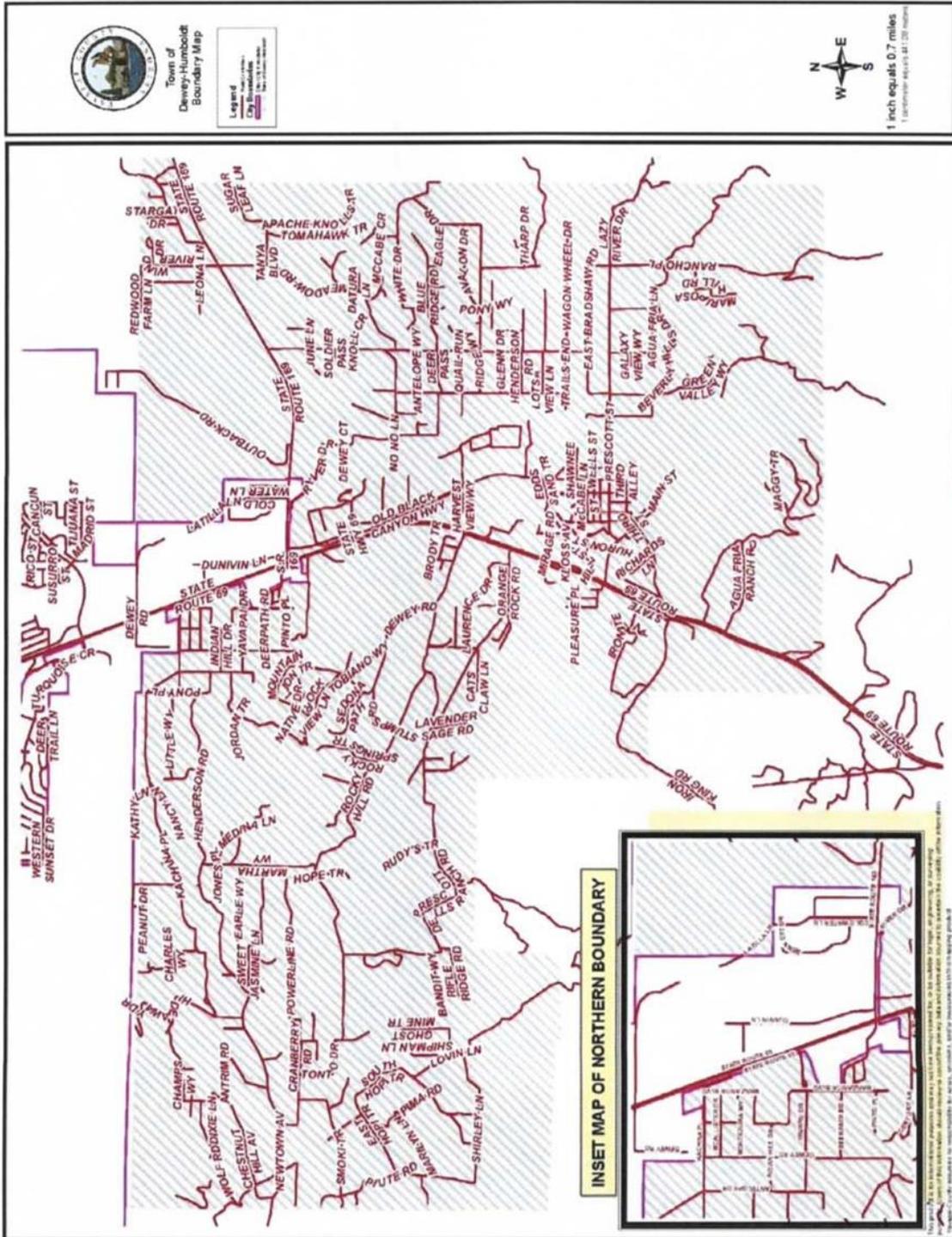
Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned Deputy County Attorney, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the County of Yavapai.

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

Deputy County Attorney

Susan Goodwin, Town Attorney

Yavapai County Sheriff's Office -Patrol Zone Map



**DEWEY/HUMBOLDT - YAVAPAI COUNTY IGA
SCOPE OF SERVICE**

1. Ancillary Services.

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

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

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

2. Support Services.

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

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

PAYMENT FOR ENHANCED SERVICES

Budget Cost Summary

Total Budget Cost – FY 2018/2019

\$416,000

Total Budget Cost – FY 2018/2020

\$438,000

Total Budget Cost – FY 2018/2021

\$461,000

AGREEMENT EXTENSION

ACCOUNTABILITY CONTRACT

BETWEEN

TOWN OF DEWEY-HUMBOLDT

AND

AND MAYER MEALS ON WHEELS

On June 20, 2017 the Town of Dewey-Humboldt and Mayer Meals on Wheels entered an Agreement for a one year term (July 1, 2017 through June 30, 2018), whereby Mayer Meals on Wheels would provide meal delivery services to certain Dewey-Humboldt residents and be compensated by the Town in the amount of \$4000 for such services.

The Town of Dewey-Humboldt and Mayer Meals on Wheels hereby agree that the Agreement has been fully implemented by the parties and wish, by subscription to this Agreement Extension, to extend the Agreement and all of its terms, provisions, exhibits and attachments for one year, commencing July 1, 2018 and terminating on June 30, 2019.

IN WITNESS WHEREOF, the parties hereto - The Town of Dewey-Humboldt and Mayer Meals on Wheels – subscribe their names:

For MAYER MEALS on WHEELS

For DEWEY-HUMBOLDT

(Signature)

Mayor – Terry Nolan

Attest:

Title

Town Clerk – Julie Gibson

ACCOUNTABILITY CONTRACT

This Agreement is entered into this 20th day of June, 2017 by and between the Town of Dewey-Humboldt, Arizona, an Arizona municipal corporation (hereinafter referred to as "Dewey-Humboldt") and Mayer Meals on Wheels (hereinafter referred to as "Contractor").

It is the finding of the Dewey-Humboldt Town Council that Contractor is offering services that benefit the Dewey-Humboldt community and that it is therefore appropriate for Contractor to receive public funds in support of its facility, services benefitting the community, and operations.

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

1. **DURATION OF AGREEMENT:** The duration of the Agreement shall be from July 1, 2017 until June 30, 2018.
2. **SCOPE OF WORK:** Contractor agrees to use funds received from Dewey-Humboldt to provide meal delivery services to indigents, seniors, and other Town residents in need ("Services"), meeting the criteria set forth in **Exhibit A** of this Agreement. Contractor also agrees to maintain accurate financial records to enable Dewey-Humboldt to verify that the funds provided under this Agreement are expended in accordance with this Contract. Contractor shall be responsible for compliance with all applicable federal, state and local laws and regulations.
3. **COMPENSATION:** Dewey-Humboldt shall compensate Contractor for the Services in the amount of \$4000. Such funds shall only be used for the purposes set forth in **Exhibit A**.
4. **REPORTING:** At the completion of the Services, Contractor shall submit to Dewey-Humboldt an itemized report setting forth how the funds received from Dewey-Humboldt were expended. Contractor shall present these reports to the Town Council at its meetings on October 3, 2017 and April 3, 2018 or as otherwise agreed by the Parties.
5. **INSPECTION:** Within five (5) days of receipt of a written request from Dewey-Humboldt, Contractor agrees to open for inspection and to make available all financial records relating to the Services.
6. **CONTRACT NONCOMPLIANCE:** If Dewey-Humboldt, in its sole discretion, determines Contractor is in breach of this Agreement, Dewey-Humboldt shall give written notice to Contractor of the specific area of noncompliance. Contractor shall comply within 30 calendar days of the date of notice.
7. **TERMINATION FOR CAUSE:** If Contractor does not comply within 30 calendar days from the date of the notice of breach, Dewey-Humboldt may terminate this Agreement.

