

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

**Tuesday, May 21, 2019, 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. Roll Call** Town Council Members: Karen Brooks, Lynn Collins, John Hughes, Amy Lance, Mark McBrady, Vice Mayor Victoria Wendt and Mayor Terry Nolan.

**3. Pledge of Allegiance**

**4. Invocation**

**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. Council announcements about outside meetings and committees**

**B. Presentation by Darla Deville with Arizona Public Service (APS) on fire abatement**

**C. Marine Corps League Month of June Proclamation**

**6. 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.

**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 Minutes of January 22, 2019, Special Study Session Meeting**
- 11 **B. Approval of Minutes of February 19, 2019, Regular Council Meeting**
- 17 **C. Approval of Minutes of March 27, 2019, Special Council Meeting**
- 19 **D. Approval of Minutes of April 3, 2019, Special Council Meeting**
- 21 **E. Approval of Minutes of May 2, 2019, Study Session Meeting**

**8. General Business** Discussion and Possible Legal Action may be taken

- A. Discussion and possible adoption of a resolution approving a Franchise Agreement with Arizona Public Service, calling an election for November 5, 2019 to approve the Franchise Agreement and approving the ballot language.
- B. Discussion regarding Town Council meeting schedule continuation from earlier meeting to add a third meeting every month
- 45 C. Presentation by Victor Hambrick with Planning and Zoning Advisory Commission on amending 153.086 (13) (a) to (g) Steel Cargo Containers as a possible emergency measure to allow on 25,000 s/f lot
- 47 D. Planning and Zoning discussion with Council on proposed Work List
- 49 E. Discussion on approval of Intergovernmental Agreement between Superior Court and Municipal/Magistrate Court for interpreter services (Staff CC)
- 57 F. Update Code 30.104 to ensure Study/Work Sessions are only for study/work, no action items. May need definitions (CAARF – CM Collins)
- 65 G. Discuss violation of 30.031 (B) (4) and (8) by Mayor Nolan. Vote on 30.031 (C), (D) - referral to Town Prosecutor (CAARF – CM Collins)
- 71 H. Discuss the vacancy of the Town Attorney with direction to Staff (CAARF – Mayor Nolan)
- 73 I. Discuss right-of-way on Old Black Canyon Highway (CAARF – Mayor Nolan)
- 75 J. Update on emergency ingress/egress fire road (Staff CC)
- 77 K. Allow a presentation by Carole Stensrud, D-H Firewise Chair, on proposed Northern Emergency Evacuation Route and subsequent acceptance by Town of donated easement (CAARF – Vice Mayor Wendt)

**9. Executive Session**

**Vote to recess to Executive Session**

- A. An Executive Session pursuant to A.R.S. § 38-431.03 (A) (7) for discussion with designated representatives of the Town in order to consider its position and instruct its representatives regarding negotiations for the lease of real property located at 2735 S. Highway 69. (Staff CC)
- B. An Executive Session pursuant to A.R.S. § 38-431.03 (A) (4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town’s position regarding an Employment Agreement with Alan Lanning for Town Manager that is the subject of negotiations.

**Close Executive Session/Reconvene Regular Meeting**

- 10. Discussion and possible action regarding the Town Hall lease contract.
- 11. Discussion and possible action regarding the Town’s position regarding an Employment Agreement with Alan Lanning for Town Manager that is the subject of negotiations.
- 12. Consideration of additional Special Session(s) whether to hold and, if so, set the date
- 13. Adjourn

**For Your Information:**

Next Town Council Work Sessions: Friday, May 24, 2019 at 6:30 p.m.  
Next Planning & Zoning Meeting: Thursday, June 6, 2019, at 6:00 p.m.  
Next Town Council Regular Meeting: Tuesday, June 18, 2019, at 6:30 p.m.

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 \_\_\_\_\_ day of May, 2019, at \_\_\_\_\_ a.m./p.m. in accordance with the statement filed by the Town of Dewey-Humboldt with the Town Clerk, Town of Dewey-Humboldt.

By: \_\_\_\_\_, Town Clerk's Office.

If you would like to receive Town Council agendas via email, please sign up at [AgendaList@dhaz.gov](mailto:AgendaList@dhaz.gov) and type Subscribe in the subject line, or call 928-632-7362 and speak with Beth Evans, Interim Town Clerk.

