

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

Tuesday, September 18, 2018, 6:30 P.M.

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

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

AMENDED AGENDA

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

1. Call To Order

2. 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.

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A. Art Week Proclamation

5 **B. Domestic Violence Prevention Proclamation**

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.

7 **A. Approval of Meeting Minutes**

- 1. Special Meeting of May 29, 2018**
- 2. Regular Meeting of June 19, 2018**
- 3. Regular Meeting of July 17, 2018**
- 4. Study Session of August 14, 2018**

33 **B. Approval of Second Amendment to Accountability Contract between the Town of Dewey-Humboldt, Arizona and the Dewey-Humboldt Historical Society**

37 **C. Approval of Contract for Legal Services (Town Prosecutor)**

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. Public Hearing Agenda

Discussion and Possible Legal Action may be taken.

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**
- 2. Open Public Hearing**
- 3. Close Public Hearing**
- 4. Commission Discussion and Possible Action**

10. Unfinished Business

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

11. New Business

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

52

A. Approval of 2018-19 Greater Prescott Regional Economic Partnership (GPREP) Agreement

61

B. Requesting Council perform a performance evaluation review for the Town Manager (CM Treadway CAARF)

C. 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. An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of employment and assignments of the Town Manager, including a performance evaluation, and pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding the employment contract with the Town Manager.

Close Executive Session

12. 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 15th day of September, 2018, at _____ a.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 TC Study Session: 10/2/18 - 2:00 p.m.; Next P & Z Meeting: 10/4/18 – 6 p.m.; Next TC Regular Meeting 10/16/18 – 6:30 p.m.

Prescott Area Artist Studio Tour Proclamation

Whereas, for eleven years The Prescott Area Artist Studio Tour (formerly sponsored by Mountain Artist Guild) continues to believe that artistic awareness is essential to life and community.

Whereas, the Prescott Area Artist Studio Tour is a non-profit organization that holds an annual self-guided tour of local artists' studios and art centers.

Whereas, the Prescott Area Artist Studio Tour juried Tour includes artists who use the energy of their imaginations to create works in a variety of mediums that reflect a wide range of style and viewpoint.

Whereas, the Prescott Area Artist Studio Tour includes Art Centers that are organizations with the specific purpose of encouraging arts practice and providing facilities for ongoing art education. Exhibiting artists with high quality work are at the discretion of the Art Center.

Whereas, the Prescott Area Artist Studio Tour educates the public about the techniques and materials used by a wide range of artists through demonstrations at each Tour artist's studio.

Whereas, the Prescott Area Artist Studio Tour holds one or more receptions where the public can meet many of the artists participating in the Tour and view their work,

Whereas, the Prescott Area Artist Studio Tour engages in other activities that foster an appreciation of the arts and encourages art education.

Whereas, the Prescott Area Artist Studio Tour donates to local nonprofit arts programs for youth.

Whereas, the Quad-City Area of Prescott, Prescott Valley, Dewey-Humboldt, Chino Valley and Paulden is home to many talented artists.

Whereas, the Town of Dewey-Humboldt joins the Prescott Area Artist Studio Tour in support of their work and mission by declaring an official celebration of the arts on October 5, 6 and 7, 2018, known as the Prescott Area Artist Studio Tour.

Therefore BE IT RESOLVED, that I, Terry Nolan, Mayor of the Town of Dewey-Humboldt, do hereby proclaim October 5, 6 and 7, 2018 as the official Prescott Area Artist Studio Tour celebration of the arts and local artists.

In Witness Whereof, I have hereunto set my hand this 18th day of September, 2018.

Mayor Terry Nolan
Town of Dewey-Humboldt

Julie Gibson
Town Clerk

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Domestic Violence Awareness Month October 2018 Proclamation

Whereas, 1 in 4 women and 1 in 7 men in Arizona experience domestic violence during their lifetime; and

Whereas, 30-60 percent of domestic violence perpetrators also abuse children in the household; and

Whereas, the trauma and suffering caused by domestic violence destroys families, threatens the safety of neighborhoods and weakens the ability of communities to thrive; and

Whereas, domestic violence is an epidemic affecting individuals in every community, regardless of age, economic status, gender, race, religion or nationality; and

Whereas, the Town of Dewey-Humboldt is dedicated to ensuring the safety of domestic violence survivors and holding abusers accountable; and

Whereas, local programs and agencies, state coalitions and national organizations are committed to increasing public awareness of domestic violence and its prevalence and to eliminating it through prevention and education in a "Lighting Arizona Purple" campaign as an example of Arizona's dedication to ending domestic violence; and

Whereas, all Arizonans can join this effort and light their own homes purple. The Home Depot will be selling purple light bulbs to their customers at all Arizona store locations with a percentage of the proceeds going to support domestic violence prevention and victim services; and

Whereas, the Town of Dewey-Humboldt encourages domestic violence victims and their families to seek assistance from appropriate victims' services organizations and the National Domestic Violence Hotline at 1-800-799-SAFE;

Now, therefore, I, Terry Nolan, as the Mayor of the Town of Dewey-Humboldt, do hereby proclaim the month of October 2018 as: Domestic Violence Awareness Month in the Town of Dewey-Humboldt, Arizona.

In Witness Whereof, I have hereunto set my hand this 18th day of September, 2018.

*Mayor Terry Nolan
Town of Dewey-Humboldt*

*Julie Gibson
Town Clerk*

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**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
SPECIAL MEETING MINUTES
MAY 29, 2018, 6:30 P.M.**

A SPECIAL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MAY 29, 2018, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** The meeting was called to order at 6:30 p.m.
2. **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.
3. **Special Meeting.** Legal Action can be taken.

A. Contract for special Plan Check and Building Inspection services with Colibryn

Town Manager Wilson explained that the Giant Gas Station is about to complete its plan evaluation process with ADOT and Yavapai County Flood Control. Once that occurs the Town will receive the plans and will need to conduct a plan check process to issue permits. Due to health issues, the Building Official Don Roberts, is still limited in his duties, therefore, a contract is being brought forth with the Colibryn firm for the inspection process on the Giant Gas Station. Colibryn is owned and served by Cindy and Adam Sessions. Randy Plumier of Prescott serves as a consultant for Colibryn and will oversee this inspection process. Town Manager Wilson asked Town Council to approve the one-time contract to meet the demands of the project and provide first class inspection and planning services. TM Wilson noted that supplemental updated Colibryn staff resumes and risk insurance were provided, as well.

There was Council discussion regarding the fee structure. Town Manager Wilson explained that the Town would rely on Yavapai County's fee structure for this project. The fees will cover all the costs of the fees for Colibryn and inspection work, as well as provide the Town the estimated range of 25% of that number. Mr. Sessions explained that the fees are based on the valuation of the project, with an hourly rate charged for the inspections. D-H retaining 25% of the fees. The Developer is responsible for the fees and they will be collected by the Town. There would be a "not to exceed clause" in the contract regarding Colibryn's fees.

There was further Council discussion regarding hours involved in plan checks; how the Colibryn firm was located by the Town; and the Building Official's employment status.

Mr. Sessions noted that the Town Ordinance is liberal allowing fees to be passed on to the developer. He informed Council they will not be surprised by any bill received from their firm.

Some necessary corrections to the contract were noted such as changing references from "county" to "town". An expenditure limit will be included, a "not to exceed" clause. The budget will be impacted in a neutral fashion. The revised contract will be brought back to Council for approval on June 5, 2018, under Special Session. Council also asked for a minimum and maximum on the individual inspection hours.

B. Review of 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)

Town Manager Wilson explained this is a tentative budget and, as yet, the Town still does not have the State Shared Revenue numbers. This tentative budget is subject to the Council's review and modification.

The first area of change is under the Town Clerk department the salary was incorrect and there was money added to the Elections line item. The supplemental handed-out has the correct numbers to follow. The numbers concerning salaries have a provision like last year that allowed for a cost of

living increase of 2% and 3% merit increase. Nationally, the COLA is a 2.5%, but he recommends staying at 2%. All the initiatives requested by Council are included in this version.

TM Wilson asked Judge Kelley to present her budget. Judge Kelley noted that there is nothing different or unusual in the Court's budget. There will be the COLA and merit for the Magistrate Clerk. The Town Prosecutor is not under the Court budget and is generally included under the Town Attorney budget. The Supreme Court supplies the equipment. The space and utilities are rented from the Town. Councilmember Hamilton expressed no concern with expenditures, but noticed the revenues have dropped. Judge Kelley noted that the thing that generates revenue is traffic citations. There was discussion regarding the different viewpoints on traffic citations according to the different sergeants that have been in command. There was further Council discussion regarding traffic citations. Town Manager Wilson shared that traffic citation was not a topic of priority for the Sheriff during the contract negotiation process. There was further Council discussion as to how this could be made a priority.

Public Works Director Ed Hanks spoke of having four employees working in the field and defined the duties they perform. Councilmember Hamilton asked why Capital Equipment of \$70K is being taken out of the General Fund rather than the HURF fund. TM Wilson explained that the rationale was that HURF is restricted to roads; they can afford to take it out of General Fund, and keep the HURF funds to dedicate strictly to roads for such things as asphalt. CM Hamilton disagreed. TM Wilson explained that the \$70K in capital is affordable from the General Fund. If Council wants to do it that way would be fine, but the end result will be the same. TM Wilson's personal, experienced preference is use the General Fund for capital equipment.

There was discussion regarding the Clearview Road improvement. CM Hamilton recommended contacting CYMPO to get an estimate of what they are willing to contribute to the project. Director Hanks said that generally CYMPO helps with the design. The Town setting aside funds would help incentivize CYMPO to move this up on the priority list. TM Wilson noted that to put it in the budget, is a clear indication of the Town's priority. This money would more than likely not be spent during this budget year.

Council went over the different items starting with the General Fund. CM Hamilton inquired why there is a drop in the sales tax projection. TM Wilson explained he was being conservative and that this is just an estimate. VM Hughes noted that two good-sized businesses moved out of Town. He clarified again that the numbers provided were estimates from the State, not the final figures.

Councilmember Treadway inquired about Prescott dropping out of GPREP. Vice Mayor Hughes explained that they wish to go it alone, the remaining communities want to keep it established and keep it rolling.

CM Hamilton was dissatisfied with the Town Manager plugging in the figures for employee salaries. TM Wilson explained it was his task to prepare a tentative budget. The numbers used for the increase were the same as last year, they can be changed totally or it can be zero. Mayor Nolan spoke of the staff being deserving of at least the proposed amount. CM Treadway agreed with the Mayor. CM Hamilton asked what percentage of the budget salaries take up. TM Wilson estimated this to be 40% if you included the Sheriff Department. Without the Sheriff Department, he thought it may be 20-25%.

Councilmember Timmons spoke of being dissatisfied with the Granicus meeting system and considering an upgrade. Town Clerk Gibson explained that Granicus receives the blame for all technical issues. In actuality, some of the previous technical issues were due to a faulty keyboard, a deficient laptop computer, and general internet issues. CM Timmons asked what happened at a recent meeting when it was not live-streamed. TM Wilson cited operator error. TC Gibson explained that only one time in the last year has an issue actually been attributable to the Granicus system. Granicus has the reputation for being a preferred meeting manager system.

TM Wilson explained that there was a new item increase in legal services on line item 5100 for \$18K for Outside Service Provider Project Development Agreement in anticipation of the possibility

of a development at the Mortimer Farm area. TM Wilson clarified for Councilmember Treadway the amount budgeted for legal fees.

TM Wilson noted that there are no significant changes in the IT Department. The contract with 4D raises from \$95 to \$100 per hour in the next year and no significant upgrades are expected.

The Sheriff Contract was negotiated for a three-year contract starting with \$415,012 this year; the second year would be \$438K and the third year would be \$460K, the amount that was originally requested for this year. The provision that provides for 20 hours deputy presence within the Town limits has been eliminated. They will continue extending the same service level. The Town Manager recommended approval of this contract. The Emergency Response fund requires \$1,800.

The Community Development line item includes the IGA for Library Services and a separate lease payment for the building. The Library District has reduced their cost to \$36K this year. There were savings in the staffing that reduced the cost throughout the district.

The Community Clean-up Days included Dumpster Days; a payment to PAWUIC and Firewise costs; potential purchase of meals from Meals on Wheels for the Community Center; the facility lease for the library, which had a 2.5% COLA increase; and a proposed amount for possible abatement costs, if the proposed nuisance abatement ordinance is approved. Two 16 hour per week employees were also accommodated in the budget to assist at the Library and Activity Center.

The Community Outreach fund included the normal Mayer Meals on Wheels donation; the D-H Historical Society donations for the Agua Fria Festival and the society exhibits; and the Coldwater conservancy donation of \$2500.

Councilmember Hamilton asked to go back over the initiatives, as there were only four Councilmembers present the last time they were discussed. He recommended holding the library programs in the Community Center allowing one employee to handle both programs. Mayor Nolan explained that they were two different programs and it would cause confusion. TM Wilson supported two separate employees. CM Hamilton questioned if there would need to be funds set aside for utilities for the Community Center, recommending \$1000 be set aside on a line item under Community Outreach. CM Hamilton asked for a vote on the Community Center meal proposal. There was discussion regarding the feasibility of the program and whether the Town would fund this or the recipients would pay for the meal.

Councilmember Hamilton made a motion that the Town not pay for the free meals. The motion failed due to lack of a second to the motion. There was further Council discussion on the proposed meal program. TM Wilson explained the original thought behind this initiative. CM Wendt agreed with CM Hamilton that there should be a charge for the meal.