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

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

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

Contractor shall submit certificates of insurance acceptable to Dewey-Humboldt and warrants that such coverage(s) shall be maintained in full force and effect until Contractor is released from this Contract. Further, Dewey-Humboldt shall be named as an additional insured with respect to the services to be performed under this Contract.
14. **NO DISCRIMINATION:** Neither Contractor nor its employees or agents will discriminate on the basis of race, religion, handicap, gender or national origin in providing the Services.
15. **NON-BOYCOTT OF ISRAEL:** Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

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

DEWEY-HUMBOLDT:

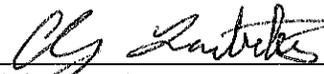
Town Manager
 Town of Dewey-Humboldt
 P.O. Box 69
 Dewey-Humboldt, Arizona 86329

CONTRACTOR:

Representative Name
 Mayer Meals on Wheels
P.O. Box 883
Mayer, Arizona 86333

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

For Contractor (Mayer Meals on Wheels)

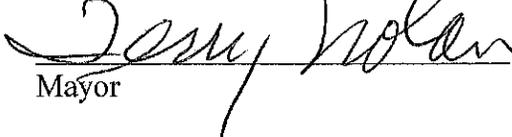


 (Signature)

Director

 Title

For Dewey-Humboldt



 Mayor

Attest:



 Town Clerk

Approved as to Form:



 Susan D. Goodwin,
 Gust Rosenfeld PLC, Town Attorneys

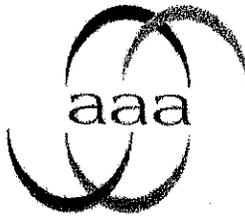
EXHIBIT A
SCOPE OF WORK

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

1. Services performed only to the benefit of Town of Dewey-Humboldt residents, including the cost of the food and its delivery to Town residents.
2. The Contractor shall be in compliance of the requirements and provisions set forth in its current agreement with Northern Arizona Council of Governments, a copy of which is attached hereto and incorporated herein by this reference.
3. Contractor shall initiate the required Council presentations at least one month before each scheduled meeting by contacting Mickey Moore, as noted below.

Notes:

1. No disbursement will be paid to Contractor until this Agreement is fully executed and proof of insurance coverage as set forth in Paragraph 13 has been provided to Dewey-Humboldt.
2. In order to obtain disbursement, Contractor shall provide Dewey-Humboldt with a copy of the current contract between the Contractor and Northern Arizona Council of Governments.
3. Funds will be disbursed upon receiving information set forth in Notes 1 and 2 and an invoice by the Contractor to request the funding in the amount of \$4000.
4. For the Council presentation and other billing and reporting matters, Contractor shall contact Mickey Moore, Accountant, at 928-632-7362.

NACOGNorthern Arizona
Council of Governments
Apache • Coconino • Navajo • Yavapai**Area Agency On Aging****Mayer Area Meals on Wheels, Inc.**

1. TOTAL PROGRAM COSTS \$7,436.88	2. CONTRACT NUMBER 300015278CB2	3. EFFECTIVE DATE July 1, 2017	4. EXPIRATION DATE June 30, 2018
5. NACOG PROGRAM & PROGRAM COORDINATOR Area Agency on Aging - NACOG Mary Beals-Luedtka		6. CONTRACTOR: NAME, ADDRESS Mayer Area Meals on Wheels, Inc. P.O. Box 883 Mayer, AZ 86333	
7. TYPES OF SERVICES & COUNTY Services to the Elderly - Yavapai County Transportation		8. CONTACT PERSON Christy Lambertus (928)458-9168 mayermow@gmail.com	
9. ORIGINAL <input checked="" type="checkbox"/> AMENDMENT <input type="checkbox"/> PROVISIONAL <input type="checkbox"/>			
10. CONTRACTOR REPRESENTS: <input type="checkbox"/> STATE AGENCY <input type="checkbox"/> EDUCATIONAL INSTITUTION OR DISTRICT <input checked="" type="checkbox"/> NON-PROFIT CORPORATION, AZ <input type="checkbox"/> COUNTY AGENCY <input type="checkbox"/> MUNICIPALITY <input type="checkbox"/> OTHER _____			
11. COMMENTS:			12. CONTRACT AMOUNT \$7,436.88

SUBCONTRACTOR agrees to perform all services set forth in the attached AAA-NACOG Contractual Provisions Packet, for the considerations stated herein. The rights and obligations of the parties to this Contract shall be subject to and governed by the General Provisions, OMB Uniform Guidance, Terms & Conditions, Scope(s) of Work, Israel Boycott Certification, Provisional Contract Agreement, FY18 RFP, and all other attachments to the AAA-NACOG Contractual Provisions Packet as amended and any specifications or other provisions which are made a part of this Contract by reference or otherwise. Amendments signed by each of the parties and attached are hereto adopted by reference as part of this Contract as if set out herein. Any subcontractors of the Subcontractor are subject to the same stipulations as the Subcontractor.

These General Provisions, OMB Uniform Guidance, Terms & Conditions, Scope(s) of Work, Israel Boycott Certification, Provisional Contract Agreement, FY18 RFP, and all other attachments to the AAA-NACOG Contractual Provisions Packet as amended shall govern any additional funding sources identified and incorporated into this Contract by AAA-NACOG.

	AREA AGENCY ON AGING - NACOG
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF EXECUTIVE DIRECTOR
TYPED NAME: Christy Lambertus	TYPED NAME: Chris Fetzer
TITLE: Director	TITLE: Executive Director
DATE: 05/18/2017	DATE:

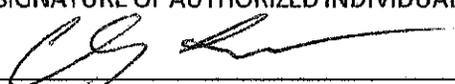


Mayer Area Meals on Wheels, Inc.

1. TOTAL PROGRAM COSTS \$40,153	2. CONTRACT NUMBER 300015278CB	3. EFFECTIVE DATE July 1, 2017	4. EXPIRATION DATE December 31, 2017
5. NACOG PROGRAM & PROGRAM COORDINATOR Area Agency on Aging - NACOG Mary Beals-Luedtka		6. CONTRACTOR: NAME, ADDRESS Mayer Area Meals on Wheels, Inc. P.O. Box 883 Mayer, AZ 86333	
7. TYPES OF SERVICES & COUNTY Services to the Elderly - Yavapai County Congregate and Home Delivered Meals		8. CONTACT PERSON Christy Lambertus (928)458-9168 mayermow@gmail.com	
9. ORIGINAL <input checked="" type="checkbox"/> AMENDMENT <input type="checkbox"/> PROVISIONAL <input checked="" type="checkbox"/>			
10. CONTRACTOR REPRESENTS: <input type="checkbox"/> STATE AGENCY <input type="checkbox"/> EDUCATIONAL INSTITUTION OR DISTRICT <input checked="" type="checkbox"/> NON-PROFIT CORPORATION, AZ <input type="checkbox"/> COUNTY AGENCY <input type="checkbox"/> MUNICIPALITY <input type="checkbox"/> OTHER _____			
11. COMMENTS:			12. CONTRACT AMOUNT \$36,499

SUBCONTRACTOR agrees to perform all services set forth in the attached AAA-NACOG Contractual Provisions Packet, for the considerations stated herein. The rights and obligations of the parties to this Contract shall be subject to and governed by the General Provisions, OMB Uniform Guidance, Terms & Conditions, Scope(s) of Work, Israel Boycott Certification, Provisional Contract Agreement, FY18 RFP, and all other attachments to the AAA-NACOG Contractual Provisions Packet as amended and any specifications or other provisions which are made a part of this Contract by reference or otherwise. Amendments signed by each of the parties and attached are hereto adopted by reference as part of this Contract as if set out herein. Any subcontractors of the Subcontractor are subject to the same stipulations as the Subcontractor.

These General Provisions, OMB Uniform Guidance, Terms & Conditions, Scope(s) of Work, Israel Boycott Certification, Provisional Contract Agreement, FY18 RFP, and all other attachments to the AAA-NACOG Contractual Provisions Packet as amended shall govern any additional funding sources identified and incorporated into this Contract by AAA-NACOG.

	AREA AGENCY ON AGING - NACOG
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF EXECUTIVE DIRECTOR
TYPED NAME: Christy Lambertus	TYPED NAME: Chris Fetzer
TITLE: Director	TITLE: Executive Director
DATE: 5/22/2017	DATE:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HOUSE-CHILSON & ASSOCIATES 400 White Spar Road Prescott, AZ 86303	CONTACT NAME: Susan Morrison	
	PHONE (A/C No. Ext): (928) 445-4600 FAX (A/C No.): 928 778-5332 E-MAIL ADDRESS: hcasusan@cableone.net	
INSURED Mayer Area Meals on Wheels, Inc. PO Box 883 Mayer, AZ 86333	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Secura Insurance Companies	
	INSURER B: Travelers Property Casualty Co of America	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADULT INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		CP3205385-7	4/12/17	4/12/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANYAUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A3211421-7	4/12/17	4/12/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2E879384	4/12/17	4/12/18	PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			CP3205385	4/12/17	4/12/18	1,000,000 Ea Incident 2,000,000 Agg
A	Sexual Abuse/Molestation			CP3205385	4/12/17	4/12/18	1,000,000 Ea Incident 2,000,000 Agg
A	Crime-Employee Dishonesty			CP3205385	4/12/17	4/12/18	Each Occurrence 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

In regards to General Liability, Certificate Holder is defined as an Additional Insured where required by written contract per the attached endorsement #CGT1000 1001.

CERTIFICATE HOLDER The Town of Dewey-Humboldt, Arizona, An Arizona Municipal Corporation PO box 69 Humboldt, AZ 86329	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY

GENERAL LIABILITY WRAP

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the coverages provided in this Endorsement. This Endorsement is applicable only to those premises described in the Declarations.