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# PROCLAMATION

## "MARINE CORPS LEAGUE MONTH OF JUNE"

*WHEREAS, the Marine Corps League has established itself as a viable veterans service organization across the nation since 1923; and*

*WHEREAS, from June 7 to June 8, 2019 the Copper State Detachment #906 of the Marine Corps League will host the 48<sup>th</sup> Annual Department of Arizona Marine Corps League Convention; and*

*WHEREAS, members of the Marine Corps League from across the State of Arizona are gathered in Prescott to attend this convention; and*

*WHEREAS, the Marine Corps League provides service, support and assistance to many veterans, their families and other organizations in our community; and*

*WHEREAS, the Marine Corps League has conducted many programs to support the veterans receiving treatments at the Northern Arizona Veterans Affairs Healthcare System in Prescott; and*

*WHEREAS, the Town of Dewey-Humboldt recognizes and honors the services and sacrifices of all men and women who have served in the armed forces of the United States.*

*NOW, THEREFORE, I, Terry Nolan, Mayor of the Town of Dewey-Humboldt, do hereby proclaim June 2019 as:*

*"MARINE CORPS LEAGUE MONTH"*



Terry Nolan, Mayor  
Town of Dewey-Humboldt

ATTEST:



Beth Evans, Interim Town Clerk  
Town of Dewey-Humboldt

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**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
SPECIAL STUDY SESSION MINUTES  
JANUARY 22, 2019, 6:30 P.M.**

**A SPECIAL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JANUARY 22, 2019, 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. **Roll Call.** Town Council Members Karen Brooks, Lynn Collins, John Hughes, Amy Timmons, Vice Mayor Victoria Wendt, and Mayor Terry Nolan. Council Member Mark McBrady was absent.
3. **Special Study Session:** Discussion on the agenda item can be taken

**A. Discussion of Council Vision for Future Goals**

(Per Council Direction of 1/18/19 pursuant to Mayor Nolan's CAARF)

Mayor Nolan gave an overview of this item stating that he had asked Council Members to make a list of what they would like to see in the next couple years. He noted that a list of the Council Member's goals (excluding CM McBrady) was compiled by the Town Clerk this afternoon and distributed at the start of the meeting to Council. The goals were color-coded by similarity of topic and displayed on the overhead screen.

(The list is included below as distributed to Council.)

**TOWN COUNCIL DISCUSSION FOR VISION OF FUTURE GOALS – 1/22/19**

Commercial – Purple

Water – Blue

Roads – Orange

EPA – Red

Codes – Green

GP – Yellow

BH Ingress/Egress – Gray

Town Hall - Teal

Town Manager – Burgundy

Budget – Brown

Census – Pink

Road Safety – Dark Green

Zoning – Dark Blue

**COUNCILMEMBER COLLINS**

1. Evaluate adopting impact fees
2. Improve Community Outreach and Restore Trust by Updating Town Code to protect current residents
3. Put the Town Newsletter to work including advertising and Council input
4. Reduce regulations on property both residential and commercial
5. Trying something different in downtown Humboldt by reducing building regulations
6. Drastically streamline the commercial zoning code to make it understandable to everybody; once accomplished, pass on to real estate agents that are working on selling commercial
8. Focused area plans for possible commercial i.e. Manzanita and Foothills
9. Disclosure of General Plan and P & Z Handbook regarding compatibility between commercial development and residential

**COUNCILMEMBER TIMMONS**

1. Restructure town codes (make them more user-friendly)
2. Rework our General Plan and improve on it so that our community can approve of it

3. Increase our community use areas i.e. parks, ball fields, etc...maybe even a community garden area...
4. Look for more area that would be good for retail/commercial use (meaning the area neighbors aren't adamantly against)
5. Work on team building skills amongst the council so that simple questions/comments are not taken as personal attacks on each other
6. Look at town staffing to improve our employees workloads
7. Investigate purchasing our current facility for a permanent Town Hall
8. Try to find a solution to our community water needs
9. Secondary safety road out of the blue hills area
10. Restructuring of our roads codes

### **COUNCILMEMBER BROOKS**

#### **Short-term**

1. Hire Town Manager
2. Assist Town Manager in hiring vacant positions
3. Getting Current Budget Published
4. Dirt Road Standard, that's functional
5. 2019/2020 Budget
6. Decriminalize the Town's Dog Codes
7. Change the title of the Code Enforcement Officer to Community Zoning Assistant to help Town citizens with zoning instead of policing the Town codes

#### **Mid-term and Long-term**

1. Get a second egress out of Blue Hills as soon as possible
2. Brush mitigation south of Blue Hills
3. Kate Garber Community Center taken over by the town with added utilization
4. Review and edit Town codes, as needed
5. Contact Basha's for possible grocery store and Giant for expediting the new station
6. Prepare list and requirements for future CDBG funding, unused funds, funding 2022 & 2016
7. 2020 Census
8. Superfund site development; Smelter site; Iron King Mine

### **VICE MAYOR WENDT**

These are not in order of importance....