Councilmember Hamilton made a motion that the populous would pay what it would cost for the meal, which is \$5 at this time, seconded by Vice Mayor Hamilton. The motion passed unanimously.

CM Wendt asked where the PAWUIC abatement program funding was in the budget. TM Wilson suspected this was not reflected in the budget, as it is a revolving fund.

CM Treadway recommended itemizing under Community Outreach the different initiatives. TM Wilson said that would be done on the final tentative budget.

CM Hamilton made a motion to put \$2,000 into the Community Center budget to work with to develop great things in the Community Center, seconded by Councilmember Timmons. The motion passed unanimously.

CM Hamilton spoke of initially approving two ball fields at \$20,000. He disagrees with this and feels they should only support the Little League field, not the school system field.

Councilmember Hamilton made a motion that they only do one field for \$10,000. The motion failed due to lack of a second to the motion.

There was further Council discussion regarding the ball fields. CM Wendt asked to consider supporting the Agua Fria Little League more so than the school field, as the Little League is not in

a priority position to use the school field. CM Treadway supports the Little League and would rather see the local kids get a real good field, as opposed to giving the money to the school district and getting involved in those politics.

Vice Mayor Hughes made a motion to keep up with their deal and give the \$20,000 to the Little League to concentrate on their field, seconded by Councilmember Timmons,

Mayor Nolan restated the motion as: To give the \$20,000 to the Little League and not support the Parent-Teachers Association on the field here that the Little League uses. Vice Mayor Hughes corrected Mayor Nolan and stated that was not what VM Hughes said. His motion was to give it to the Little League to build their field and, if they want to help on the other field, they can do that. He did not specify that it be for two fields.

Vice Mayor Hughes withdrew his first motion and made a second motion to give the Little League the \$20,000 to get their fields done and they can do what they want with the rest, seconded by Councilmember Timmons. The motion passed by a 5-1 margin, with Mayor Nolan voting against.

CM Hamilton spoke of the \$5,000 initiative for the Dewey-Humboldt Historical Society for the displays. He believes that DHHS should pay 25% and the Town would pay 75% up to \$5,000. He believes this would cause DHHS to be more careful with their expenditures and they have thousands of dollars in their account.

Councilmember Hamilton made a motion to this effect. The motion failed due to lack of a second to the motion.

CM Hamilton asked what Council is going to do about a Town Hall. If purchasing or building a facility is considered, money needs to be put aside for a capital improvement project. He prefers to build, as the current building is not big enough, and the money return on the investment would be realized in 13 to 14 years and you would be saving \$50K a year. Mayor Nolan stated he did not think it was a good idea, stay here and decide on this next year. CM Wendt felt that CM Hamilton was premature on this idea. CM Treadway noted that, if it is put off, there would be a new Council next year to give this serious consideration. He was not in favor of continuing to rent and feels the Town would be better off to own its own building. CM Hamilton noted that this continues to be put off every year. There is one more lease extension and then the rent will go up and it is at \$50K per year now. CM Wendt spoke of the Town-owned property on Main Street not being big enough for a building. VM Hughes is a firm believer in owning a building and something should be in the budget in case a property becomes available for purchase. He spoke of a recent meeting where there was not enough seating for the audience. He believes the only way to get an investment back is to own, not rent. TM Wilson noted that the budget could be amended, if an opportunity arises in the future. CM Timmons noted that it was odd that the Council wants to own their own place, when a few months back the Council did not want to hear from the person who owns this building that they rent from. They don't know if possibly the gentleman wanted to give it away. She recommended looking at this a lot harder. CM Hamilton noted there is room for a 4,000 square foot steel building on the town-owned lot and there were plans drawn by the Building Official. He noted that the owner wanted appraised value three or four years ago and it was over somewhere between \$1 and \$1.5 Million. TM Wilson noted this subject was getting off-topic and should be brought back with a CAARF. CM Hamilton recommended not bringing up the building subject again until there is a new Council, as it appears to be a split issue.

Councilmember Timmons made a motion to put \$5,000 into a new exterior sound system, seconded by Councilmember Wendt. The motion passed unanimously.

Mayor Nolan recommended a \$100 per month stipend for each Councilmember for travel. If a Councilmember does not want to accept it, they don't have to. There was Council discussion and a lack of consensus to support for a stipend.

TM Wilson noted that HURF was the final item and had previously been discussed. CM Timmons had a question about cold-patching. CM Hughes explained the difference between cold patches and hot patches and that getting a cold patch in is sometimes to just prevent further damage until

it can be fixed with hot patch. CM Hamilton clarified that certain seasons they don't make hot patch, only cold patch can be used.

C. Employee Classification/Compensation Plan

TM Wilson explained that normally the positions and salaries are annually reviewed with Council. This attachment is an outline of the current positions. The salary ranges were based on surveys of comparable size cities, as much in the area as possible. TM Wilson described different aspects of the positions and differences.

CM Hamilton asked if the salary ranges are different from the previous ranges. TM Wilson said he did not find current salary ranges, he created these based on the survey he described and did not find an associated range chart in the previous budget.

VM Hughes questioned that possibly a "+" be added behind the hourly ranges to allow for discrepancy for example, if you find someone for a position who is extremely qualified or experience. There was further Council discussion. It was agreed by Council to add the "+" to the hourly ranges and give these positions a range. TM Wilson said this chart would be brought back with the adjustments. CM Wendt believed there was a chart of salary ranges shared by the previous Town Manager. CM Timmons asked if any of the salaried people are on the top side of the range. TM Wilson said that the salaried staff are at the bottom of the ranges. One employee is below the range and that would be brought to Council in Executive Session.

4. Adjourn.

Mayor Nolan adjourned the meeting at 9:48 p.m.

Terry Nolan, Mayor

ATTEST:

Julie Gibson, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
SPECIAL MEETING MINUTES
JUNE 19, 2018, 6:30 P.M.**

A SPECIAL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JUNE 19, 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** A local veteran led the pledge.
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.

6. Town Manager's Report

Mayor Nolan moved this agenda item forward ahead of Agenda Item 5.

Town Manager Wilson explained that there was an error in the agenda packet for this meeting. Although the agenda read correctly, two of the CAARF's in the packet reflected the wrong author. He clarified that the CAARF regarding community dumpsters was submitted by Councilmember Wendt and the CAARF regarding the electronic voting system was submitted by Councilmember McBrady.

Town Manager Wilson also explained the process of the budget adoption scheduled for the Regular Council Meeting of July 17, 2018, and that some of the monies attached to proposed CAARFs at this meeting have been added into the budget with the assumption they will be adopted. If they are not approved, the funds will not be expended.

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.

Mayor Nolan moved this agenda item forward ahead of Agenda Item 5.

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

Councilmember Wendt asked that the minutes from the June 5, 2018 Study Session be removed from the Consent Agenda for discussion.

Councilmember Hamilton made a motion to approve the items of the consent agenda, excluding the Study Session & Special Meeting of June 5, 2018, seconded by Councilmember Treadway. The motion passed unanimously.

Councilmember Wendt noted that in the June 5, 2018, meeting, she expressly made some comments that she wanted included in the minutes regarding the Firewise Committee. She had noted that the Firewise USA certification and the enacting of the Firewise Committee was specifically mentioned under the comments under the Fire, Flooding, and Landslide areas and our

committee and how it was formed, when it was formed and what it was formed for. She would like those comments included in the minutes.

Councilmember McBrady noted another revision to the June 5, 2018, minutes on Page 28 of 85 near the bottom that CM McBrady spoke of this being a big project and that he would be voting against it. It should have read that it was a big project and the full Council was not here to hear it. His vote was based on both of these factors.

These minutes will be brought back with both these revisions at the next meeting.

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

Director Dale Dieter of the U. S. Forest Service gave an update to the Council. He noted that they are paying attention to the mitigation issue pursuant to the Goodwin Fire last year. They are focusing on fuels near Crown King and the west side. The current forecast does not expect the monsoon to kick in until end of June to mid-July. Mayor Nolan inquired about the 300-foot firebreak at the Blue Hills area. He inquired if there could be an early start on the firebreak - not wait until after the fire season. Director Dieter explained that they cannot expedite this work until their report is complete and it will be a top priority once they have clearance. Councilmember Wendt spoke of the Mayor starting this effort several years ago. She noted that Firewise and the Town have done their share and Prescott National Forest Service need to do their part. Director Dieter said that they will try to speed things up.

8. Public Comment on Non-agendized Items

Gary Mortimer - spoke in support of the Mayor's comment regarding taking care of the west side and that it would prevent fire from crossing to the east side. He commented that if you follow the money, you will understand how this happens the way it does.

Carmen King - inquired when the Heli-Swift demonstration would be held. Mayor Nolan explained that it has not been rescheduled as of yet. It will be included on a future agenda.

Chris Ellen DeVaus (sp) – Spoke of a discussion at the last Town Meeting held on May 15, 2018, regarding the start-up of a community service group to help with property clean-up efforts for residents in distress. Shortly after that meeting, a few residents got together and helped clean up a property mentioned in that meeting which had a blight complaint against it. The first meeting of the Dewey-Humboldt Community Service was held on June 16, 2018, at Mortimer Farms and a group of 28 residents attended. Most everyone in attendance signed up to volunteer in one way or another. They look forward to other residents attending and taking part as well.

Mike Donovan – spoke of sending an email out to Council last Saturday, which gave a hypothetical scenario of a wildfire and outcome in the Blue Hills area. Mr. Donovan provided several possible conclusions and recommended fixes to his hypothetical wildfire scenario.

Lynn Collins – spoke of the pictures displayed at the May 15, 2018, Council Meeting of a property located at 1445 S. Hopi Trail being outdated and inaccurate. She is not in favor of a lien abatement law, rather in favor of a more reasonable Town Code with lower fines and more time to rectify complaints. The abatement issue is scheduled to be discussed at an upcoming meeting on August 7, 2018, and she feels it should be scheduled for 6:30 p.m.

Cheryl Taylor – spoke of having five acres and not one square inch of it is flat land. If she were told she had to remove all her brush it would create erosion risks to her home and homes in the wash below her. There are times that balance has to be considered when talking about getting rid of consumables.

Leigh Cluff – spoke in appreciation of those who helped get the community service group started and the monetary donations received. She asked the Town Manager for the next project to start on.

Gary Mortimer – spoke in appreciation of the success story on the property at 1445 S. Hopi Trail with the community volunteer clean up. He feels this group will make a super impact in the community.

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 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)

Town Manager Wilson gave an overview that this is the product of about six meetings with the Council. This is the comprehensive budget for the next fiscal year. It provides an employee 2% COLA increase and a potential merit increase of 3% based on performance. Any insurance increases are included. The final figures from the State Shared Revenues are included. There was a bit of a difference in the local sales tax than originally estimated. There was a decrease of \$70K in this line item. The budget includes all the Town Council initiatives voted on and they are reflected in the appropriate line items. This budget reflects a three-year commitment with the Sheriff Department, with the first year's service being \$416K, at \$438K and the final year at \$460K, which was actually the number initially requested for this year. This will maintain safety standards in the community.

Councilmember Hamilton stated that he couldn't support the Budget, as it is \$148K over what we the Town is taking in. He spoke of the General Fund previously always having been balanced. He spoke of the history of previous budgets. He said the fund basics and initiatives are good ideas, but the Town is now living beyond its means. There are things in the budget that could be cut. He stated he would not vote for this budget.

Town Manager Wilson spoke of the \$200K used in the contingency is not commonly used, but, if you take the \$200K off the listed \$300K plus deficit, you are left with \$150K. He can point out in the current budget more than \$100K that was not expended, that will be applied with the wrap up of the current year's books in September. It may be more, but \$100K will definitely come off the number. Council can accomplish all their issues and have a balanced budget.

Councilmember Treadway asked what percentage of the budget is allocated for salaries and benefits. TM Wilson estimated it at 30-40%. Most full service cities would be 50%. CM Treadway referred to the budget numbers being okay once the unspent dollars from the last budget are applied. TM Wilson spoke of areas where the monies were not expended: Town Manager salary line, the General Plan allotment, and other areas that were not expended will be over \$100K. CM Treadway spoke in support of the community outreach projects and not wanting to have to eliminate those. TM Wilson also spoke of the money that was set aside for the Clearview Drive project and that it is an expenditure that probably will not be made in the upcoming year. TM Wilson spoke of the \$4M reserve and that he believes that somewhere along the line, some of these monies should be put to better use. He feels that is what Council was saying by conservatively engaging in \$200K more of efforts in this budget.

Councilmember Wendt noted in the past the Town has been extremely conservative with this little fund of \$200K, yet they tightened the belt although the community needed services. She believes this will balance out at the end of the budget year. She does not feel the sky is falling. Some services need to be provided to the Town, there are ample reserves. She is confident and thinks they should move forward.

CM Hamilton does not want to increase the reserves. There may be \$100K to apply at the close of budget but you can't pull from savings. He feels it is way over. The previous Councils did not do as much as this Council, they are spending \$350K more. Once you get started, you are never going to go back. He said they will see how the community feels about this at the election.

Public Comment

David Nystrom – applauded the Council for taking a long-term view. He feels the Town has sufficient savings and is looking at the budget balance in terms of two to three years increments. There may be a bit of a deficit one year and a savings the next year. The Town is in a good financial position. When money is available, it should be applied to the community.