A.	NON-OWNED WATERCRAFT	1
B.	NON-OWNED AIRCRAFT HIRED WITH CREW	1
C.	DAMAGE TO PREMISES RENTED TO YOU	1
D.	PERSONAL AND ADVERTISING INJURY - BROAD FORM	2
E.	MEDICAL PAYMENTS INCREASED LIMIT	2
F.	SUPPLEMENTARY PAYMENTS INCREASED LIMITS	2
G.	NEWLY FORMED OR ACQUIRED ORGANIZATIONS	2
H.	ADDITIONAL INSURED - BUILDING OWNER	2
I.	ADDITIONAL INSURED BY CONTRACT	2
J.	DUTIES AFTER LOSS REDEFINED	3
K.	BODILY INJURY REDEFINED	3
L.	UNINTENTIONAL FAILURE TO DISCLOSE	3

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by the Endorsement.

A. NON-OWNED WATERCRAFT

- SECTION I, COVERAGE A, 2. Exclusions, g. Aircraft, Auto or Watercraft, Paragraph (2) is deleted and replaced by the following:
 - (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- This coverage applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
- This coverage does not apply if there is any other insurance for "bodily injury" or "property damage" liability that would also apply to loss covered under this coverage, whether the other insurance is primary, excess, contingent or on any other basis. A policy issued by us to apply specifically in excess of this policy is not considered other insurance.

B. NON-OWNED AIRCRAFT HIRED WITH CREW

- SECTION I, COVERAGE A., 2. Exclusions, g. Aircraft, Auto or Watercraft, does not apply to an aircraft that is:
 - a. Not owned by any insured; and
 - b. Hired or chartered by, or loaned to you, with a paid crew for the sole use of transporting your "employees."
- This coverage does not apply if there is any other insurance for "bodily injury" or "property damage" liability that would also apply to loss covered under this coverage, whether the other insurance is primary, excess, contingent, or on any other basis. A policy issued by us to apply specifically in excess of this policy is not considered other insurance.

C. DAMAGE TO PREMISES RENTED TO YOU

SECTION I, COVERAGE A, 2. Exclusions, j. Damage to Property, is amended to remove the limitation that the property be rented to you for a period of 7 or fewer days. Coverage applies when the premises is rented to you or temporarily occupied by you with the permission of the owner.

D. PERSONAL AND ADVERTISING INJURY - BROAD FORM

1. SECTION I, COVERAGE B, 2. Exclusions, e. Contractual Liability, is deleted.
2. The following is added to the "Personal and Advertising Injury" definition:
 - h. Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) You;
 - (b) Any of your officers, directors, stockholders, partners, managers, or members.
 - (2) Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

E. MEDICAL PAYMENTS INCREASED LIMIT

If Medical Expense Payments coverage applies:

1. SECTION I, COVERAGE C MEDICAL PAYMENTS, is amended as follows:

The reporting period as shown in paragraph 1.a.(2) of the Insuring Agreement, is amended to be reported within three years of the date of accident, in lieu of one year.
2. The Medical Expense Limit shown in the Limits of Insurance section of the Declarations of the Commercial General Liability Coverage Part is increased to \$10,000.

F. SUPPLEMENTARY PAYMENTS INCREASED LIMITS

In SECTION I, SUPPLEMENTARY PAYMENTS - COVERAGES A and B, is amended as follows:

1. Item 1.b., the cost of bail bonds is changed to \$2,500; and
2. Item 1.d., actual loss of earnings is changed to \$500 a day.

G. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

SECTION II -- WHO IS AN INSURED, paragraph 4.(a), 90th day is changed to 180th day.

H. ADDITIONAL INSURED - BUILDING OWNER

SECTION II, WHO IS AN INSURED is amended to include as an additional insured the owner, manager, or lessor of premises but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to you subject to the following additional exclusions.

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

I. ADDITIONAL INSURED BY CONTRACT

1. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. Any of your Subcontractors, or any partner, officer, agent or employee of such Subcontractor.
- c. "Bodily injury" or "property damage" occurring after:
- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured (s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 - (3) The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties or the limits provided by this policy.

J. DUTIES IN THE EVENT OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT

1. Notice of Occurrence or an Offense

- a. The requirement in SECTION IV, CONDITIONS, 2.a. that you must see to it that we are notified of an "occurrence" or an offense only applies when the "occurrence" or offense is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An officer of the corporation or insurance manager, if you are a corporation; or
 - (4) A member or manager, if you are a limited liability company.

2. Notice of claim or suit

- a. The requirement in SECTION IV, CONDITIONS, 2.b. that you must see to it that we receive notice of a claim or "suit" applies only when the claim or "suit" is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership; or
 - (3) An officer of the corporation or insurance manager, if you are a corporation; or
 - (4) A member or manager, if you are a limited liability company.

K. BODILY INJURY REDEFINED

The definition of "Bodily injury" in SECTION V -- DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

L. UNINTENTIONAL FAILURE TO DISCLOSE

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Commercial General Liability Coverage Form will not invalidate or affect coverage for those premises or operations. However, you must report such error or omissions to us as soon as practicable after its discovery.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

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**INTERGOVERNMENTAL AGREEMENT
FOR ELECTION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES (this "Agreement") is entered into by and between the YAVAPAI COUNTY BOARD OF SUPERVISORS and the YAVAPAI COUNTY RECORDER (collectively the "COUNTY") and THE TOWN OF DEWEY-HUMBOLDT, (the "JURISDICTION"). The COUNTY and the JURISDICTION may each be referred to individually as a "Party" or "party" and collectively as the "Parties or "parties."

WHEREAS, pursuant to A.R.S. §§11-952, 15-302(A)(7) and (A)(8), 16-205(C), 16-225, or 16-408(D), the governing body of any election district authorized to conduct an election may enter into an agreement with a County Board of Supervisors and County Recorder for election services with the contracted cost of such election to be a charge against the election district; and

WHEREAS, the COUNTY is willing to provide election services to election districts wishing to conduct vote-by-mail elections, but, with the exception of state primary and general elections, will not provide election services to districts wishing to conduct vote center elections unless a vote center election is expressly required by state or federal statute; and

WHEREAS, the JURISDICTION wishes to enter into an agreement with the COUNTY for the provision of elections services subject to the terms and conditions set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Provision of Election Services.** The COUNTY hereby agrees to provide election services to the JURISDICTION for all consolidated election dates set forth by A.R.S. §16-204 during the effective term of this Agreement. This Agreement shall apply to all categories of elections including, but not limited to, primary, general, and special elections. Services to be provided by the COUNTY, and those that remain the responsibility of the JURISDICTION, are set forth in the Elections Task Schedule attached to this Agreement as Exhibit 1.
- 2. Limitation on Eligible Elections.** It is understood and agreed that the services to be provided pursuant to this Agreement shall be provided exclusively for vote-by-mail elections with the exception of state primary and general elections and elections expressly required by state or federal statute to be conducted at vote centers. It shall be the responsibility of the JURISDICTION to establish the legal basis for a requirement that an election is required by state or federal statute to be conducted at vote centers. The COUNTY may, in its sole discretion, decline to provide services for any election that it concludes is not required to be conducted at vote centers. The COUNTY will not provide services for exclusively vote-by-mail elections during the state primary and general elections, or any special election called by the legislature, which requires vote centers.
- 3. Cancellation of certain elections.** As provided in A.R.S. §16-410, if the number of candidates is less than or equal to the number to be elected, the Yavapai County Board of Supervisors may cancel the election for the position and appoint the person(s) who filed the nominating petition/paper to fill the position(s). The COUNTY shall place all such races on a Yavapai County Board of Supervisors agenda for approval of cancellation unless written notice is received by the County Officer in Charge of Elections on or before 90 days before the election.

4. Compensation.

- a. Fees.** The JURISDICTION shall compensate the COUNTY for election services provided pursuant to this Agreement in accordance with the fees set forth in the most current fiscal year Election/Voter Registration section of the Yavapai County Special Districts Fee Schedule (the "fee schedule") posted online at www.yavapai.us/sd/. The fee schedule is for base services only. Any additional services required by the JURISDICTION will result in additional charges. Additional services include, but are not limited to, the following: court preparation, court appearances, supplemental mailings, recounts, or any service which will cause the COUNTY to incur increased costs or expenses. In the event that additional services are requested, the JURISDICTION should refer to unit and hourly pricing information as set forth on the fee schedule. The COUNTY reserves the right to adjust election service fees annually or otherwise at any time during the effective term of this Agreement notice of which will be posted on the COUNTY's website. Revised fee schedules will supersede prior fee schedules and be incorporated into this Agreement at the time of revision.

- b. Late Fees.** Payment in full for all costs associated with the provision of services pursuant to this Agreement shall be made no later than 30 days following the date of the election. In the event that the required payment is not made by the due date deadline specified herein, the COUNTY shall impose a late charge of 2% of the unpaid balance for each 30-day period or portion thereof following the specified deadline for which any portion of the required payment, including unpaid late charges, remains unpaid.

- c. Termination.** Failure to make payments as required by this Section shall be deemed a material breach of this Agreement and shall be grounds for termination of this Agreement pursuant to Section 8 of this Agreement.

5. Discounts. The COUNTY has established a discounted fee rate for JURISDICTIONS that provide assistance, meeting sites free of charge or rent, or other services for COUNTY-administered elections.

The JURISDICTION has elected to decline to receive discounted rates.

The JURISDICTION has elected to receive these discounted rates subject to the terms and conditions set forth herein and will provide the service indicated below.

- a. Services the JURISDICTION Will Provide.** The JURISDICTION and the COUNTY agree that the following two checked services will be provided by the JURISDICTION as consideration for the COUNTY's provision of election services at the discounted rates as set forth in the Special Districts Fee Schedule posted online at www.yavapai.us/sd/.

JURISDICTION
will provide
(check 2)

Services

- The JURISDICTION agrees to serve as a ballot drop-off site for any election that the COUNTY requests. In order to provide this service, it must be mutually agreed that the JURISDICTION currently has or could potentially have an outside ballot drop box on its property as supplied by the COUNTY. By checking this box, the JURISDICTION agrees to all duties as outlined in Exhibit 2.
 - The JURISDICTION agrees to provide one vote center or training site at no charge for any statewide or countywide election cycle. Vote centers and training sites are subject to review by the COUNTY.
 - The JURISDICTION agrees to provide a second vote center or training site at no charge for any statewide or countywide election cycle. Vote centers and training sites are subject to review by the COUNTY.
 - The JURISDICTION agrees to provide three poll workers for the Primary Election and three poll workers for the General election. A poll worker must be a registered voter in Yavapai County and be able to perform any of the following duties: voter check-in, ballot distribution, voter assistance, equipment setup, and/or poll worker supervision. Such workers will be trusted employees of the JURISDICTION who are eligible to serve as poll workers. Poll workers will receive from the COUNTY the normal compensation for the position worked.
 - The JURISDICTION agrees to provide one Election Day Technician (EDT) for the Primary Election and one EDT for the General Election. An EDT must be a registered voter in Yavapai County and be able to provide information technology support to poll workers. Such workers will be trusted employees of the JURISDICTION who are eligible to serve as EDTs. EDTs will receive from the COUNTY the normal compensation for the position worked.
- b. **Advance Notice.** The COUNTY hereby agrees to provide the JURISDICTION with at least 30 days notice of any election where the services agreed to above are required.
- c. **Discounted Fee Rates; Adjustment of Fees.** The COUNTY hereby agrees to provide election services to the JURISDICTION at the discounted fee rate for all consolidated election dates during the effective term of this Agreement. This Agreement shall apply to all categories of elections including, but not limited to primaries, generals, and special elections. The COUNTY reserves the right to adjust election service fees and discounts annually or otherwise at any time during the effective term of this Agreement notice of which will be posted on the COUNTY's website. Revised schedules will supersede prior schedules and be incorporated into the Election Services Agreement in effect at the time of revision. Failure by the JURISDICTION to provide the agreed-upon services selected under this Agreement shall result in the discounted fee rate being null and void.

6. **Conduct of Elections.** While the COUNTY will use its best efforts to provide election services pursuant to this Agreement in a capable and competent manner, it shall ultimately be the responsibility of the JURISDICTION to confirm that all legal requirements have been met and that all other activities related to a given election are carried out as required. Upon request, the COUNTY will provide to the JURISDICTION, in advance, all forms, schedules, documents, and other information pertaining to each election conducted pursuant to this Agreement for the JURISDICTION's review and approval. The JURISDICTION may provide to the COUNTY all informational materials or other election-related documents generated by the JURISDICTION for review by the COUNTY prior to the distribution of such materials or documents.
7. **Term of Agreement.** The initial term of this Agreement shall expire on December 31, 2019. Thereafter, this Agreement shall be automatically renewed for successive one-year terms and shall continue in full force and effect until terminated as provided herein.
8. **Termination**
 - a. **Unilateral Termination.** This Agreement may be terminated by either Party upon 30 days written notice to the other Party of intent to terminate and specifying the termination date, provided, however, that this Agreement may not be unilaterally terminated by either party within 90 days of the date of an election for which the COUNTY would otherwise be providing services pursuant to this Agreement. Any termination of this Agreement shall not relieve the JURISDICTION of its responsibility for costs incurred prior to the effective date of the termination.
 - b. **Termination by Mutual Agreement.** This Agreement may be terminated at any time by mutual agreement of the Parties.
 - c. **Termination for Breach.** In the event of a breach of any term or condition of this agreement, the Party claiming breach shall provide written notice to the other Party specifying the factual basis for the claim that a breach has occurred. If the breach is not remedied within fifteen (15) days after notice is mailed to the Breaching Party at the address provided herein, the Non-breaching Party may terminate this Agreement without further notice.
9. **Conflict of Interest.** This Agreement is subject to the cancellation provisions of A.R.S. §38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
10. **Non-appropriation of Funds.** The parties recognize and acknowledge that the COUNTY and the JURISDICTION are governmental entities and this Agreement's validity is based upon the availability of public funding. In the event public funds are not appropriated for the performance of either or both parties' obligations under this Agreement, then the COUNTY or the JURISDICTION, as appropriate, shall notify the other party in writing of any such non-allocation of funds at the earliest possible date, and this Agreement shall automatically expire without penalty to either party. If the COUNTY's or the JURISDICTION's allocation of funds are reduced, then the scope of this Agreement may be reduced, if appropriate, or this Agreement may be cancelled without further duty or obligation.

- 11. Non-Discrimination.** The Parties shall comply with the Office of the Arizona Governor Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.
- 12. E-Verify; Government Procurement.** The Parties hereby warrant that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the “state and federal immigration laws”). A breach of the foregoing warranty shall be deemed a material breach of this Agreement and the party who breaches may be subject to penalties up to and including termination of this Agreement.

The Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws at all times during the term of this Agreement.

The Parties retain the legal right to inspect the papers of any contractor or subcontractor in order to verify such party’s compliance with the state and federal immigration laws.

- 13. Workers’ Compensation.** For purposes of workers’ compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this specific intergovernmental agreement, is deemed to be an employee of both the party who is his primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. §23-1022(D). The primary employer party of such employee shall be solely liable for payment of workers’ compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the public notice required.
- 14. Indemnification.** To the fullest extent permitted by law, each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Party, its departments, officers, officials, agents, and employees (collectively “Indemnitee”) without limitation from and against any and all claims, damages, losses, liabilities, fees, fines, costs, or expenses (including, but not limited to, attorney fees, court costs, and cost of appellate proceedings) relating to, arising from, resulting from or alleged to have arisen from or resulted from this Agreement. Indemnitor’s duty to defend, indemnify, and hold harmless Indemnitee shall arise in connection with any and all claims, damages, losses, liabilities, fees, fines, or expenses, that are attributable to bodily injury, personal injury, sickness, disease, death, or damage to, or destruction of tangible or intangible property including the loss of use therefrom caused in whole or in part by any act, error, mistake or omission of Indemnitor, its departments, officers, officials, employees, agents, vendors, subcontractors or anyone for whose acts Indemnitor may be liable. Indemnitor agrees to waive all rights of subrogation against Indemnitee. The obligations under this Paragraph shall survive the termination of this Agreement.

15. **Property Disposition Clause.** The parties do not anticipate the joint acquisition of property attributable to the exercise of each party's duties and obligations pursuant to this Agreement. Any property acquired during the term of this Agreement shall be returned to the purchasing party no more than thirty (30) calendar days from the effective date of termination of this Agreement.
16. **Insurance.** The parties shall maintain appropriate insurance. Certificates of Insurance shall be provided to a party upon request.
17. **Governing Law.** This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Arizona. Any changes in governing laws, rules, and regulations that do not materially affect this Agreement will apply during the term of this Agreement and will not require an amendment.
18. **Material Change in Law or Regulation.** In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Agreement or the relationship among the parties hereto, either party may propose amendments to this Agreement to bring this Agreement into conformity with such laws. If the parties are unable to reach agreement on the renegotiation of this Agreement within thirty (30) days of the initiation of negotiations, then either party may terminate this Agreement upon written notice to the other party.
19. **Compliance with Law.** The parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including environmental laws.
20. **Alternative Dispute Resolution.** Pursuant to A.R.S. § 12-1518, disputes under this Agreement may be resolved through the use of arbitration.
21. **Waiver of Jury Trial.** The parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement.
22. **Notices/Contact Information.** Communications regarding services provided pursuant to this Agreement shall be directed to the following:

COUNTY:

Lynn Constabile
 Yavapai County Elections Director
 1015 Fair Street, Room 228
 Prescott, AZ 86305
 Phone: (928) 771-3250
 E-mail: web.elections@yavapai.us

JURISDICTION:

Contact: Julie Gibson
 Title: Town Clerk
 Mailing Address: Town of Dewey-Humboldt
 P.O. Box 69, Humboldt, AZ 86329
 Phone: 928-632-7362
 E-mail: juliegibson@dhaz.gov

All notices under this Agreement must be in writing and sent to the appropriate person. Notices will be deemed properly given if sent by personal delivery or certified U.S. mail, postage prepaid, return receipt requested. The COUNTY and the JURISDICTION shall each have right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party. Notice is effective on the date of actual receipt or three days after the date of mailing, whichever is earlier.

23. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated herein.
24. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees.
25. **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the COUNTY or the JURISDICTION. This Agreement is not intended to benefit any third party.
26. **Assignment.** No party to this Agreement may assign any of its rights or responsibilities under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other parties. No party may delegate any performance under this Agreement, except with the prior written consent of the other parties. Any purported assignment of rights or delegation of performance in violation of this paragraph is void.
27. **Severability/Unenforceable Provisions.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Agreement are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.
28. **Parol Evidence.** This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this Agreement.
29. **Waiver.** A party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Agreement does not constitute a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that party's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by the party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a party of any term, covenant, condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.

- 30. **Headings and Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Agreement or considered a part of this Agreement. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm or association. This Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had prepared it.
- 31. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. Each of the Parties may sign any number of copies of this Agreement. Each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.
- 32. **Entire Agreement.** This Agreement contains the entire, integrated agreement of the parties and there are no oral agreements, understandings, or representations relied upon by the parties. This Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all parties.
- 33. **Legal Agreement.** This Agreement is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this Agreement, each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement and understands the meaning of all terms contained herein and agrees to their application and enforceability.
- 34. **Binding Effect.** This Agreement shall not be legally binding upon either party until signed by the Yavapai County Recorder, the Yavapai County Board of Supervisors, and the JURISDICTION.

APPROVALS

COUNTY:

Leslie Hoffman, Yavapai County Recorder

Date

Rowle P. Simmons, Chairman
Yavapai County Board of Supervisors

Date

ATTEST:

Kim Kapin, Clerk of the Board
Yavapai County Board of Supervisors

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to the COUNTY.

Deputy Yavapai County Attorney

Date

JURISDICTION:

Terry Nolan, Mayor

Date

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to the JURISDICTION.

Susan Goodwin
Attorney for the Town of Dewey-Humboldt

Date

Exhibit 1

**INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES
ELECTIONS TASK SCHEDULE**

Responsibilities for the conduct of elections pursuant to the Yavapai County Election Services Agreement are allocated as follows:

TASK	TO BE PERFORMED BY:	
	County	Jurisdiction*
If applicable, obtain pre-clearance of election changes from Department of Justice (Copy of submission to be forwarded to the COUNTY)		X
As required, publish/send Call of Election and/or Notice of Election		X
As required, publish Legal Advertising, Notices, Publicity Pamphlets, etc.		X
Approve final ballot proof (Required JURISDICTION signoff)		X
Attend and certify official Logic and Accuracy (L&A) Test		X
If applicable, submit agenda item to County Board of Supervisors for election cancellation	X	
Order ballots (Invoices will be sent directly to jurisdiction for all elections except biennial Primary and General Elections)	X	
If applicable, obtain vote centers, and hire and train poll workers	X	
Publish Logic & Accuracy Test notice	X	
Perform Logic & Accuracy Test	X	
Mail Vote-by-Mail Ballots and Early Ballots	X	
Process ballots which includes testing, tabulation, and audit	X	
Perform signature verification on ballot affidavits and provisional ballots	X	
Administer Hand Count Audit, post-election L&A testing and all other audits	X	

* For a countywide election, the JURISDICTION is only responsible for its portion.

PERFORMANCE OF TASKS AS OUTLINED ABOVE MAY HAVE SIGNIFICANT IMPACTS ON THE CONDUCT OF AN ELECTION AND MAY HAVE SIGNIFICANT LEGAL CONSEQUENCES AS WELL. PARTICIPATING JURISDICTIONS ARE ADVISED TO:

1. CAREFULLY REVIEW THE ALLOCATION OF TASKS AND TO DIRECT ANY QUESTIONS TO THE COUNTY CONTACT.
2. MAINTAIN CLOSE CONTACT WITH THE YAVAPAI COUNTY ELECTIONS DEPARTMENT PRIOR TO, DURING, AND AFTER ELECTIONS.
3. REFER ANY QUESTIONS REGARDING ELECTION-RELATED LEGAL ISSUES TO THE JURISDICTION'S LEGAL COUNSEL.

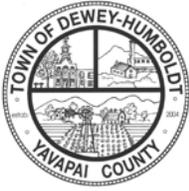
Exhibit 2

**INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES
BALLOT DROP BOXES**

JURISDICTIONS who are provided with COUNTY ballot drop boxes hereby agree to the following additional responsibilities:

1. The COUNTY will issue ballot drop box keys to the JURISDICTION. Ballot drop box keys only open the portion of the ballot drop box to allow voters to place ballots in the ballot drop box and do not allow the JURISDICTION access to or the ability to review or retrieve ballots. Ballot drop box keys remain COUNTY property and must not be duplicated. The JURISDICTION agrees to keep ballot drop box keys in a secure location and allow only authorized staff or COUNTY-designated employees access to the ballot drop box keys.
2. The JURISDICTION shall “open” all COUNTY ballot drop boxes on the first day of early voting as instructed by the COUNTY, depending on the specific election.
3. The JURISDICTION shall maintain all COUNTY ballot drop boxes and periodically check them throughout the early voting period and on election night at 7 p.m.
4. The JURISDICTION shall promptly notify the COUNTY if a ballot drop box is at risk of becoming full and a ballot pickup needs to be scheduled.
5. The JURISDICTION shall “close” and secure all COUNTY ballot drop boxes from accepting any more ballots promptly at 7:00 p.m. on election night.
6. The JURISDICTION may be instructed to call the COUNTY on election night, depending on the specific election.
7. The JURISDICTION shall promptly report to the COUNTY any misuse, damage, and/or graffiti to the COUNTY ballot drop box.
8. The JURISDICTION shall provide written, advance notice to the COUNTY of any additional uses of the COUNTY ballot drop boxes.

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

TOWN COUNCIL REGULAR MEETING

June 19, 2018 – 6:30 p.m. Town Council Meeting Chambers

Agenda Item – 9. A. Review and approval of FY 2018/19 Tentative Budget by Funds and Departments (General Fund – Revenues, Expenditures: Town Council and Management, Town Clerk, Finance, Legal, IT, Magistrate Court, Public Safety, Engineering, Public Works, and Community Development, non-Departmental; HURF – Revenues, Expenditures: Engineering, Public Works; Grant Fund).

To: Mayor and Town Council Members
From: Tom Wilson
Date submitted: June 14, 2018

Summary:

The Town Manager and Staff prepared the FY 2018/19 Tentative Budget for the Mayor and Council's review.

The tentative Budget provides a complete statement of proposed expenditures for the new FY 2018/19 fiscal year including:

- Salary & Wages
- Benefits
- Contract Services
- Leases
- Maintenance
- Mayor & Council Initiatives
- Highway User Funds
- Capital Program

Recommendation:

The Mayor & Council review and adopt, as required by law, the FY 2018/19 Tentative Budget, which will then be published setting a Public Hearing for the final consideration and adoption of the FY 2018/19 Budget at its Regular Council Meeting on July 17, 2018, at 6:30 p.m.