CM Hamilton said there is some truth to what Mr. Nystrom said. He spoke of the HURF Fund in detail. Last year \$172K was spent and \$28K was put into HURF fund from the General Fund. He spoke of the funds being allocated to the HURF fund and spending that he thinks should be taken from the HURF fund instead of the General Fund. He said there is a little over \$600K spent per year on the roads, instead of the \$340K shown in the budget. A good chunk of Town money is spent on the roads behind the scenes. He spoke of the Clearview Drive project, and, if the Town has to contribute to match the Federal Funds, the \$50K would not be near enough and that will be for the future Council to decide, as he won't be on the Council then.

TM Wilson spoke of HURF funds being restricted to roads and streets, however, communities cannot solely rely on those funds. Most communities have to supplement the road fund. The only requirement regarding HURF funds is that it has to be spent on streets. There needs to be better service in this area for the safety of the citizens.

CM Treadway feels it is time the Council spent some money on the community and made a motion to adopt the FY 2018-19 Tentative Budget, seconded by Councilmember Wendt.

Councilmember Hamilton noted that they are spending a lot more money on the roads than the HURF fund provides; they are actually spending double what is under the HURF line item. He asked for clarification on the expenditures that were being requested for items to be discussed later on this agenda. TM Wilson explained the new items were included. If Council chose not to support an item, they can take the money out of the budget or not expend the money. CM Hamilton asked about the MAMOW meal purchase noting it was supposed to come out. TM Wilson said that they voted to provide the meals at a purchase price of \$5 per meal. The other line item for MAMOW is two separate amounts. Supporting the meals for the homebound was \$4K. The meals at the community center was a separate item at \$7.5K, but would be a wash with the money received in for the meals from the participants.

Mayor Nolan called for the vote on the motion. The motion passed by a 6-1 margin, with CM Hamilton voting against.

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

Town Manager Wilson spoke of the previous agreement with DHHS that provided for a one-year program that assisted them up to \$700 per month for relocation expenses of the museum. The museum has not relocated, but they are pursuing a new concept at the Mortimer Farm property to include farm, ranch and mining exhibits. Council contributed \$5K for the new display exhibits; however, DHHS is still storing and maintaining their archives and display materials and equipment. They have not been utilizing all of the \$700 monthly reimbursement, but they would appreciate an extension of this agreement at a lower amount of \$500 per month.

Councilmember Hamilton stated he had a problem as Mr. Nystrom, at a previous Council meeting, stated, after being asked twice, if they wanted any other money, said that DHHS didn't need the money. CM Hamilton does not appreciate that DHHS is coming back now and saying they need it.

Councilmember Wendt noted Mr. Nystrom was not prepared to make an additional request at the previous meeting. Now they (DHHS) have their feet on the ground and have an idea of their needs. She does not see a problem with the request.

Councilmember Timmons agreed with CM Wendt and does not see the extension of the contract as something new. Councilmember Timmons made a motion to extend the contract by one year

not to exceed \$500 a month for the historical society's move and storage of their items, seconded by Councilmember Wendt.

Public Comment

David Nystrom – explained that, when the question was previously asked about additional funding, he did not say that they (DHHS) don't want money, at the time, the priority was the Agua Fria Festival and some other funding. He did not know where the Town's budget stood and he did not have authorization from his Board to discuss it at that time. Mr. Nystrom stated that DHHS could use every dollar they can get, and he appreciates the offer, and the board accepts the \$500 per month. They will try to keep it under that amount. Mr. Nystrom thanked the Council.

Gary Mortimer spoke of the money being helpful to DHHS. The Museum will be housed at the Mortimer Farms at no charge. As far as community outreach, it will be money well spent.

CM Hamilton said that the community should know that this makes a total of \$11K for the Historical Society, with \$6K in rent and \$5K to build exhibits, as well as another \$2.5K for the Agua Fria Festival. CM Timmons noted this is approximately \$1.2K less than last year.

Mayor Nolan called for the vote on the motion which passed by a 6-1 margin, with Councilmember Hamilton voting against.

10. New Business

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

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)

Councilmember Wendt gave an overview of the Firewise committee. It was started over two years ago by the Town to promote property abatement to hinder wildfires; it was then assumed by the community and started out very small. The meeting attendance grew last year after the Goodwin Fire. They have completed 37 grants at a total of over \$49K. The new Town Manager expressed concern that there could be a liability issue for the Committee and the Town and recommended forming a 501(c)(3) for the Firewise Committee. They began to investigate this, but they need someone to do the bookkeeping for the 501(c)(3), so they approached the Arizona Community Foundation. Once a 501(c)(3) is formed, the Foundation would take over the monthly, annual and IRS reporting for a minimal fee. Some of the reasons to form a 501(c)(3) is to relieve liability and formally recognize the existence and provide sustainability to the Firewise program.

Town Manager Wilson clarified that this is a CAARF and this discussion needs to be referred to an agenda for full review. He spoke of the 501(c)(3) lending value to fundraising as it is tax deductible and that it would relieve liability. The current arrangement provides for ambiguous business. The 501(c)(3) would fix this.

CM Wendt spoke of being able to move quickly as a committee because they are not an ad hoc committee. The amount she estimated for legal fees is on the high side.

CM Treadway spoke of the wisdom of this move, but would like to know what the fee would be for the Arizona Community Foundation's participation. CM Wendt said they need to get this established as a 501(c)(3) before they are able to get an idea of the actual fees. There would be a board to oversee the expenditures.

CM Hamilton was not in favor of using the Town Attorney for this work. The Town Attorney is supposed to represent the Town. He spoke of Firewise becoming a Town committee, like P & Z or OSAT, and the liability problem goes away. He may turn in a CAARF to bring this up at the next meeting.

CM Hughes believes there would be benefit to Firewise being a 501(c)(3), especially in regard to fundraising. He believes the accounting costs would be minimal.

CM Timmons agrees that the Firewise should go to a 501(c)(3), as the further you can keep the committee away from politics, the better off you are. She believes in the professionals doing the accounting.

Public Comment

David Nystrom – As the President and Board Chair of DHHS he thought he could give perspective of a non-profit. A 501(c)(3) is a designation you receive once you incorporate. He gave an overview of the incorporation and 501(c)(3) processes and encouraged the Committee to proceed and contact him with any questions.

CM Hamilton spoke again of making this a Town committee and commented that, if they go the other way, they will need bylaws.

CM Wendt spoke of being familiar with the legalities and that she does not have the time to chair this. If it is a Town committee, she will not run it. The estimates to achieve the non-profit came in at \$2,500. She will be happy to turn over her records if they choose to go the Town committee way. CM Wendt said that pursuing the 501(c)(3) status was at the recommendation of the Town Manager.

Mayor Nolan clarified that this has to be referred to future agenda. Councilmember Treadway made a motion to refer this to the July 17, 2018, meeting agenda, seconded by Councilmember Timmons. The motion passed unanimously.

B. Council to review the ordinance pertaining to setbacks for auxiliary buildings on parcels.
(Mayor Nolan CAARF)

Mayor Nolan gave an overview of this agenda item. The Council has been approached by residents in the downtown area who want to install outbuildings on small lots but can't accomplish this due to setback requirements. He said it is a simple thing and they need to do something to provide for this.

CM Hamilton spoke of a joint meeting with P & Z on January 15, 2015, to address this issue. P & Z Chair DeWitt, at that joint meeting, spoke of setbacks providing safety, maintain the feeling of open space, farm animal buildings need setbacks in order to not negatively affect neighbors; and property values and town bonding could also be negatively affected. CM Hamilton spoke of the variance process, which would cover these types of requests. If you make the change to less, you can never go back to more. You are decreasing the property value if you go the other way. At the meeting in 2015, they decided to have it stay the same.

Councilmember Timmons thinks it is a good idea to review a lot of the ordinances. She would like to make a motion to review the ordinance pertaining to the setbacks for auxiliary buildings on parcels, seconded by Councilmember McBrady.

Councilmember Hamilton asked for a roll call vote. The motion passed unanimously.

Town Manager Wilson said this item would be scheduled for a future Study Session. He also noted that Mr. Garcia at a recent Town meeting asked Council to consider this issue. CM Hamilton spoke of a 25-page report that was prepared back in 2015, which could save a lot of work.

C. Council to consider electronic voting system for Council Chambers (CM McBrady CAARF)

Councilmember McBrady spoke of the current voting system and that many towns use electronic systems, which post the vote results at one time. Council would not be influenced by other member's votes.

Councilmember Timmons spoke in favor of this and made a motion to bring this back to Council to the July 17, 2018, Regular Council Meeting, seconded by Councilmember McBrady.

Councilmember Hamilton hopes that the Council votes by their convictions. If someone's vote is swayed by others, you don't need them. You need someone who has the courage to vote by their convictions. He spoke of needing this information to be vocal for recordings. The Clerk would need

to read it for the record. He sees no point in changing it. CM Treadway spoke in agreement with CM Hamilton. Find out what it costs.

CM Timmons asked the Town Manager about other Towns and how they get the vote into the record. TM Wilson said the most common thing is that the Clerk records it in the minutes and on sensitive votes, the Clerk reads it in to the record.

Mayor Nolan called for the vote. The vote passed by a 6-1 margin, with Councilmember Hamilton voting against.

D. Council to consider funding a one-day-a-month community dumpster on a rotation basis (CM Wendt CAARF)

Councilmember Wendt gave an overview of her CAARF stating that at the June 5, 2018, meeting she made a recommendation to form a citizen committee to help with property abatements. The committee was formed. She believes the Town should help the committee by providing a one-day-a-month dumpster on a rotating basis, between the Foothills and Blue Hills. She noted that the Town does little in the way of services and this is a service that could be provided.

Councilmember Hamilton spoke of this effort being tried previously and that it was abused. It created more problems than it solved. He would be in support, if it can be located on Town land. Another problem is that you have to have a Town person monitoring it. You get a mess with people dumping in an unauthorized manner.

Councilmember Timmons loves the idea. It should not be the responsibility of the volunteer committee, rather Town staff could rotate the duty of monitoring. CM Timmons made a motion to bring this back to another meeting for discussion and a vote.

TM Wilson said this item was provided for in the budget and could be scheduled on the July 17, 2018, agenda.

CM Treadway supports the idea but is concerned about the liability and if this could complete with private enterprise. He was skeptical of having Town Staff monitor the dumpsters. He has seen where this type of thing is abused and turns into a mess. CM Timmons noted that there would be fencing.

Councilmember Wendt seconded the motion.

Public Comment

Ken Dolan - spoke of the new community group and recommended giving the \$250 per month to the committee and they would monitor the dumpsters and they could accomplish the same thing.

Mayor Nolan called for the vote on the motion. The motion passed unanimously.

E. Executive Session

Vote to recess to Executive Session

Vice Mayor John Hughes made a motion to recess into Executive Session, seconded by Councilmember Timmons. The motion passed unanimously.

Mayor Nolan called for a five-minute recess at 8:46 p.m.

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

Close Executive Session

Mayor Nolan closed the Executive Session at 9:11 p.m.

11. Public Hearing Agenda - None

12. Whether to hold additional special session(s) this month

Councilmember Timmons made a motion not to have any more special sessions this month, seconded by Councilmember Hughes. The motion passed unanimously.

13. Adjourn Mayor Nolan adjourned the meeting at 9:17 p.m.

Terry Nolan, Mayor

ATTEST:

Julie Gibson, Town Clerk

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

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JULY 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 6:30 p.m.
2. **Pledge of Allegiance** A veteran from the audience led the pledge.
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. Public Safety Reports

Mayor Nolan commented on the recent storms and the debris that resulted. The Public Works Department has been working very hard to keep the roads open.

1. **Central Arizona Fire & Medical Authority report presented by Fire Marshall Rick Chase.** Fire Marshall Chase gave an overview of his 2nd Quarter Report. The D-H rates are very low. Responses were as follows: EMS - 72; Fire – 9; Public Service – 19; and Hazardous Condition – 2. These categories average around 4% of the total district calls. They have been performing public education, radio public service announcements; newspaper articles; and social media in order to get out public safety messages, which seems to have helped, reflected by the low number of fires.
2. **Yavapai County Sheriff's Office report presented by Sgt. Johnson.** Sgt. Johnson gave an overview of his 2nd Quarter Report. There were 356 calls for service and 331 deputy-initiated calls for a total of 687 calls in D-H over the 2nd Quarter. There were of 240 traffic stops resulting in 70 citations; 19 total arrests; and 15 animal citations. Sgt. Johnson went over the call volume by day of the week; time of calls; response times and Part 1 Crimes report.
3. **Magistrate Court report presented by Judge Catherine Kelley.** Judge Kelley confirmed that what goes for the Sheriff Department is reflective of what is happening with the Court. She clarified that the Part 1 Crimes are handled in Superior Court. The misdemeanors and traffic citations are handled in the D-H Court. Judge attended the sentencing of the individual who burglarized Town Hall last year. Judge spoke on behalf of the Town during the sentencing. This individual apologized to the Judge and the Town for his actions. Due to prior convictions, he was sentenced to prison for four years. Overall, the caseload has been normal and there is nothing new.