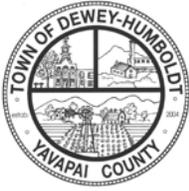
Account Number	Account Title	2015-16 Prior year2	2016-17 Prior year	2017-18 Current year	2017-18 Current year projected to end of year	2018-19 Proposed
		Actual	Actual	Budget		Budget
GENERAL FUND						
Revenues						
10-100-3100	Local Sales Tax	560,190.70	543,938.92	500,000.00	485,500.00	405,176.00
10-100-3202	Building Fees	77,067.68	111,237.43	90,000.00	96,625.00	96,615.00
10-100-3310	Income Tax	460,764.36	487,903.08	501,453.00	501,507.00	497,059.00
10-100-3320	State Sales Tax	367,946.99	365,498.83	379,739.00	386,700.00	492,134.00
10-100-3330	Vehicle License Tax	244,796.31	255,159.69	259,574.00	238,700.00	279,106.00
10-100-3403	Planning & Zoning Fees	4,205.00	8,201.00	5,000.00	19,700.00	19,680.00
10-100-3420	Public Works Fees	4,990.00	4,640.00	4,000.00	2,200.00	2,000.00
10-100-3425	Utility Franchise Fees	10,021.28	8,364.46	8,000.00	7,045.00	8,500.00
10-100-3501	Court Revenues	64,885.06	48,322.03	40,000.00	35,000.00	28,800.00
10-100-3801	Interest Earnings	44,438.00	24,596.55	5,000.00	14,000.00	15,000.00
10-100-3804	Miscellaneous	1,843.04	6,285.01	500.00	1,185.00	500.00
Total Revenues:		1,841,148.42	1,864,147.00	1,793,266.00	1,788,162.00	1,844,570.00
Expenditures						
Town Council and Management						
10-413-4000	Salary and Wages	82,147.49	81,648.44	80,088.00	74,793.48	84,048.00
10-413-4100	Allowances	4,559.88	4,735.26	8,560.00	3,156.94	4,560.00
10-413-4110	Health Insurance	8,563.32	9,077.95	10,636.00	1,702.48	-
10-413-4111	Dental & Vision Insurance	625.32	647.64	900.00	111.94	-
10-413-4120	Retirement	10,299.44	10,697.51	9,611.00	7,114.99	10,086.00
10-413-4150	Medicare	1,285.56	1,250.00	1,162.00	1,130.27	1,219.00
10-413-4160	State Unemployment	294.47	226.81	280.00	590.55	191.00
10-413-4170	Workers Compensation	223.00	326.00	350.00	241.00	400.00
10-413-6010	Dues & Memberships	10,837.00	11,215.99	12,409.00	7,949.00	12,500.00
10-413-6020	Training and Travel	7,188.52	11,529.96	17,540.00	7,000.00	17,000.00
Total Town Council and Management:		126,024.00	131,355.56	141,536.00	103,790.65	130,004.00
Town Clerk & Records Management						
10-414-4000	Salary & Wages	74,989.28	98,433.11	82,476.00	48,920.00	52,500.00
10-414-4110	Health Insurance	11,686.79	18,521.24	21,296.00	10,640.92	11,360.00
10-414-4111	Dental & Vision Insurance	837.76	1,295.28	1,680.00	626.30	703.00
10-414-4120	Retirement	8,865.89	12,193.95	9,898.00	5,871.00	6,294.00
10-414-4150	Medicare	1,115.68	1,427.24	1,196.00	711.13	767.00
10-414-4160	State Unemployment	596.46	453.62	560.00	296.35	191.00
10-414-4170	Workers Compensation	251.00	373.00	350.00	171.00	220.00
10-414-5100	Software (Granicus, AmerLegal)	16,389.17	15,343.73	18,000.00	15,331.04	19,000.00
10-414-5300	Elections	-	18,916.32	-	-	12,000.00
10-414-6010	Professional Memberships	254.00	125.00	385.00	228.00	400.00
10-414-6020	Training and Travel	1,568.32	1,409.19	2,500.00	2,200.00	3,800.00
10-414-6100	Newsletter	14,520.13	16,535.94	17,000.00	18,000.00	20,000.00
10-414-6200	Print, Publish, Advertise	4,314.94	4,668.60	5,000.00	4,601.30	6,100.00
10-414-6380	Software Maintenance	2,490.90	2,497.80	2,500.00	2,500.00	2,500.00
10-414-7400	Capital Equipment	-	-	5,000.00	930.00	5,000.00
Total Town Clerk and Public Records:		137,880.32	192,194.02	167,841.00	111,027.04	140,835.00
Finance and Budget						
10-415-4000	Salary & Wages	65,844.04	55,361.04	64,857.00	44,284.61	45,025.00
10-415-4110	Health Insurance	13,092.18	11,706.83	10,780.00	10,409.64	11,360.00
10-415-4111	Dental & Vision Insurance	939.48	863.52	900.00	626.30	720.00
10-415-4120	Retirement	7,788.06	6,877.53	6,143.00	4,946.64	5,403.00
10-415-4150	Medicare	980.24	802.79	912.00	650.99	653.00
10-415-4160	State Unemployment	709.63	261.11	560.00	200.00	191.00
10-415-4170	Workers Compensation	170.00	214.00	300.00	144.00	200.00
10-415-5001	OSP Audit Services	13,000.00	13,000.00	13,000.00	13,500.00	13,500.00
10-415-5200	OSP Contracts	18,518.77	15,833.27	30,000.00	18,424.00	21,000.00
10-415-6010	Professional Memberships	-	405.00	500.00	220.00	500.00
10-415-6020	Training and Travel	165.00	484.00	1,000.00	300.00	2,000.00
10-415-6380	Software Maint and Acquisition	2,148.00	6,538.00	7,000.00	2,841.00	4,000.00
Total Finance and Budget:		123,355.40	112,347.09	135,952.00	96,547.18	104,552.00
Legal						
10-416-5001	OSP Town Attorney	47,494.04	45,642.45	51,175.00	50,000.00	60,000.00

Account Number	Account Title	2015-16 Prior year2 Actual	2016-17 Prior year Actual	2017-18 Current year Budget	2017-18 Current year projected to end of year	2018-19 Proposed Budget
10-416-5005	OSP Ethics Hearing Officer	-	-	-	-	-
10-416-5100	OSP Proj Development Agreement	-	-	-	-	23,000.00
10-416-6030	OSP Public Defender	-	-	-	-	500.00
10-416-6302	OSP Prosecutor	20,600.00	21,600.00	21,600.00	21,600.00	21,600.00
Total Legal:		47,494.04	45,642.45	51,175.00	50,000.00	105,100.00
Information Technology						
10-417-5100	OSP Technical	24,246.25	23,987.50	28,500.00	28,400.00	28,800.00
10-417-5110	Website & such	1,099.97	2,206.63	2,500.00	2,297.00	2,800.00
10-417-6380	Software Maint and Acquisition	12,414.35	4,671.50	1,000.00	1,350.00	1,400.00
10-417-6900	Equipment - Non Capital	798.87	154.27	7,500.00	-	15,000.00
10-417-6950	IT Hardware & Equipment	5,417.00	2,402.74	30,000.00	24,811.00	13,000.00
Total Information Technology:		43,976.44	33,422.64	69,500.00	56,858.00	61,000.00
Magistrate Court						
10-421-4000	Salary and Wages	48,051.68	49,520.67	53,233.00	49,474.26	54,817.00
10-421-4120	Retirement	2,393.15	2,564.02	2,662.00	2,474.48	2,741.00
10-421-4150	Medicare	719.71	718.09	772.00	717.50	795.00
10-421-4160	State Unemployment	597.33	453.62	560.00	219.27	381.00
10-421-4170	Workers Compensation	120.00	181.00	200.00	148.00	204.00
10-421-5001	OSP Public Defender	-	176.10	500.00	180.00	-
10-421-5003	OSP Prosecutor	20,600.00	21,600.00	21,600.00	21,600.00	-
10-421-5005	OSP Specialized Court Fees	3,911.79	763.89	4,000.00	800.00	4,000.00
10-421-5303	Lease, Magistrate Court	3,790.76	3,970.80	3,983.00	3,610.00	3,983.00
10-421-6010	Professional Memberships	325.00	365.00	400.00	365.00	400.00
10-421-6020	Training and Travel	2,549.98	1,347.59	2,000.00	2,000.00	3,000.00
10-421-6300	General Supplies	1,520.63	509.08	1,000.00	720.00	1,000.00
10-421-6301	Supply:Books & Subscriptions	666.40	700.00	1,500.00	461.57	1,500.00
10-421-6500	Utilities (electricity & gas)	1,230.68	1,254.02	1,500.00	1,300.00	1,500.00
10-421-6520	Telephone	692.44	571.92	500.00	500.00	510.00
10-421-6900	Equip Supply	2,250.00	2,483.92	3,000.00	2,250.00	3,000.00
Total Magistrate Court:		89,419.55	87,179.72	97,410.00	86,820.08	77,831.00
Public Safety						
10-425-5300	OSP Sheriff Services	381,884.00	392,370.00	415,912.00	415,912.00	416,000.00
10-425-5301	OSP Emergency Response	1,674.00	1,674.00	1,800.00	1,674.00	1,800.00
10-425-5501	Facilities Sheriff Office	9,868.00	10,335.60	10,134.00	10,335.00	10,400.00
10-425-6500	Utilities (electricity)	2,265.44	2,012.73	2,500.00	2,500.00	2,500.00
Total Public Safety:		395,691.44	406,392.33	430,346.00	430,421.00	430,700.00
Engineering						
10-430-4000	Salary and Wages	55,314.40	55,387.93	60,000.00	57,692.25	63,038.00
10-430-4110	Health Insurance	8,519.24	9,094.56	10,512.00	10,450.00	11,360.00
10-430-4111	Dental & Vision Insurance	625.32	647.64	900.00	700.00	700.00
10-430-4120	Retirement	6,613.37	6,900.82	7,200.00	7,000.00	7,565.00
10-430-4150	Medicare	814.54	812.44	870.00	840.00	915.00
10-430-4160	State Unemployment	296.65	226.81	280.00	190.40	191.00
10-430-4170	Workers Compensation	1,859.00	2,731.00	3,000.00	2,360.00	3,000.00
10-430-5001	OSP Design Clearview/Survey	-	1,200.00	5,000.00	-	60,000.00
10-430-6010	Professional Memberships	-	-	200.00	-	200.00
10-430-6020	Training and Travel	889.64	275.00	1,000.00	-	1,000.00
Total Engineering:		74,932.16	77,276.20	88,962.00	79,232.65	147,969.00
Public Works & Facilities						
10-431-4000	Salary & Wages	66,632.69	66,869.61	102,313.00	114,304.58	133,985.00
10-431-4010	Overtime	-	388.02	-	1,000.00	1,000.00
10-431-4110	Health Insurance	17,036.29	17,969.17	31,112.00	29,000.00	44,835.00
10-431-4111	Dental & Vision Insurance	1,253.64	1,295.28	2,700.00	1,832.93	2,893.00
10-431-4120	Retirement	7,870.09	8,339.61	12,278.00	11,962.65	16,000.00
10-431-4150	Medicare	958.82	969.21	1,484.00	1,746.31	1,928.00
10-431-4160	State Unemployment	596.28	474.96	840.00	1,130.00	762.00
10-431-4170	Workers Compensation	2,212.00	3,301.00	4,500.00	5,000.00	6,310.00
10-431-5200	OSP Janitorial Services	2,940.00	3,073.66	3,000.00	5,428.00	5,700.00
10-431-5500	Facilities, Town Hall Rental	37,969.56	39,769.92	38,991.00	39,769.44	39,780.00

Account Number	Account Title	2015-16 Prior year2	2016-17 Prior year	2017-18 Current year	2017-18 Current year projected to end of year	2018-19 Proposed
		Actual	Actual	Budget		Budget
10-431-5503	Facility Maintenance	245.27	1,000.00	500.00	300.00	500.00
10-431-5900	OSP Other	2,097.46	2,162.75	2,500.00	2,283.37	2,500.00
10-431-5903	Liability & Auto Insurance	26,105.00	26,680.00	28,000.00	27,224.00	28,000.00
10-431-6020	Training and Travel	-	275.00	200.00	275.00	200.00
10-431-6300	General Supplies - Town	10,248.50	9,181.96	8,000.00	8,000.00	9,500.00
10-431-6500	Facilities, Electric Utilities	6,147.34	6,509.36	7,000.00	7,215.40	7,500.00
10-431-6510	Facilities, Gas Utilities	540.71	1,120.56	1,000.00	850.00	1,000.00
10-431-6520	Facilities, Telephone	5,993.66	6,146.69	6,500.00	6,000.00	6,000.00
10-431-6530	Facilities, Cellular	1,041.40	700.20	1,200.00	1,200.00	1,440.00
10-431-6595	Vehicle Maintenance	1,475.01	172.84	500.00	600.00	500.00
10-431-6600	Facilities, Fuel	1,000.00	531.03	500.00	500.00	500.00
10-431-6900	Capital Equipment	-	-	-	-	70,000.00
10-431-7001	ROW Acquisition	16,549.83	-	13,000.00	-	5,000.00
10-431-7006	OS Trails & Parks	7,900.59	572.97	500.00	450.00	10,500.00
Total Public Works:		216,814.14	197,503.80	266,618.00	266,071.68	396,333.00
Community Development						
10-465-4000	Salary & Wages	137,438.16	132,268.77	131,991.00	135,657.64	159,994.00
10-465-4010	Overtime	-	-	-	-	3,000.00
10-465-4110	Health Insurance	10,618.38	8,594.11	21,308.00	11,360.00	12,632.00
10-465-4111	Dental & Vision Insurance	1,253.64	1,231.77	1,800.00	1,300.00	1,440.00
10-465-4120	Retirement	12,964.96	12,598.09	12,916.00	12,900.00	13,828.00
10-465-4150	Medicare	2,030.63	1,917.88	1,914.00	1,967.00	2,320.00
10-465-4160	State Unemployment	1,713.43	1,016.59	840.00	1,200.00	1,333.00
10-465-4170	Workers Compensation	1,694.00	2,750.00	2,000.00	2,249.00	3,184.00
10-465-5001	OSP P&Z Management	500.00	2,983.99	28,000.00	4,750.00	28,000.00
10-465-5005	IGA Library Service	36,143.00	36,143.00	43,711.00	43,711.00	38,656.00
10-465-5100	Clean Up Days	-	-	-	-	16,600.00
10-465-5110	Firewise	-	-	-	-	6,600.00
10-465-5120	MOW meal purchase	-	-	-	-	7,500.00
10-465-5501	Facilities, Library (rental+repair)	12,145.56	12,145.56	28,080.00	28,080.00	28,000.00
10-465-5900	OSP Abatements	-	-	-	75.00	25,000.00
10-465-6010	Professional Memberships	541.00	-	500.00	431.00	1,100.00
10-465-6020	Training and Travel	3,267.35	64.20	2,500.00	2,000.00	2,500.00
10-465-6100	Supply: Book Subscriptions	205.95	-	200.00	-	-
10-465-6380	Software maint (windoware; GIS)	1,300.00	2,066.03	2,100.00	2,166.03	2,500.00
10-465-6950	Community Outreach	24,284.13	36,763.00	36,680.00	30,000.00	44,400.00
10-465-6951	Fee Refund	-	-	500.00	5,891.50	-
Total Community Development:		246,100.19	250,542.99	315,040.00	283,738.17	398,587.00
Non-Departmental						
10-499-9994	Transfer out to HURF	-	24,435.00	28,886.00	28,886.00	-
10-499-9995	Cost Overruns Contingency	-	-	200,000.00	-	200,000.00
Total Non-Departmental:		10,350.00	24,435.00	228,886.00	28,886.00	200,000.00
GENERAL FUND REVENUE TOTAL:		1,841,148.42	1,864,147.00	1,793,266.00	1,788,162.00	1,844,570.00
EXPENDITURES before transfer/Contingency		1,501,687.68	1,533,856.80	1,764,380.00	1,564,506.45	1,992,911.00
GENERAL FUND EXPENDITURE TOTAL:		1,512,037.68	1,558,291.80	1,993,266.00	1,593,392.45	2,192,911.00
Net Excess no contingency(under):		339,460.74	330,290.20	28,886.00	223,655.55	(148,341.00)
Net Increase (decrease) in FUND BALANCE:		329,110.74	305,855.20	(200,000.00)	194,769.55	(348,341.00)
Highway User Revenue Fund (HURF)/ Restricted						
Revenues						
20-100-3340	HURF	316,440.74	331,138.75	342,172.00	194,451.01	352,094.00
20-100-3600	Interest Earnings	1,249.79	2,671.45	1,600.00	2,908.00	2,000.00
20-100-3700	Transfer-In from General Fund	-	24,435.00	28,886.00	28,886.00	-
Total Revenues:		317,690.53	358,245.20	372,658.00	226,245.01	354,094.00
Expenditures						
20-430-6380	Software Maint and Acquisition	-	1,072.67	3,000.00	3,131.32	-
20-430-7002	CAPITAL ROAD IMPROVEMENT	-	-	16,000.00	2,200.00	-
Total Engineering Expenditures		-	1,072.67	19,000.00	5,331.32	-