B. Firewise Quarterly Report

Victoria Wendt gave a summary of the Firewise committee and how they were established and certified in 2016. She welcomed any newcomers to join the committee to reduce wildfire risk. She shared the mission statement of the committee. Ms. Wendt gave updates on the abatement grants. The first original grant is nearly complete. The second grant will be completely finished a complete year ahead of the schedule compliance date. A new grant has been applied for, but will not come into place until year-end or the beginning of next year. The Firewise meeting attendance has increased with 25-30 residents attending. There was a Firewise Booth held in conjunction with the Town Dump Days. They handed out over 200 packets of literature. There was 56.42 tons of rubbish, 339 vehicles and 148 trailers and 50+ cubic yards of mulch. The committee has been working hard to increase the Foothills East area to expand the certified Firewise community. It has been approved with the Department of Forestry & Fire Management and the National Fire Protection Agency and it will go into effect on January 1, 2019. Ms. Wendt covered the statistics on acreage,

structures, and residents in this area.

After working with CAFMA for over 1.5 years, the \$250K project for the Upper Blue Hills water tanks has been approved and covered in their budget. They hope the project will be completed by early 2019. She requested Larry Stone, Co-Chairman of the Firewise Committee to come forth to make comment.

Larry Stone spoke being a resident of the Upper Blue Hills Area and serves as Co-Chairman of Firewise and the Arizona Community Foundation. Firewise met with CAFMA several times and expressed the needs for the water tanks, fire station, pumps, emergency helicopter pad. CAFMA admired the participation of the residents. They evaluated the requests, but could not support the fire station, due to population constraints but they came back with the tanks and pump and they would fund it with the approved \$250K from their budget. He recognized the benefit of Firewise to the Town.

Victoria Wendt noted that the reason Firewise is successful is that there is community buy-in. They have community participation through meetings and volunteer efforts. They have done this because there is a lack of government involvement. Once you involve the government, the community wants to back down.

6. Town Manager's Report

Town Manager Wilson noted that there is a new projector in the Council Chambers, which lends to crisper, cleaner overhead projections.

The Giant service station is at the beginning of the final process for permitting. The Town has approved and sent back to the developer's engineers the final plans for the project; ADOT and Yavapai County Flood Control have approved the project. The Town's comments that went to the developer are modest and the engineers believe they will be incorporated into the process by next week. Once they are accomplished, the developer can move to ADOT and the bonding program that financially secures the work on the site can begin. It takes about a month to get the bonding in place. There will be issuing of permits, fee collection and onsite construction or grading starting within 30 days. ADOT will install traffic control to allow for the excavations and work that need to be done in the right-of-way for the facility.

There have been staff adjustments with Steven Brown having resigned to take on new challenges. Mr. Brown is giving the town two days a week on a short-term basis as a consultant. The process will begin to secure a new Community Development Director.

TM Wilson commented on the rains of almost 6.5 inches in the last three days. There has been debris and washout damage. With shortage of staff the crew has been working very hard. There have been no permanent road closures, which is positive. The work continues on erosion and washouts. The DPW crew has done a great job and he thanked them for their hard work over the weekend.

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. Special Meeting of May 29, 2018

2. Revisions to Study Session & Special Meeting of June 5, 2018

Councilmember Hamilton pointed out that on the minute of May 29th on page 9, the second on the motion needed to be changed from Councilmember Hamilton to Vice Mayor Hughes.

Vice Mayor Hughes made a motion to accept the minutes with the above revision, seconded by Councilmember Wendt. The motion passed unanimously.

B. Approval of Intergovernmental Agreement with Yavapai County Flood Control District for the FY 2018/19

Councilmember Wendt inquired if this is for a special project or for general maintenance such as the washouts experienced this week. TM Wilson replied that they are generally committed to assist in washouts and clean ups, possibly some more capital type work. This would not cover bigger projects like culverts, substantial rock or brickwork.

Councilmember Hamilton made a motion to approve the Intergovernmental Agreement with Yavapai County Flood Control District for the FY 2018/19, seconded by Councilmember Timmons. The motion passed unanimously.

8. Public Comment on Non-agendized Items

Barton Lee McLain spoke in opposition of the Heli Swift site. She noted she gave Council a packet with signatures of citizens who live directly near the site that are opposed to the Use Permit. Their concerns are regarding the Superfund dust and they do not believe the health and safety issues have been addressed. She also noted dissatisfaction that the demonstration is going to be held in Paulden rather than locally. She requests it be changed.

Carmen King spoke in opposition of the Heli Swift site and inquired of the date the demonstration would be held. She spoke of some training helicopters developing metal fatigue and asked that there be proof provided by Heli Swift that this has been addressed. She feels a cinder block fence should be erected as opposed to natural buffer material. She noted that people who like the idea of the school don't have to live there.

Bill Cernak spoke of concern about the fire at Mayer and no road connecting to Highway 69. Mayor Nolan noted that if it is a back road in Mayer it would involve the County, not the Town of D-H. Mr. Cernak said there are gigantic trucks of dirt and gravel going past his house every day. He was asked where he lives, which is Prescott Dells and Misty Dells intersection. Council was not familiar with the reason for the truck traffic in that area.

Councilmember Timmons asked the date of the Heli Swift demonstration. Town Manager Wilson noted there would be a packet going to Council and the interested parties.

Myron King spoke of it being stated that everyone within 300 feet was notified of the Public Hearing. He noted that he lives within 300 feet and he was not notified. He opposed the demonstration being held in Paulden, noting that it appeared they were trying to keep people from attending.

Leigh Cluff spoke of CM McBrady having previously requested the demonstration be held locally, not in Chino Valley and Town Council should vote on where it will be held.

Sandra Goodwin, Chairman of the D-H Friends of the Library, offered good news that they purchased and installed \$800 of shelving from the 25-cent book sale funds.

Steven Burton spoke of being a veteran like Mr. Pena of Heli Swift. He is new to the community and said he was the only one that received a letter on this project.

9. Unfinished Business

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 (Per Council at 6/19/18 Meeting)

Councilmember Wendt reiterated that becoming a 501(c)3 would help establish the longevity of the Firewise Committee. There is no way to fundraise at this time. They have been offered an opportunity to become a model 501(c)3 of this nature. If the Town will fund the 501(c)3 and allow the Town Attorney to work on the establishment, it will take 18 months to complete. She asked that Larry Stone, Co-Chair of Firewise and the Arizona Community Foundation, come forward again to speak.

Mr. Stone spoke of the Firewise Committee having initially raised \$25K before they could access money to help out on projects. They raised half in 1.5 years on their own. The Foundation is committed to making this a worthwhile project forever.

CM Wendt spoke again of the community having bought in to this. It is not a government committee. The Multi-Jurisdictional Yavapai County Mitigation Plan directed it. This is a way for residents to participate in their abatement and Firewise risk. They need someone to help file the paperwork to establish the 501(c)(3). The Town established the committee, they wanted the community participation and the Town needs to fund the process of the 501(c)(3).

Councilmember Hamilton said this was presented originally to Town Council as a liability issue, not a fund-raising issue. He supports Firewise as worthwhile. The liability issue has to be resolved and they need a Town Attorney opinion as to liability with these groups. He spoke of liability possibly being an issue for the new clean up committee, as well. He spoke in opposition of having the Town Attorneys work on this as they represent the Town. If there was an issue between the Town and the Committee, the Town Attorney would then have to recuse, and they would each have to get their own attorneys. He does not have a problem with the Council funding this and setting aside money to proceed, but it should not be the Town Attorney, and he would like a legal opinion on the liability before they proceed.

CM Wendt said that when a corporation is established you have a corporate liability policy coverage over you that would take care of the Town as well. They only need Town Attorney involvement at one point. She asked Town Manager Wilson to speak on this.

TM Wilson said that he respects CM Hamilton's concerns but he could not speak to them. He does not believe that it would be inappropriate or unusual for a Town Attorney to work on these types of things for organizations that are in general benefit and non-profit to the community. In regard to having a liability opinion, he wasn't sure how that would go, the liabilities related to the 501(c)(3) are covered usually by insurance and no individual member is personally responsible, just like Council isn't responsible for a Town act unless they do something personally to break the shield of immunity which governs their conduct. The Town may have liability, but Council Members does not bear personal responsibility. Any further information would have to come from Town Attorney Goodwin.

CM Wendt stated that Council has three choices. They can leave Firewise as it is or have Council approve the funding of the 501(c)(3) and she requests that is with the Town Attorney or have Council take it to a Town Committee. At that point, she believes they will lose the support of the community and the ability to accomplish what they want to accomplish. She will leave it to Council.

CM Timmons asked what CM Hamilton meant when he was speaking of the Firewise Committee and then he brought up the volunteer clean-up community and questioned if they were intertwined. There were comments that they are not related. She then asked CM Wendt why she was opposed to using an outside attorney. CM Wendt stated that she has already spoken with the Town Attorney and she has the information. Starting over with another attorney would double the cost. Town Attorney has the information and she is familiar with what they are doing.

CM Treadway has no problem using the Town Attorney, if she is comfortable, and she can legally do it. He is in support of the 501(c)(3).

CM Hamilton explained to CM Timmons that if Firewise has liability, then the volunteer clean-up committee would as well; they are being formed the same way. The only way to know is with an attorney's opinion.

CM Wendt referred Council to the Yavapai County Multi-Jurisdictional Hazardous Mitigation Plan and the Town said they would establish a committee with representatives from the Foothills, Blue Hills, and the east side of Town adjacent to the state land. The Town formed this committee (Firewise); the Town did not establish the Volunteer Clean-up Committee.

CM Timmons does not believe that any Council or Town employees are involved with the Volunteer Clean-up Committee.

Mayor Nolan noted they are not discussing the Volunteer Clean-up Committee; this is about the Firewise incorporation.

CM Hamilton said he would speak separately to CM Timmons about liability issues and the Volunteer Committee.

Councilmember Wendt made a motion that the Firewise Committee is granted the opportunity to have our Town Attorney establish and provide the paperwork, funding, etc... for the 501(c)(3) and to begin drawing the incorporation paperwork for those purposes, subject to the Town Attorney's approval, seconded by Councilmember Treadway. The motion was approved unanimously.

B. Council to consider funding a one-day-a-month community dumpster on a rotation basis
(Per Council at 6/19/18 Meeting)

Councilmember Wendt said she would like to revise this somewhat. She originally asked for 10 dumpsters on annual basis. After conversation with the Town Manager, she would like to review this and look at how they could assist to the new Volunteer Clean-up Committee by providing them, upon request, with five dumpsters in a fiscal year if they are involved in a large abatement project. She mentioned there is a private citizen with waste management experience who would allow a dumpster on his property or possibly Gary Mortimer would allow one on his property. This would help reduce some of their costs. This would help citizens who are physical disabled or financially unable to do this themselves.

There were Council discussion including concerns about the Town's involvement with the project. There were different ideas regarding locations for the dumpsters; unwanted dumping; and the fact that Town already has two annual dump day events.

CM Hamilton spoke of donating to the new clean-up committee, if they were to incorporate.

CM Wendt spoke of wanting to assist the new organization. This matter is up to Council.

CM Timmons inquired if there was a member from the committee that would like to speak.

Glen Blomgren stated that he is the Director of Country Town Volunteers. He said it is not a committee; it is an organization with a Board of Directors. Based on what he has heard he does not think this idea would be beneficial to the organization. The residents are responsible for dump fees. The organization provides labor, expertise, equipment and so forth. He believes that it is best to keep private things private and public things public.

Gary Mortimer spoke of preferring to keep an arm's length from the Town. The organization is totally separate from the Town. The organization runs on a shoestring with no administrative costs. He is opposed to using the Town to help with the administration.

There was further Council discussion.

CM Hamilton spoke in appreciation of the two public comments. CM Hughes thanked the volunteers for their community participation.

Leigh Cluff requested that Town Council would work with the Town Manager to get their name out to help those who already have complaints against their property. That would be helpful.

Councilmember Wendt withdrew her request for the dumpsters and spoke in appreciation of the committee recommending that they get something in the Newsletter. TM Wilson said they could do that.

C. Council to consider electronic voting system for Council Chambers (Per Council at 6/19/18 meeting)

Councilmember McBrady explained that he would like an electronic voting system where Council votes at the same time without influence and it is posted on the wall behind Council. TM Wilson clarified how the electronic system works. CM Timmons likes the idea especially as if there are people outside; they could see the outcome of the vote through the window. CM Hamilton feels it is unnecessary. CM Treadway asked the Town Manager how many other towns use this type of system. TM Wilson said a great majority, certainly large communities, especially in the Valley. He noted they are not expensive or elaborate. He said this would be in the range of \$4-7K to get this

set up. TM Wilson spoke of recent change to state law that requires that each Council Members' vote be reflected by name in the minutes of the meeting. He thinks the electronic system corresponds to the requirements.

Councilmember McBrady made a motion to go ahead and purchase this, seconded by Councilmember Timmons.

There was further Council discussion.

CM Hughes agrees with CM Hamilton. He feels it is too expensive. He feels the money would be better spent on audiovisual equipment. He votes the way he believes.

Mayor Nolan asked if the system holds the votes and if the Clerk can use this as a reference when typing minutes.

CM McBrady inquired of the Town Clerk if it would be make her process easier. Town Clerk Gibson stated she did not have an actual preference. She would still need to record the votes despite the electronic system; it would not necessarily make her job easier.

Public Comment

Leigh Cluff is in favor of the electronic vote system on behalf of the hearing disabled. Mayor Nolan reminded the public that we assistive equipment for the hearing impaired.

There was Council discussion regarding the current audio/video system difficulties.

CM Timmons called for a vote. The Mayor asked Council to vote on calling the question. The motion to call the question passed by a 6-1 vote, with Councilmember Hamilton voting against.

Mayor Nolan asked for the motion to be repeated. To approve the electronic voting system for the Council Chambers.