Account Number	Account Title	2015-16 Prior year2	2016-17 Prior year	2017-18 Current year	2017-18 Current year projected to end of year	2018-19 Proposed
		Actual	Actual	Budget		Budget
Expenditures						
20-431-5900	OSP Road Maintenance	87,812.39	55,500.48	43,000.00	47,000.00	29,000.00
20-431-6300	Software Maint & Acquisition			-	-	3,200.00
20-431-6595	Vehicle Maintenance	110.12	27.75	2,500.00	1,500.00	3,000.00
20-431-6600	Facilities, Fuel	5,014.68	5,261.07	6,000.00	11,500.00	15,000.00
20-431-6900	Heavy Equip Maintenance	6,213.32	4,102.11	12,000.00	12,000.00	15,000.00
20-431-7001	ROW Maint Materials	6,120.87	5,638.93	13,000.00	13,000.00	24,000.00
20-431-7006	CAPITAL ROAD Maint (OSP)	217,073.43	210,260.50	236,000.00	44,652.90	234,900.00
Total Public Works Expenditures:		334,915.97	383,922.56	460,750.00	270,600.57	324,100.00
HURF FUND REVENUE TOTAL:		317,690.53	358,245.20	372,658.00	226,245.01	354,094.00
HURF FUND EXPENDITURE TOTAL:		334,915.97	384,995.23	479,750.00	275,931.89	324,100.00
Net HURF FUND:		(17,225.44)	(26,750.03)	(107,092.00)	(49,686.88)	29,994.00
GRANT FUND						
Revenues						
22-100-3390	Misc. Grants	105,076.00	-	1,505,000.00	20,000.00	1,400,000.00
22-100-3400	Flood Control Reimbursement	65,000.00	60,000.00	65,000.00	65,000.00	65,000.00
Total Revenues:		170,075.78	376,845.45	1,570,000.00	85,000.00	1,465,000.00
Expenditures						
22-430-7810	Misc Grant Expenditure	-	-	1,505,000.00	20,000.00	1,400,000.00
22-430-7820	Flood Control Expenditure	65,000.00	60,000.00	65,000.00	65,000.00	65,000.00
Total Expenditures		170,076.00	264,077.45	1,570,000.00	85,000.00	1,465,000.00
Net GRANT FUND:		(0.22)	112,768.00	-	-	-
GRAND TOTALS - ALL FUNDS						
REVENUES		2,328,914.73	2,599,237.65	3,735,924.00	2,099,407.01	3,663,664.00
EXPENDITURES		2,006,679.65	2,207,364.48	4,043,016.00	1,954,324.34	3,982,011.00
NET GRAND TOTALS		322,235.08	391,873.17	(307,092.00)	145,082.67	(318,347.00)

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

TOWN COUNCIL REGULAR MEETING

June 19, 2018 – 6:30 p.m. Town Council Meeting Chambers

Agenda Item – 9. B. Discussion of request to approve a one-year extension of the Dewey-Humboldt Historical Society Accountability Agreement

To: Mayor and Town Council Members
From: Tom Wilson
Date submitted: June 13, 2018

Summary:

On September 21, 2017, Dewey-Humboldt entered into a First Amendment to the Town's Accountability Contract with the Dewey-Humboldt Historical Society. The Amendment – effective July 1, 2017 expires on June 30, 2018 – provided for support to the Historical Society's efforts to open and operate a museum on Main Street. The support was not to exceed \$700 per month.

The Historical Society was unable to find a suitable site for relocation and has instead utilized the Town's monthly assistance to provide storage for the Museum's collection and assets. In recent months, the costs per month have been significantly less than \$700.

Recommendation:

The Historical Society requests that the Town consider a one-year extension of the Accountability Contract at a per month allowance of not to exceed \$500.

Staff recommends the continuing assistance as the Museum focuses its efforts on a new display concept at the Mortimer Farms site.

**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 21 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, 2018, 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, 2018, 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.

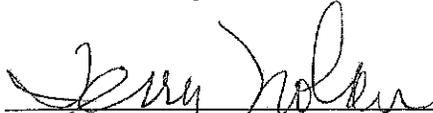
2. Exhibit A is amended to read as set forth in the attached revised Exhibit A.

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

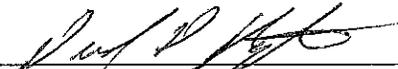
IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Accountability Contract between the Town of Dewey-Humboldt and the Dewey-Humboldt Historical Society, effective July 1, 2017, which shall become effective retroactively to September 1, 2017.

Town of Dewey-Humboldt

Dewey-Humboldt Historical Society



Terry Nolan, Mayor



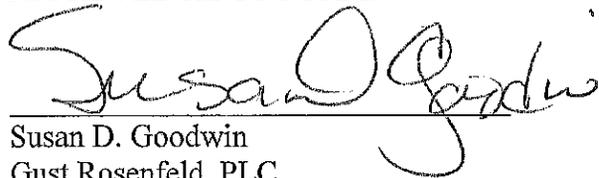
By: *President &*
Its: *Board Chair*

ATTEST:



Julie Gibson, Acting 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
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COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: June 19, 2018

Date of Request: 05/21/2018

Type of Action: Routine/Consent Regular

Requesting: Action Report Only

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

Council to consider the establishing and funding of a 501(c)3 for the Dewey-Humboldt "Firewise"
committee and allowing town attorney to begin drawing incorporation papers for such purpose..

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

SEE ATTACHED Purpose and Background page.

Staff Recommendation(s): _____

Budgeted Amount: Approximately budget amount needed \$2500.00

List All Attachments: _____

Type of Presentation: Verbal

Special Equipment needed: Laptop Remote Microphone

Overhead Projector Other: NONE

Contact Person: CM Wendt

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.

RECEIVED

MAY 21 2018

Council to consider the funding of a 501(c)3 for the Dewey-Humboldt "Firewise" committee and allowing town attorney to begin drawing incorporation papers for such processes. The Dewey-Humboldt "Firewise" committee has no funds to establish this non-profit status on it's own. The "Firewise" committee has always relied on the town since it was the Town of Dewey-Humboldt that established the committee in the first place.

We are requesting this process not only for liability protection of the committee but for the town itself. Also this will enable the committee to develop various fundraising activities of which proceeds to be utilized to further assist our community in "Firewise" efforts.

If the town will fund this process, The Arizona Community Foundation a Charitable Foundation, a 501(c)3 has offered to perform administration duties on a monthly and yearly basis up to and including the IRS corporate filing for end of year reporting. The Arizona Community Foundation it's self a 501©3 will use our committee as a model committee for other communities to establish their own "firewise" committee's.

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Purpose and Background information:

Continuing clean-up efforts supported by our town council should always be one of our first priorities. Therefore I'm proposing the following consideration by our Council.

The funding in the upcoming budget of a one day a month rotating community DUMPSTER to assist all our residents in the continuation of clean-up of standard household debris in abating their properties. I propose this be done during a 10 month period, eliminating November and December as many are out of town for the holidays.

This DUMPSTER would also assist in cost reduction to the Community Clean-Up Committee volunteering their time to assist citizens that may be financial or physically unable to abate their properties of accumulation household debris.

Cost involved should not exceed \$2500.00 based on the following figures received from our Public Works Director Ed Hanks.

Dumpster Drop-Off	\$50.00
2.5-3 ton disposal cost	\$41.00 per ton
Pick-up cost	\$80.00

A volunteer from the Clean-Up Committee could be responsible to monitor the dumpster and insure only allowed debris is placed into the dumpster by our residents. Thereby eliminating the need of a town staff person from public works.

Community Clean Up

The Dewey/Humboldt Volunteer Group is Organizing A Community Clean Up Committee

We are looking for Organizational and Service Volunteers
to join our Fantastic Community Group.

So, come out and meet your Good Neighbors
and sign up to clean up your Community and
help our Neighbors in need.

Looking forward to seeing you there:

The Barn @ Mortimer Farms

June 16th 2018 at 6:00 pm

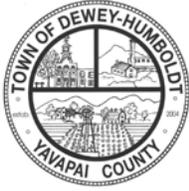
Have any questions please contact any of the following:

Gary Mortimer 928-925-6653

Leigh Cluff 928-713-9606

Refreshments will be provided

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TOWN OF DEWEY-HUMBOLDT
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Phone 928-632-7362 ▪ Fax 928-632-7365

Tentative Meeting Items for 2018

July 3, 2018 Regular Council - CANCELLED

July 5, 2017 Planning and Zoning

- ⊕ tbd

July 17, 2018 Regular Council

- ⊕ Quarterly Safety Reports
- ⊕ Firewise Quarterly Safety Report
- ⊕ Continuance of Public Hearing - Heli Swift
- ⊕ Adoption of FY 2017/18 Budget – Public Hearing

August 7, 2018 Study Session Council

- ⊕ Review of revisions to amended TC §30.105;107; 108
- ⊕ Review of Attorney's revisions of Chapter 92 Nuisance Abatement Ordinance

August 9, 2018 Planning and Zoning

- ⊕ tbd

August 21, 2018 Regular Council

- ⊕ Volunteer of the Year Certificate Presentation

September 4, 2018 Study Session Council

- ⊕ tbd

September 6, 2018 Planning and Zoning

- ⊕ tbd

September 18, 2018 Regular Council

- ⊕ tbd

October 2, 2018 Study Session Council

- ⊕ tbd

October 16, 2018 Regular Council

- ⊕ Quarterly Safety Reports
- ⊕ Firewise Quarterly Report

Items contained within are tentative in nature. Exact meeting agendas are subject to changes without notice. Official agendas for scheduled meetings will be published according to the Open Meeting Law and other applicable codes and regulations. Please contact Town Clerk at 632-7362 if you have questions regarding meeting agendas.