CM Hamilton asked how much the system cost. TM Wilson replied that the number was between \$4-7K.

CM Timmons asked for a roll call vote. CM Hamilton – Nay; CM McBrady – Aye; CM Timmons – Aye; CM Treadway – Aye; CM Wendt – Aye; VM Hughes – Nay; Mayor Nolan – Nay. The motion passed by a 4-3 vote.

10. New Business

A. Discuss and possibly make the Firewise Committee a Town Committee (CM Hamilton CAARF)

Councilmember Hamilton noted that the content of this agenda item was determined during Agenda Item 9.A. and Council could move on.

B. Set Up Council Ad Hoc Committee to work with contact Central Arizona Fire & Medical Authority on establishing an "off-road" fire station in Blue Hills (Mayor Nolan CAARF)

Mayor Nolan spoke of the importance of this matter. They are getting water tanks up there and if they could get a station up there to supply medical assistance to everyone back there it would be beneficial to everyone in the area. It is just appointing a committee to communicate with CAFMA.

CM Wendt stated there is already a Firewise Committee who has been working on this for the past one to two years. Establishing another committee to do the same thing is going to do any good. She does not agree - it needs to be left with the Firewise Committee.

CM Hamilton heard earlier tonight that the Blue Hills did not warrant a station, so it is a moot point. The Town has to appoint for Ad Hoc Committees and then it becomes a Town Committee and he is not for that, although he is for having a Fire Station up there.

CM Timmons asked what an off-road vehicle fire station means. Mayor Nolan explained that it would be smaller ambulances and small fire trucks to get up the remote driveways and areas. They would ask CAFMA to set this up as a small remote station that could be manned by a couple people.

CM Timmons asked if Firewise works with CAFMA. Mayor Nolan said Firewise works on abatement and fire; it is not for emergency vehicles or medical. This station would provide quicker service. They could also work with them on the emergency bracelet program, which gets service without calling 911 and can be used as a two-way communication for emergencies. A three-person committee could be set up such as Mayor, Vice Mayor and CM Wendt to speak with CAFMA.

VM Hughes said this would be the first step in a long process to be able to have EMTs to get to people in Blue Hills more quickly. We are trying to get ahead of this, make a step in the process to get something started.

CM Wendt restated he stance that there is a committee working on this and that had read the Mission Statement for Firewise earlier this evening. Firewise has already moved forward in requesting a station and helicopter pad and it has been discussed with Ms. Packard. She does not support an Ad Hoc committee, Firewise is working on it.

There was further discussion between Mayor Nolan and CM Wendt reiterating their previous points.

Town Manager Wilson noted they were getting off topic and this is a CAARF to determine whether they want to discuss this on a future agenda, not to be debated at this time.

CM Timmons inquired if this came back for discussion would it be in a Work Session or Regular Council meeting. TM Wilson said that ultimately a CAARF topic needs to come back to a Regular Meeting.

Councilmember Hamilton made a motion to bring this back for discussion at the Regular Meeting, seconded by Councilmember Treadway. The motion passed by a 6-1 vote, with Councilmember Wendt voting against.

C. Discussion and action to notify the Landlord of the Town's wish to exercise its 2nd one-year extension of the Town Hall lease (Town Hall located at 2735 S. Highway 69, Dewey-Humboldt)

Councilmember McBrady recused himself from this discussion.

Town Manager Wilson explained that the Town has a lease with Mr. McBrady for the Town offices. They had a two-year lease with the option for two one-year extensions. The Town needs to give notice to extend the lease at the same terms for the last year, the fourth year. The fourth year would start January of 2019 and end January 2020. He requested authorization to send notice that they intend to extend the lease.

Councilmember Timmons made a motion to give notice of extension for the final year lease to secure the lease premises that we occupy, seconded by Councilmember Hamilton. The motion was passed unanimously with Councilmember McBrady recusing himself from the vote.

D. Discussion and action to reschedule the August 21, 2018, Regular Council Meeting to August 14, 2018, due to the Town Council's attendance at the Arizona League of Cities & Towns Annual Conference

Town Manager Wilson explained that there is a conflict between the regularly scheduled Council Meeting on August 21st and the Arizona League of Cities and Towns Annual Conference, therefore requesting to reschedule the Regular Council Meeting to August 14, 2018, at 6:30 p.m.

Councilmember Timmons made a motion to change our 21st August meeting to the 14th due to a majority of Council being out of town that week, seconded by Vice Mayor Hughes. The motion passed unanimously.

Mayor Nolan called a 15-minute break at 8:51 p.m.

Mayor Nolan reconvened the meeting at 9:03 p.m.

11. Public Hearing Agenda

A. Public Hearing for FY 2018/19 Final Budget and Resolution 18-131 to adopt the FY 2018/19 Final Budget in the amount of \$3,982,011

1. Staff Report

Town Manager Wilson thanked Staff and Council for their support in his first budget process. He gave an overview of the budget highlights noting that Council has provided for focus on public safety, and the care and upkeep of roads and rights of ways. In addition, they have provided community outreach. There is a gap between the revenues and expenditures of about \$150K. Half of that gap is due to projected retail sales coming in at \$70K less than the conservative estimate. The projected \$150K gap will be resolved almost immediately due to under expenditure in the 17-18 budget, this would be estimated at just over \$100K. The revenues are \$150K short of the expected expenditures, but he believes that number will be captured or reduced to almost nothing by the under expenditures and savings accomplished in the last year's budget.

2. Open Public Hearing

Mayor Nolan opened the Public Hearing at 9:10 p.m.

3. Close Public Hearing

Mayor Nolan closed the Public Hearing at 9:11 p.m.

4. Council Discussion and Action

CM Treadway was concerned as to whether it was right to pass a budget that is \$150K under. He understands there are under expenditures from the previous year, but that is still short. TM Wilson explained the shortage and different ways to look at it, as well as some history on previous budgets and shortages. There are a number of way that this budget has flexibility provided by law but which does create the gap you are speaking to. The \$150K won't come in revenues; it will have to be found in savings, under expenditures or reserves.

CM Timmons asked for confirmation that \$100K would be recouped from last year. TM Wilson confirmed this. CM Timmons asked if there would be savings next year. TM Wilson indicated that there is already a savings from not filling Mr. Brown's position yet. He noted that this budget is very close to what has been done the last five years.

Councilmember Hamilton read a statement concerning the issues he had with the budget process and what he viewed as errors in the budget. He thought some things were different at the last budget meeting from what he remembered. He consulted all the video of the meetings and found what he felt were several errors. Some of the errors noted were Mayer Meals on Wheels being increased from \$2500 to \$4000; HURF fund being decreased from \$70K to \$75K without Council approval. Several other items were changed in the budget: added \$2K to operate the Community Center; added \$1K for Community Center rent; \$5K for new sound system for exterior of Council Chambers; and deleted \$7,500 for buying meals from Meals on Wheels. The last three items were not reflected in the budget. He said that CM Treadway had asked that each item have its own line number so it would be easier to track expenditures - that did not occur. At the June 19th meeting, there were several new items proposed: \$6K for the Historical Society's rent which was approved, somehow there was \$8,400 in that line already, which would be a \$2,400 savings. The Town has a policy called the Principles of Sound Financial Management. He spoke of how to handle recurring budget items and one-time expenses separately. He spoke of other things he felt did not comply with Principles of Sound Financial Management regarding rolling over funds from a previous budget and gave examples. He noted this was the first time since he had been on Council that there were errors in the budget. He noted that some of the items he mentioned earlier may be in the budget, but in a different spot. He would be able to support the budget, if amended, but he was very unhappy with the process.

CM Wendt asked for clarity on reserves. Is the \$4M in reserves the LGIP fund. TM Wilson confirmed this. She asked if once this is all rolled over, would they have to tap into the contingency fund to make up the budget deficit? TM Wilson does not believe that will

necessarily happen. He believes that the Town will receive revenues that exceed what has to be spent. One of the areas mentioned by CM Hamilton that won't be expended is the \$50K Clearview turnout, as it will be rolled over. There is a constraint regarding how information is loaded into the system, which is why there weren't as many independent, new line items. He will become more familiar with the program and do better in the future. Five or six years of budgets were studied and we are right in there. Revenue streams were not as positive as expected. Town Manager Wilson feels this is a straightforward budget. Money will not be spent on anything Council has not approved.

CM Timmons asked if CM Hamilton's concerns could be addressed at this meeting. TM Wilson said he would need to sit with CM Hamilton to go over them. Council was provided a breakdown on the Community Outreach items. CM Hamilton said that he did not get the breakdown.

CM Hamilton noted that the Mayer Meals on Wheels was initially \$2500 but in the budget it was \$4000. TM Wilson said that CM Treadway had asked for an increase. CM Hamilton said that it needed to be voted on. He did not see any of this in the video he reviewed. CM Hamilton reiterated the items he viewed as errors and again noted that there were too many errors in the budget.

TM Wilson said he disagreed with CM Hamilton's statement on the issue of errors. If you approve this budget, you are approving the monies you discussed, for the purposes you discussed, and they will be expended for those purposes, as long as he is here, as articulated in the budget. Any adjustments, by law, have to come to Council.

Councilmember Timmons made a motion to accept the budget as produced, seconded by Councilmember Wendt.

CM Timmons asked if the \$5K for the sound system is in the budget. TM Wilson said that this was under the IT line item.

Mayor Nolan called for the vote on the motion. The motion passed by a 5-2 margin, with Councilmembers Hamilton and McBrady voting against.

12. Adjourn The meeting was adjourned at 9:45 p.m.

Terry Nolan, Mayor

ATTEST:

Julie Gibson, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
AUGUST 14, 2018, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, AUGUST 14, 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 6:32 p.m.
2. **Pledge of Allegiance** Councilmember Hamilton led.
3. **Invocation** Given by Councilmember Timmons.
4. **Roll Call** Town Council Members: Jack Hamilton, Mark McBrady, Amy Timmons, Victoria Wendt, Vice Mayor John Hughes and Mayor Terry Nolan were present. Councilmember Doug Treadway was absent.
5. **Announcements regarding Current Events; Guests; Appointments; and Proclamations**

A. Presentation of 2017 Volunteer of the Year Award

Mayor Nolan presented a certification of recognition to the Dewey-Humboldt 2017 Volunteer of the Year Recipient, Lindsay Statler, in recognition of her dedication and hard work as President of the Dewey-Humboldt Little League organization.

B. Child Support Awareness Month Proclamation

Mayor Nolan read a proclamation in recognition of Child Support Awareness Month.

6. Town Manager's Report

Town Manager Wilson spoke of the recent monsoon storms commending Public Works Director Ed Hanks and the Department of Public Works for their hard work and effort repairing the storm damage.

A. Update on Heli-Swift Use Permit UP 17-003 Demonstration and Public Hearing

Town Manager Wilson gave an overview of the Heli-Swift Use Permit progress. Council chose to continue this matter beyond the initial hearing of May 15, 2018, which would allow for a demonstration of the training helicopter. A demonstration was scheduled and noticed for Saturday, September 8, 2018, at noon on the property site located on Omega Drive. The continuation of the Public Hearing was scheduled to take place after the demonstration at the Regular Council Meeting on September 18, 2018. Certified mailings of these notices were mailed out on 8/9/18 to property owners within 300 feet of the site, as well as to other interested residents. Town Manager Wilson received word over the weekend that Mr. Pena had transported the training helicopter to his property site on Saturday, 8/11/18, to conduct the demonstration. TM Wilson is not sure how there was a miscommunication on the dates and he noted that Mr. Pena was not able to provide an explanation. TM Wilson hopes that Mr. Pena will agree to conduct another demonstration on 9/8/18. The Public Hearing will be held on September 18, 2018, there may be a change to the demonstration and he will keep Council and the residents updated.

Public Comment

Myron King – spoke of being an Omega Drive resident and that he heard the helicopter engage on Saturday and he drove down to view. The trainer was shut off shortly after he arrived but what he did hear was not excessively noisy. If a demonstration showed that it was quiet, he may reconsider his position. He said that Mr. Pena appeared to be a nice guy. He felt that if more people were able to view and hear the training helicopter, they

might change their idea, as well. He recommended a second demonstration be held on-site.

There was some Council discussion regarding the date, time and the probability of a second demonstration. TM Wilson said that he would convey to Mr. Pena that Town Council feels the demo has meaning and that Council will be open-minded.

Leigh Cluff – spoke of having received the notice in the mail and that there were conflicting dates. TM Wilson clarified that the correct date is September 8, 2018.

7. Consent Agenda - None

8. Public Comment on Non-agendized Items

Ray Smith of Lost View Lane – inquired if Town Council was aware of the contamination of well water in his area. Mayor Nolan spoke of the water test kits that were passed out the last two years. Mr. Smith asked if the results from these tests were private. Mayor Nolan confirmed this. Mr. Smith spoke of the extreme arsenic level and asked for some guidance from the Town. He has contacted DEQ and the EPA and received a nonchalant response. He asked for guidance or help on this matter.

Karen Brooks - spoke of a possible ethic violation involving a rumor that when Town Council dismisses the Town Manager in Executive Session later this night, that he has hired himself back in as the Code Enforcement Officer for the Town. This would be void and is only a rumor. She wanted everyone to be aware.

David Nystrom – thanked the Town Council for their support of the Dewey Humboldt Historical society. It is greatly appreciated. They began their move to the farm with the transition of some of the outdoor exhibits over the weekend. He also thanked the Mortimers for their generosity in working with DHHS and providing a new home for their museum to tell the story of the local farming, ranching and mining history.

9. Unfinished Business - None

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

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

Town Manager Wilson spoke of the request received from DHHS to use the right of ways and the Main Street property, as in past years, for the Agua Fria Festival on September 22, 2018.

David Nystrom and Sue Palacio of DHHS gave an overview of the upcoming plans and their desire to use the property as in the past. They have the required insurance and submitted the Special Event Application. Ms. Palacio cited that this would be a fantastic festival, bigger and better than ever.

Councilmember Hamilton made a motion to approve the Special Event Permit for the Historical society to hold the Agua Fria Festival, seconded by Councilmember Wendt.

The vote result was CM Hamilton – aye; CM McBrady – aye; CM Timmons – aye; CM Treadway – absent; CM Wendt – aye; Vice Mayor Hughes – aye; Mayor Nolan – aye. The motion passed unanimously.

B. Mortimer Family Farms Use Permit UP 2013-03 Extension located at 12907 E. State Route 69, Dewey, AZ 86327 (approve, deny or send the extension matter for further revision)

Town Manager Wilson gave an overview of the Use Permit explaining that this was a five-year permit, which will expire on 9/13/18, and the application would grant a five-year extension. He noted that the permit applies to a portion of the Mortimer Family Farm property along Highway 169. This application did not require publication or posting. Town Staff made an inspection upon receiving the application, noted an unpermitted structure, and requested that it be removed. The Mortimers met the request and effectively removed the structure. Staff recommends a five-year extension as long as there are no material changes to the original uses.

Councilmember Hamilton did not feel a fee should be charged for the permit as he felt it was a Special Event permit, not a Use Permit.

TM Wilson explained that the permit the Mortimers applied for covers ongoing uses that occur on a daily basis on the property. It is identical to the previous permit.

Vice Mayor Hughes spoke of being very familiar with this process as it is much like his Use Permit for his facility. In layman terms, this is a continuation. The Mortimers do not want to have to come back every few months. This is an extension of what they are doing now. He encouraged the Mortimers to speak on his interpretation.

Sharla and Gary Mortimer spoke of being honored to be the owners of Mortimer Farms in D-H and appreciate the five-year extension of the permit. They would like to continue with the use permit, which covers the day-to-day operations. They do apply for Special Use permits for the bigger events held on-site.

Gary Mortimer spoke of the structure that was removed from the site noting that they received initial permission to construct it and they were later tagged with a stop work order. Ms. Mortimer came into see Judge Kelley four times. There were also miscommunications over mailings of court date appearances, which he felt was crooked. He spoke of situations like this happening to other residents in the community and that it does not build bridges in the community.

Vice Mayor Hughes asked if he had interpreted the extension application correctly. Mr. Mortimer confirmed VM Hughes interpretation.

There was further Council discussion regarding the structure and the permit.

Sharla Mortimer spoke of the Judge telling her that the structure was within the Use Permit; however, they did move the structure in order to receive the permit extension.

CM Wendt made a motion to approve the extension of Mortimer Family Farms Use Permit UP 2013-03, seconded by CM Timmons.

The vote result was CM Hamilton – aye; CM McBrady – aye; CM Timmons – aye; CM Treadway – absent; CM Wendt – aye; Vice Mayor Hughes – Aye; Mayor Nolan – aye. The motion passed unanimously.

C. Discuss and possible action on the Town Manager's Employment (preferably an Executive Session) (CM Hamilton CAARF)

Councilmember Hamilton spoke of not being able to move forward on this item as the Town Manager's contract required seven Council Members be present for a vote. He recommended postponing this matter. Town Attorney Goodwin confirmed that a seven member Council vote was required, if there was to be a termination. There was Council

Town Council Special Meeting Minutes, August 14, 2018
discussion regarding upcoming meeting dates with Council consensus to postpone this matter to the September 18, 2018, Regular Council meeting.

D. Executive Session

This item was postponed to the September 18, 2018, Regular Council Meeting.

Vote to recess to Executive Session

1. An Executive Session pursuant to A.R.S. §38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of Tom Wilson, Town Manager and pursuant to A.R.S. §38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding the Employment Contract between the Town of Dewey-Humboldt and Tom Wilson, Town Manager.

Close Executive Session

E. Discussion and possible action regarding the employment or termination of Tom Wilson, Town Manager, and/or give direction to Staff with respect to the employment of Tom Wilson, Town Manager.

This item was postponed to the September 18, 2018, Regular Council Meeting.

11. Public Hearing Agenda - None

12. Whether to hold additional special session(s) this month – None

13. Adjourn The meeting was adjourned at 7:40 p.m.

Terry Nolan, Mayor

ATTEST:

Julie Gibson, Town Clerk

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

This Second Amendment to the Accountability Contract between the Town of Dewey-Humboldt and the Dewey-Humboldt Historical Society is made and entered into this ___ day of September, 2018, 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, 2019, whichever is earlier, Contractor agrees to use the funds of up to \$500 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, 2019, Contractor shall use the funds received from Dewey-Humboldt of up to \$500 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 Second Amendment to the Accountability Contract between the Town of Dewey-Humboldt and the Dewey-Humboldt Historical Society, effective July 1, 2018.

Town of Dewey-Humboldt

Dewey-Humboldt Historical Society

Terry Nolan, Mayor

By:
Its:

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 \$500 for up to 12 months from the effective date of this Amendment No. 2 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 2018-2019. 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.

CONTRACT FOR LEGAL SERVICES

This Contract made and entered into this _____ day of September, 2018, between the Town of Dewey-Humboldt, Arizona, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter “Town” and Carrie A. Montavon, P.L.L.C., an Arizona professional limited liability company, hereinafter “Montavon” or “Contractor”.

RECITALS

1. Town requires the services of a Town Prosecutor to provide legal services to it.
2. Montavon desires to provide prosecutorial legal services as an independent contractor for Town in the capacity of Town Prosecutor.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, Town and Montavon agree as follows:

TERMS

1. Appointment of Town Prosecutor: Town hereby appoints and retains Montavon as its Town Prosecutor. Town shall retain separate counsel to provide general civil municipal services.
2. Scope of Work:
 - a. Montavon shall provide the services described and set forth in Exhibit A, Scope of Services (“Work”), which is attached hereto and incorporated herein.
 - b. Montavon shall supervise and direct the Work, using its best skill and attention and Town shall not have authority to supervise or control the work of Montavon or Montavon’s employees. Montavon shall be solely responsible for all means, methods, techniques, sequences, procedures and for coordinating all portions of the Work. Montavon shall be responsible to the Town for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the Work.
 - c. Montavon is not entitled to worker’s compensation benefits from Town.
 - d. Montavon is free to establish and control its times of performance of the Work and Town shall not dictate times of performance.
 - e. Montavon is not required to perform work exclusively for the Town during the term of this Contract.

f. Town and Montavon will retain separate business operations.

3. Standard of Performance: Montavon agrees to faithfully represent the interests of Town as its Town Prosecutor and to provide, furnish, and pay for all of Montavon's non-reimbursable overhead expenses and to make available equipment necessary to accomplish those ends. Montavon employees shall be available at all reasonable times to render the services required hereunder.

4. Extent of Services: Montavon shall devote the necessary time and attention to its obligations as specified in this Contract. Town recognizes that Montavon shall also be allowed to engage in the private practice of law which includes representing clients other than Town. The parties acknowledge that there will be situations where Town may contract with other persons to provide legal services beyond the scope of Montavon's obligations under this Contract, in the event Montavon has a conflict, that would prevent Montavon from representing the Town in a matter.

5. Payment: All compensation shall be paid by Town within fifteen (15) days of receipt of invoices, statements or billings therefor, unless the Parties otherwise agree in writing. Invoices shall be provided by Montavon at least, but no more than, once monthly. No payment shall be made by Town without receipt of an invoice therefor.

6. Contract Fee: Montavon shall be paid \$1,800.00 per month for the Work as rendered by it and its employees.

7. Contract Term: The term of this Contract will commence on September 1, 2018, and continue for a period of two (2) years therefrom or otherwise as may be set forth in Exhibit A.

8. Independent Contractor: This Contract does not create an employee/ employer relationship between the parties. It is the parties' intention that Montavon will be an independent contractor and not the Town's employee for all purposes including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Arizona revenue and taxation laws, Arizona workers' compensation law, and Arizona unemployment insurance law. Montavon will retain sole and absolute discretion and judgment in the manner and means of carrying out Montavon's activities and responsibilities hereunder. Montavon agrees that it is a separate and independent enterprise from Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the Work. This Contract shall not be construed as creating any joint employment relationship between Montavon and Town and Town will not be liable for any obligation incurred by Montavon including, but not limited to, unpaid minimum wages and/or overtime premiums.

9. Office Facilities: Montavon shall furnish assistance to Town from Montavon's office, other attorneys' offices and such other facilities and services normally suitable and adequate for the performance of the duties as set forth in this Contract.

10. Labor and Materials: Montavon shall provide, pay for and insure, under the requisite laws and regulations, all labor, materials, equipment, and transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

11. Indemnification: Montavon and its Surety, their successors and assigns, shall appear, defend, indemnify and hold harmless Town, members of Town's governing body, its officers, agents, representatives, successors and assigns from and against all claims of any character or nature, demands, suits, actions, costs including, but not limited to, wages or overtime compensation due employees in rendering services under this Contract, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities, whether direct or indirect, and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act or any other federal or state laws, arising out of the Work performed under the terms of this Contract, or on account of any act or omission by Montavon or its agents, employees or representatives, or from any claims or amounts arising or recovered under Workers' Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of Montavon, its agents, employees or representatives to fulfill Montavon's obligations under this Contract. It is the intent of the parties to this Contract that Town shall, in all instances, be indemnified against all liability, losses, and damages of any nature whatsoever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Contract. The provisions of this paragraph shall survive termination of this Contract.

12. Governing Law: This Contract shall be governed by the laws of the State of Arizona.

13. Insurance: Montavon shall purchase and maintain professional liability insurance in minimum amounts of \$250,000.00 per specific claim and \$500,000.00 per aggregate claim per occurrence. Certificates of Insurance, acceptable to Town and designating Town as an additional insured, shall be filed with Town prior to commencement of the Work. The Certificates shall contain a provision that coverage is supported and that the policies will not expire, be canceled or changed until all Work has been completed.

14. Termination: Town may terminate this Contract at any time, with or without cause, at the direction of the Town Council. Montavon may terminate this Contract upon a minimum of thirty (30) days' notice.

15. Successors and Assigns/Benefit: This Contract shall inure to the benefit of and be binding upon Montavon and its successors and assigns. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the previous written consent of the Town. In the event any employee of Montavon should leave the firm or be unable to act during the term hereof, the remaining member or members of the firm shall perform all services required hereunder and, at Montavon's option, additional qualified personnel may at any time be added to the firm to perform said services.

16. Rights and Remedies: The duties and obligations imposed by this Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Town or Montavon shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence of any briefs thereunder, except as may be specifically agreed in writing.

17. Litigation: If either party to this Contract is required to enforce the provisions of any or all terms of this Contract by arbitration or litigation, the prevailing party shall be entitled to recover from the losing party all costs and attorneys' fees incurred herein.

18. Notices: Any notice required or permitted to be given under this Contract shall be sufficient if in writing and if sent by certified or registered mail to the other party at the respective offices listed below:

Town of Dewey-Humboldt
P.O. Box 69
2735 South Highway 89, Suite 12
Humboldt Station, Humboldt, AZ 86329
Attn: Town Manager

Carrie A. Montavon, P.L.L.C.
P.O. Box 10461
Prescott, Arizona 86304

Attn: Carrie A. Montavon

19. Conflict of Interest: Under Section 38-511, Arizona Revised Statutes, as amended, Town may cancel any contract it is a party to within three years after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Town is, at any time while the contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. In the event Town elects to exercise its rights under § 38-511, Arizona Revised Statutes, as amended, Town agrees to immediately give notice thereof to Montavon at the address specified above.

20. Entire Agreement: This instrument contains the entire Agreement of the parties. This Contract may be changed only by a written agreement signed by both parties.

21. Sudan and Iran: Contractor warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledges that any subcontractor who is contracted by Contractor to perform work pursuant to this Contract shall warrant that they do not have scrutinized business operations in Sudan or Iran.

22. Immigration Law Compliance Warranty:

a. 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.

b. If Contractor uses any subcontractors in performance of the Work, 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.

c. 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. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town, at its option, may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

d. Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.

e. If state law is amended, the parties may modify this paragraph consistent with state law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at the Town of Dewey-Humboldt, Arizona the day and year first above written.

TOWN OF DEWEY-HUMBOLDT

CARRIE A. MONTAVON, PLLC

By: _____
Terry Nolan, Mayor

By: _____
Carrie A. Montavon

ATTEST:

Julie Gibson, Town Clerk

APPROVED AS TO FORM:

Susan Goodwin, Town Attorney
Gust Rosenfeld P.L.C.

EXHIBIT A

SCOPE OF SERVICES (“WORK”)

1. Montavon shall serve as a Town of Dewey-Humboldt Prosecutor and shall prosecute and/or manage the disposition of all misdemeanor criminal actions filed through the Magistrate Court in accordance with applicable State and Federal laws.
2. Montavon shall perform services in accordance with the standards, canons, and practices approved by the State Bar of Arizona and other applicable professional standards.
3. Montavon shall prepare for, and appear at, all court proceedings pertaining to all misdemeanor criminal actions including, but not limited to, pretrial conferences, motions, jury and non-jury trials, evidentiary hearings, sentence reviews, revocation of probation hearings, special hearings, oral arguments, sentencings, orders to show cause, appeal proceedings and special actions, as well as appeals to higher courts. Montavon shall confer with town staff on criminal cases at town staff’s request.
4. Montavon shall provide a substitute prosecutor when unable, for any reason, to appear in Court. Substitute counsel shall not be used routinely. In general, substitute counsel shall be used only when Montavon cannot serve as Prosecutor because of legal conflict, illness, vacation or prior legal commitment in another Court. Contractor shall provide Town and the Town Attorney with the name(s), address(es) and telephone number(s) and professional resumes of substitute counsel who will be responsible for providing prosecutorial services. No counsel shall be offered as a substitute for performance of prosecutorial services without the prior written consent of the Town Attorney. Such consent shall not be arbitrarily or unreasonably withheld or withdrawn.
5. At no time shall Montavon’s private practice caseload reach such a level, during Montavon’s service as Prosecutor, so as to jeopardize Montavon’s ability to complete a case as Prosecutor.
6. Montavon shall provide, furnish, and pay for all of its overhead expense including, but not limited to, office space, telephones, transportation, photocopies, photographs, office supplies, reports, secretarial services, publication of briefs, and shall make available equipment necessary to perform the services required by this Contract.
7. Montavon shall provide the Town Manager with a report of its active and resolved cases on a monthly basis. The report shall include summary information as to the nature of the case, and status of the proceedings on each case.

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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

September 18, 2018 – 6:30 p.m. Town Council Meeting Chambers

Agenda Item 9. 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 with the trainer being stored inside a building when not in use.

To: Mayor and Town Council Members
From: Tom Wilson, Town Manager
Date submitted: September 15, 2018

Summary:

On May 15th the Town Council held a Public Hearing to evaluate a Request for a Use Permit to allow the operation of a trade school (a helicopter training school) on the property located at 2845 S. State Route 69 – zoned C3-35.

While a trade school is a use specifically identified as appropriate in the C3-35 zone, a Use Permit is required when the C3-35 zoned property is contiguous to residentially zoned property. In this case the C3-35 zone site is contiguous to property directly to the east which is zoned R1-12.

A Use Permit requires the Council to consider the potential impact of the requested use – trade school (helicopter training) on:

- Significant increases in vehicular and pedestrian traffic
- Nuisances from noise, dust, gas, odor, vibration, smoke, heat or glare
- Downgrading of property values
- Incompatibility with existing adjacent structures and uses
- Nuisances from inadequate control of disruptive behavior

The applicant has offered mitigation for the issues raised on May 15th which were: noise, dust, and hours of operation.

This is a legally noticed continuation of the Public Hearing initiated on May 15, 2018. Today:

- Staff will present a brief review
- The applicant will make a presentation
- The Public Hearing will be reopened for public comment

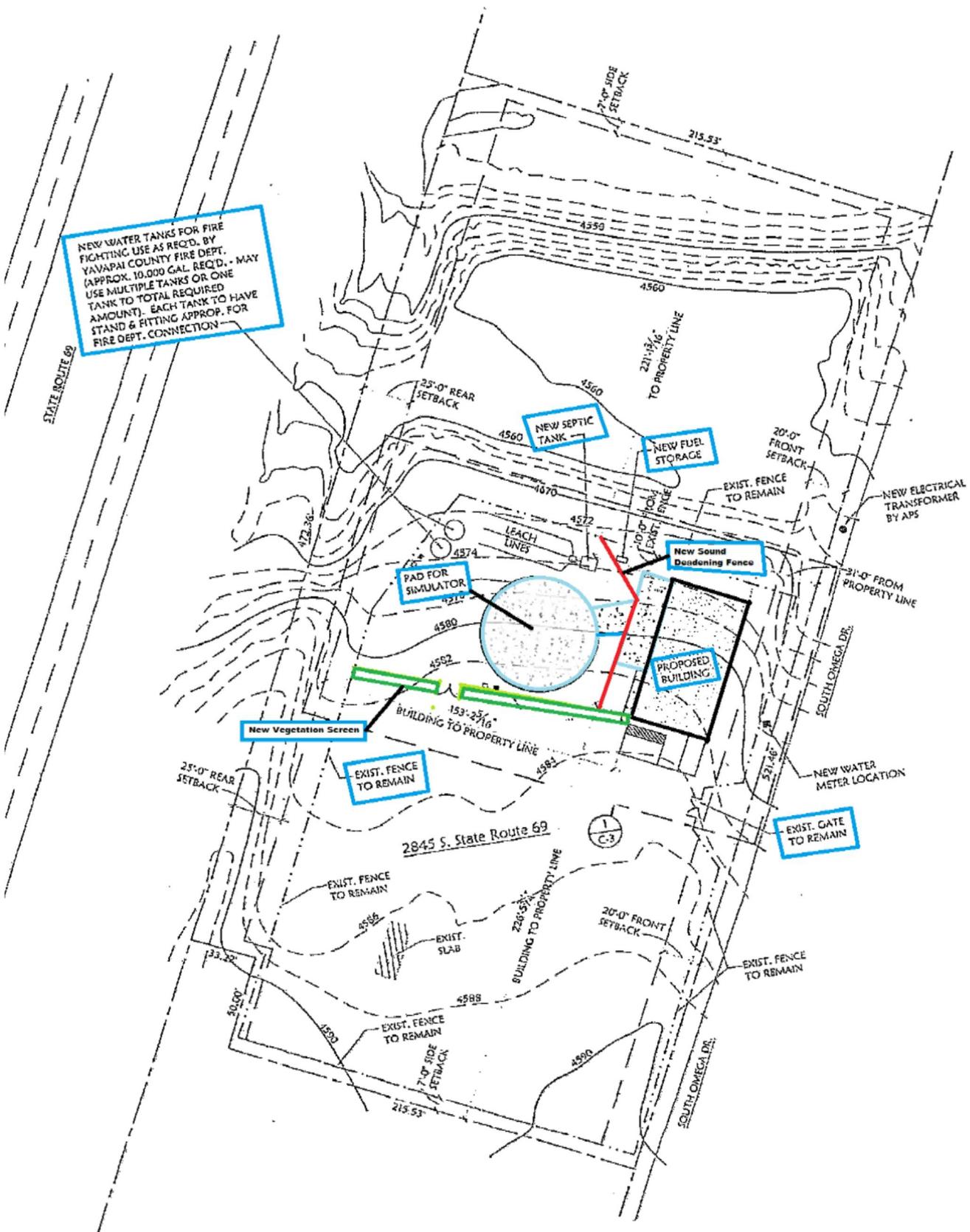
- The applicant will be able to address comments presented
- The Public Hearing will be closed
- The Mayor & Council will deliberate and may approve or deny the Use Permit.

Recommendation:

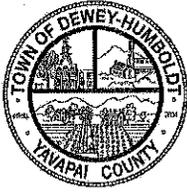
The applicants, at all times and in all respects, have exhibited a willingness to address valid issues and concerns with a positive attitude toward identifying mitigations that can be implemented to address them. Therefore, Staff recommends that the Council should consider approving this application 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 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 80 dB at any time. The applicant will provide monthly monitoring of noise levels for the first six (6) months of operation. 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 80 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 the 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 mitigate 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.
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.



NEW WATER TANKS FOR FIRE FIGHTING USE AS REQ'D. BY YAVAPAI COUNTY FIRE DEPT. (APPROX. 10,000 GAL. REQ'D. - MAY USE MULTIPLE TANKS OR ONE TANK TO TOTAL REQUIRED AMOUNT). EACH TANK TO HAVE STAND & FITTING APPROP. FOR FIRE DEPT. CONNECTION



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

TO: Mayor and Council Members

FROM: Tom Wilson, Town Manager

DATE: September 7, 2018

RE: Heliswift Aviation Flight Trainer Demo Sound Readings

Attached please find the sound readings taken at the flight trainer demonstration held on Sept. 7th, as well as a list of attendees.

**HELISWIFT AVIATION FLIGHT TRAINER
DEMONSTRATION EVENT SOUND READINGS**

9/7/18

<u>Attendee</u>				
Jason	Berg			
Joe	Brana			
Cheryl	Brandjes			
Karen	Brooks			
Ulys	Brooks			
Kurt	Browner			
Gus	Browner			
Freida	Burton			
Steven	Burton			
Barrie	Clark			
Leigh	Cluff			
Lynn	Collins			
Frank	Davidson			
Judy	Davidson			
Ken	Dolan			
Beth	Evans			
Ed	Hanks			
John	Hughes			
Myron	King			
Barton	Lee McLain			
Tom	Mallette			
Robert	Matthis			
Mark	McBrady			
Kevin	McGovern			
Jason	Metcalfe			
Kevin	Milam			
Gary	Mortimer			
Luis	Pena			
Diana	Pena			
Patty	Tapp			
Jessie	Taulbee			
Sue	Tone			
Doug	Treadway			
Vicki	Wendt			
Margaret	White			
Tom	Wilson			
Ann	Wilson			
Nancy	Wright			
Would not give name. The lady said, "The Mayor knows who I am."				
Note: At least two individuals were assisting Luis w/set-up, etc. Their names are not noted.				

August 18, 2018

TOM WILSON: TOWN MANAGER DEWEY-HUMBOLDT

PO BOX 69
HUMBOLDT, AZ 86329

Dear Tom,

Thank you for the information packet regarding the consideration of the helicopter pilot training facility of HeliSwift Aviation. My wife and I have discussed the contents in detail. We truly wish Mr. Luis Pena and his company only the best of luck in this new venture. While we understand the business plans in entirety we do not find the business appropriate for the proposed location. That is an area surrounded by lower lying residential areas, some not fully built out yet. Many homes and lots with rural appeal and ranch animals that will not respond well to the potential of six days a week operational noise and rotor wash.

As property owners located in very close proximity to the proposed location, we strongly oppose the proposed location within the town of Dewey-Humboldt and suggest that Prescott Municipal Airport and its surrounding industrial complex would be a much better fit. Albeit an understandably more expensive parcel to acquire for a startup venture like this, it is certainly more suitable and sustainable.

We will not attend the demonstration or the town hearing but would vocalize this same message of objection if we were.

Sincerely,



Ray Robbins



Danielle Robbins

AGREEMENT BETWEEN THE GREATER PRESCOTT REGIONAL ECONOMIC PARTNERSHIP AND THE TOWN OF DEWEY-HUMBOLDT

The Council of the Town of Dewey-Humboldt has approved participation in and support of the Regional economic development program of the GREATER PRESCOTT REGIONAL ECONOMIC PARTNERSHIP (“GPREP”), an Arizona non-profit corporation. The purpose of this agreement (“Agreement”) is to set forth the Regional economic development program that GPREP agrees to undertake, the support that Dewey-Humboldt agrees to provide, the respective roles of GPREP and Dewey-Humboldt, and the payments of Dewey-Humboldt to GPREP for the fiscal year July 1, 2018 - June 30, 2019.

I. RESPONSIBILITIES OF GPREP

A. MISSION: GPREP works with the Quad Cities of Prescott, Prescott Valley, Chino Valley, and Dewey-Humboldt to create a Regional identity in order to make the Region more conducive for local companies seeking to expand and more competitive in the attraction of new quality businesses and capital investment to the Greater Prescott Region (“the Region”).

B. GOALS: GPREP is guided by and strategically focused on two specific long-range goals:

1. Marketing the Region to generate qualified business/industry prospects within the targeted economic clusters.
2. Leveraging public and private partners and resources to locate qualified prospects, improve overall competitiveness, and sustain regional vitality.

C. RETENTION AND EXPANSION POLICY:

1. GPREP’s primary role is developing the Region’s marketing strategy for the attraction of high wage, base industry jobs within defined industry clusters in coordination with representatives of GPREP member communities; therefore, retention and expansion of existing businesses is primarily a local community responsibility.
2. GPREP will support its member communities’ efforts to retain and expand existing businesses through coordinating Regional support and providing data for the retention and expansion projects.
3. GPREP will advise its member communities when an existing company contacts GPREP regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

D. ACTION PLAN AND BUDGET: In accordance with the Mission, Goals and Retention and Expansion Policy set forth above and subject to the availability of adequate funding, GPREP shall implement the Action Plan and Budget adopted by GPREP’s Board of Directors. A copy of the **updated 2013-2016 Action Plan** (to be hereunto referenced as the 2016-2019 Strategic Plan) will be available upon request. Dewey-Humboldt was informed of any changes in the originally adopted GPREP Action Plan, which will materially affect or alter the priorities established therein. GPREP

has solicited the input of Dewey-Humboldt on the update to the existing *2013-2016 Action Plan*.

- E. ECONOMIC DEVELOPMENT SERVICES:** GPREP’s implementation of the *2016-2019 Strategic Plan* and economic development services under this Agreement shall be to market the Region and encourage new industries, businesses, services, investments, and resources to locate within the Region. This initiative involves the cooperation and coordination among each member community, local business and organizations. Accordingly, Dewey-Humboldt and GPREP covenant and agree to work together in a productive and harmonious manner to further GPREP’s mission through the implementation of the goals outlined in the *2016-2019 Strategic Plan*. Dewey-Humboldt and GPREP further covenant and agree to comply with the Regional Cooperation Protocol as provided as **Attachment A**.

In the event of changing market conditions, funding availability, unforeseen expenses, or other circumstances beyond GPREP’s reasonable control, the strategies outlined in the *2016-2019 Strategic Plan* may be revised with the input and approval from the designated members of GPREP’s Economic Development Business Action Team (“BAT”). The BAT is comprised of economic development and management staff from the four municipalities, higher education, economic development organizations, the Yavapai-Prescott Indian Tribe, state agencies, and others involved in the economic development in the Region. GPREP will facilitate monthly meetings with the Business Action team to discuss and make decisions that relate to the implementation of the *2016-2019 Strategic Plan*.

- F. REPORTS:** GPREP shall provide to Dewey-Humboldt the following reports and information at scheduled Board and BAT Meetings:
1. A report on achievements outlined in the *2016-2019 Strategic Plan*.
 2. A list of individuals and/or entities inquiring about starting or expanding a business in the Region and any follow-up to those inquiries.
 3. An annual written report to Dewey-Humboldt at the end of each fiscal year.
 4. A minimum of one presentation to the Town Council during each fiscal year.

II. RESPONSIBILITIES OF DEWEY-HUMBOLDT

- A. STAFF SUPPORT:** Dewey-Humboldt shall provide staff support to GPREP’s economic development efforts as follows:
1. Dewey-Humboldt shall provide an economic development representative to the BAT.
 2. Dewey-Humboldt shall cooperate in the continued improvement on how the Region responds to business inquiries in terms of format, content, and communication.
 3. Dewey-Humboldt shall respond to leads or prospects referred by GPREP in a professional manner and within the time frame specified by the lead or prospect, if Dewey-Humboldt desires to submit a package for consideration as outlined in the Project Tracking Policy (P-Track) provided as **Attachment B**.

When available and applicable, Dewey-Humboldt agrees to provide its response in the format developed jointly by the BAT and GPREP.

4. Dewey-Humboldt shall provide appropriate local hospitality, tours, and briefings for prospects visiting building and sites within the town limits of Dewey-Humboldt.
5. Dewey-Humboldt shall respond in a timely manner to any requests by GPREP for information about the town for marketing materials, business development activities, such as trade shows, and business inquiries.
6. In order to enable GPREP to be more sensitive Dewey-Humboldt's internal requirements and operating procedures, Dewey-Humboldt may at its sole option, deliver to GPREP copies of any Dewey-Humboldt approved economic development strategies, work plan, programs and evaluation criteria. GPREP shall not disclose the same to the other municipalities or participants in GPREP or their representatives.
7. Dewey-Humboldt shall utilize its best good faith efforts to appoint an economic development professional to represent Dewey-Humboldt at all marketing events and other functions in which Dewey-Humboldt has committed itself.
8. Dewey-Humboldt agrees to work with GPREP to improve Dewey-Humboldt's competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for Dewey-Humboldt.

B. RECOGNITION OF GPREP: Dewey-Humboldt agrees to recognize GPREP as Dewey-Humboldt's officially designated Regional economic development organization for marketing the Region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES

A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE: Representative(s) of Dewey-Humboldt shall be entitled to participate in GPREP's marketing events provided that such participation shall not be at GPREP's expense. When requested and appropriate, GPREP will use its best efforts to provide technical assistance and support to Dewey-Humboldt's economic development staff for business prospects identified and qualified by Dewey-Humboldt and assist Dewey-Humboldt with presentations to the prospect in Dewey-Humboldt or the prospect's corporate location.

B. COMPENSATION:

1. Dewey-Humboldt agrees to pay **\$0.00** for services to be provided by GPREP pursuant to the Agreement during the fiscal year ending on June 30, 2019, as set forth in this Agreement. The payment by Dewey-Humboldt may, upon the mutual and discretionary approval of the board of directors of GPREP and Dewey-Humboldt's Council, be increased or decreased from time to time during the term hereof in accordance with the increases or decreases of general application in the per capita payments to GPREP by other local governments which support GPREP.

2. Funding of this Agreement shall be subject to the annual appropriations of funds for this activity by the Dewey-Humboldt Council pursuant to the required budget process of Dewey-Humboldt.
3. Nothing herein shall preclude Dewey-Humboldt from contracting separately with GPREP for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by Dewey-Humboldt and GPREP; and GPREP shall submit invoices for payment on a quarterly basis.
4. Agreement Term: Unless otherwise state in this Agreement shall be effective from July 1, 2018 through June 30, 2019.

IV. GENERAL PROVISIONS

- A. **COVENANT AGAINST CONTINGENT FEES:** GPREP warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.
- B. **PAYMENT DEDUCTION OFFSET PROVISION:** GPREP recognizes the provisions of Dewey-Humboldt Government's code may require that no payment be made to any contractor as long as there is any outstanding obligation due to Dewey-Humboldt, and directs that any such obligation may be offset against payment due to GPREP.
- C. **ASSIGNMENT PROHIBITED:** No party to this agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and no effect.
- D. **INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between Dewey-Humboldt and GPREP. At all times during the term of this Agreement, GPREP shall be an independent contractor and shall not be an employee of Dewey-Humboldt. GPREP shall have no authority, express or implied, to act on behalf of Dewey-Humboldt in any capacity whatsoever as an agent of Dewey-Humboldt. GPREP shall have no authority, express or implied, pursuant to this Agreement to bind Dewey-Humboldt to any obligation whatsoever.
- E. **COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS REQUIRED.** GPREP understands and acknowledges that it shall at all times comply with all applicable laws, statues, rules, regulations, and ordinances in their performance under this Agreement.
- F. **TERMINATION.** Dewey-Humboldt shall have the right to terminate this Agreement if GPREP shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of thirty (30) days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to GPREP by Dewey-Humboldt; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be

accomplished within thirty (30) days, no event of default shall be deemed to have occurred or to exist if, and so long as, GPREP shall commence such action within that period and diligently and continuously prosecute the same to completion within ninety (90) days or such longer period as Dewey-Humboldt may approve in writing. Termination of this Agreement shall be Dewey-Humboldt's sole and exclusive remedy arising from a breach of this Agreement by GPREP.

G. DEWEY HUMBOLDT'S REVIEW OF GPREP RECORDS. GPREP must keep all Agreement records separate and make them available for audit by Dewey-Humboldt personnel upon request.

H. NOTICES. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to Town: Tom Wilson, Manager
Town of Dewey-Humboldt
2735 South Highway 69, Suite 12
Humboldt, Arizona 86329
Phone: 928-632-7362
Fax: 928-632-7365

If to GPREP: Julie Pettit, President
Greater Prescott Regional Economic Partnership
7351 East Civic Circle, Room 143
Prescott Valley, Arizona 86314
Phone: (928) 772-4883
FAX: (928) 775-6165

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

I. NO WAIVER. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights hereunder will not operate as a waiver of any such future rights.

J. SEVERABILITY. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

K. CAPTIONS. The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

L. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement and the below listed “Attachments” which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Attachment A – Regional Cooperation Protocol
Attachment B – P-Track Policy

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Dewey-Humboldt or GPREP, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this ____ day of _____, 2018.

Dewey-Humboldt, a municipal corporation

By: _____

ATTEST:

By: _____

Its: Town Clerk, Julie Gibson

APPROVED AS TO FORM:

By: _____

Its: Attorney, Susan Goodwin

GREATER PRESCOTT REGIONAL
ECONOMIC PARTNERSHIP, an Arizona
nonprofit corporation

By: _____
Julie Pettit, President

Attachment A: Protocol Agreement

Greater Prescott Regional Economic Partnership and Municipal Members of the Business Action Team (BAT)

The foundation of this document is built on trust and the spirit of Regional cooperation among the entities involved. GPREP and the municipal members of the BAT should work together as partners on projects involving the communities in which GPREP represents, regardless of the source of the lead.

1. GPREP Team Partners will demonstrate a commitment to the positive promotion of the Greater Prescott Region and its member communities in order to establish a globally competitive Region.
2. GPREP Team Partners will maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust in locating within the Region. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence, if it does not breach any confidentiality agreement, and shall make a good-faith effort to involve the appropriate state, Regional or local partners at the earliest stage possible during the business development discussions.
3. Unless otherwise restricted, agree to coordinate through GPREP for any prospect considering a project in any of the communities that GPREP represents, understanding that GPREP is in a unique position to represent and speak on Regional economic development issues and on characteristics of the Region's economy. Likewise, GPREP recognizes that the Arizona Commerce Authority is the exclusive organization leading the state's economic development efforts and that Arizona Commerce Authority is in a unique position to represent and speak on state incentives, programs and major policy matters. GPREP and Arizona Commerce Authority also acknowledge that communities are in the best position to speak about local incentives and efforts surrounding the local economy.
4. For projects that originate within a within a GPREP member community, GPREP will be available to provide any data and information to add value in the securing of the project. Additionally, GPREP will not P-Track the project unless the community lead makes such a request to do so.
5. GPREP will facilitate a BAT with representation from each of the municipalities, Yavapai-Prescott Indian Tribe, NACOG, Yavapai College, a Chamber of Commerce Representation, ACA, and Utilities.
6. GPREP Team Partners will provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPREP member communities, GPREP will make a good-faith effort to inform those affected BAT members first. BAT members agree to provide information solely on their own community when the information requested is site-specific (i.e,

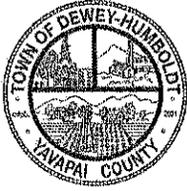
cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPREP communities is requested, BAT members agree to (i) direct GPREP prospects back to GPREP or (ii) direct non-GPREP generated prospects to contact the affected communities directly, and as a courtesy.

7. Prospect source and the determination of any lead prospect will follow the policies of the GPREP P-Track agreement as developed and agreed upon the member communities.
8. Agree that regardless of lead source, public locate announcements shall be coordinated among the company, GPREP member community, and GPREP to reflect inclusiveness and cooperation of all partners.
9. Encourage collaborative efforts to expand or relocate businesses within the Region and prohibit preparatory use of local financial incentives for existing jobs to companies with current operation in another GPREP community.
10. Inform GPREP member community prior to or as soon as possible when a company visits or physical site visit within their community will occur. BAT members will be the primary point of contact for the company when community information is needed.
11. Formalize a process to convene GPREP, Arizona Commerce Authority staff, and BAT member communities semi-annually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and Regional economic development.
12. Work collectively to maintain a high level of trust and integrity by and between GPREP, Arizona Commerce Authority and the BAT of GPREP member communities.
13. If there is evidence that the protocol has not been followed or a professional conflict arises, the matter will be referred to the BAT. If the matter cannot be resolved by the BAT, the GPREP President will review the matter and may, at his or her discretion, consult or involve the GPREP Board. Disciplinary action may be taken as determined by the Board of Directors.
14. Partners agree to abide by this protocol agreement and uphold the highest standards of Regional economic development cooperation. Partners agree to uphold the highest standards of Regional and statewide economic development cooperation.

Attachment B: Project Tracking (P-Track) Policy

The P-Track is GPREP's standard process of distributing, collecting, and sharing a prospect's request for available real estate with GPREP member communities. The process, as outlined below, is designed to provide value to the Business Action Team (BAT) partners by maintaining an equal opportunity for response by all our member communities in order to give the best information to our prospects within a timely manner. For every prospect/client that requests such assistance, GPREP will, within 24 hours, email a P-Track request to all communities for available real estate and other data needed that matches each client's specifications. It is also agreed that the following scenarios below GPREP will not send or share a P-Track:

- Prospect is already represented by a real estate professional who will be handling the real estate search.
 - Community is the lead, and prospect was brought to GPREP by a local BAT partner.
 - Prospect has asked GPREP not to pursue a real estate search.
- A. The P-Track will be sent to all BAT members unless Prospect has a chosen or narrowed geographic area under consideration. Possible criteria for delivery to less than the full BAT membership include but are not limited to:
1. Proximity to a client;
 2. Vendor;
 3. Airport;
 4. Transportation corridor for export or import;
 5. University/Community College;
 6. Cluster of like businesses; and
 7. Labor Force.
- B. Once the P-Track is sent to the applicable BAT partners, the BAT partners will respond within the timeframe set by the client.
- C. P-Track emails will be retained for three-years after initial send date or 12 months after the project has officially closed. Additionally, GPREP will have electronic or written verification from the prospect if the geographic area for the P-Track is less than full BAT membership.
- D. GPREP will include all properties, submitted by BAT partners, which meet the minimum specifications as outlined by the Prospect. If properties are submitted that do not meet specifications, GPREP will notify the community that the sites were eliminated.
- E. Upon receipt of community submittals from BAT partners, GPREP will compile the available real estate package and send it to the Prospect within one business day.
- F. GPREP will send a new P-Track out for any clients whose real estate requirements have changed in a way that will allow additional community submittals for consideration.
- G. Community disputes on any adherence to this policy will be addressed as outlined in the GPREP Protocol Agreement.



TOWN OF DEWEY-HUMBOLDT
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COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: 9-18-2018

Date of Request: 9-10-2018

Requesting: Action Discussion or Report Only

Type of Action: Routine/Consent Agenda Regular

Agenda Item Text (a brief description for placement on the agenda; please be exact as this will be the wording used for the agenda):

Requesting Council perform a performance evaluation review for the Town Manager.

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

Current Council needs to assess Town Manager's performance prior to the swearing-in of the newly-elected Council in December.

Staff Recommendation(s): _____

Budgeted Amount: 0

List All Attachments: NA

Type of Presentation: Oral

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

Contact Person: Ray Trudewey

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

Dewey-Humboldt

SEP 10 2018