- 1.) Interview and appoint Permanent Town Manager
- 2.) Humboldt Station Lease. Current lease expires this year
- 3.) Develop secondary road standard
- 4.) Identify a secondary emergency road and begin processes including finding the grants to fund
- 5.) General Plan, begin processes necessary to proceed with the assistance of a Community Development Director
- 6.) Public Visioning of uses for Superfund sites
- 7.) Develop an Abatement/Health/Safety ordinance
- 8.) 2019/2020 Town Budget
- 9.) Review Zoning codes that may have conflicting verbiage that have been identified by some council members
- 10.) Yavapai County Coordination of Adoption of new 2018 Building Codes
- 11.) 2020 Census

### **COUNCILMEMBER HUGHES**

1. Budget
2. Secondary Roads
3. General Plan
4. Town Manager

5. Town Property (Sell or do something with it)
6. Road Safety (i.e. Clearview)
7. Address Town Code
8. Human Resource Department (Town & City protocol)
9. Taxes (lost tax revenue)
10. Franchise Agreements (trash; APS, )
11. Zoning anomalies
12. Water Resources
13. EPA Progress & Update Process

**MAYOR NOLAN**

1. Internet
2. Shopping Center requires demographic study
3. Water
4. Roads
5. State Park
6. Left turn at Clear View Lane with a deceleration lane
7. Everyone on same computer program
8. Skate Park
9. Youth Group
10. Bus Program
11. Institute a talk to the Mayor program
12. Schools – Grand Canyon University proposal

Council went through the lists and had extensive discussion on the visions and goals.

Council recessed for a five-minute break at 8:41 p.m.

Council reconvened and reviewed the list looking for common goals and priorities including but not limited to Budget; Roads; Codes; Water; Shopping; State Park; Human Resources; Schools and Transportation. These items were discussed further by Council as well as possible franchise agreements with APS and garbage companies.

Mayor Nolan noted these things can be worked on over the next couple years. He noted that the General Plan is a given. Interim Town Manager Hanks noted that the first things on the list should be a Town Manager and personnel to do what is best for the community.

4. **Adjourn.** The meeting was adjourned at 9:14 p.m.

\_\_\_\_\_  
Terry Nolan, Mayor

ATTEST: \_\_\_\_\_  
Beth Evans, Interim Town Clerk

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**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
REGULAR COUNCIL MEETING MINUTES  
FEBRUARY 19, 2019, 6:30 P.M.**

**A REGULAR COUNCIL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, FEBRUARY 19, 2019, 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 6:03 p.m.
2. **Roll Call** Town Council Members: Karen Brooks, Lynn Collins, John Hughes, Mark McBrady, Amy Timmons, Vice Mayor Victoria Wendt and Mayor Terry Nolan were present.
3. **Pledge of Allegiance** Mayor Nolan led the Pledge.
4. **Invocation** Given by CM Lance.
5. **Discussion of Town Manager recruitment – discussion of applications and selection of short list for further consideration** Discussion and possible legal action may be taken.

Council Member Lance recused herself from the Town Manager recruitment process.

Town Attorney Goodwin stated that CM Timmons' asked if she was prohibited from attending the Executive Session. She is not prohibited from attending the session; however, because one of her relative is an applicant, she cannot participate in the discussion of any candidate. She will be listening with her back to the Council.

**A. Executive Session**

**Vote to recess to Executive Session**

VM Wendt made a motion to go into Executive Session, seconded by CM Brooks. Mayor Nolan called the vote: CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Timmons – abstain, VM Wendt – aye; Mayor Nolan – aye. The motion passed unanimously.

**1. An Executive Session pursuant to A.R.S. § 38-431.03 (A) (1) for discussion or consideration of employment or appointment, and salary of a Town Manager**

Council entered Executive Session at 6:10 p.m.

**Close Executive Session/Reconvene Special Meeting**

VM Wendt made a motion to close the Executive Session, seconded by CM Collins. Mayor Nolan called the vote: CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Timmons abstain, VM Wendt – aye; Mayor Nolan – aye. The motion passed unanimously.

**B. Discussion and direction on the next step of the Town Manager recruitment process**

Mayor Nolan announced that Council has selected some people to interview and a date will be selected to proceed with interviewing candidates for the Town Manager position. Town Attorney asked if Council wanted background checks on all the candidates. There was Council consensus to wait until the list was narrowed. There was Council discussion regarding the number of interviews to conduct. It was determined that interviews would be held on Wednesday, February 27, 2019, at 10:00 a.m. and Monday, March 4, 2019, at 10:00 a.m. and the alternate date would be March 8, 2019. Council's personal interview questions are to be submitted to the Town Clerk to be passed on to the Town Attorney for review by Friday, February 22, 2019.

6. **Public Hearing Agenda** Discussion and possible legal action may be taken.

**A. Liquor License – Conduct public hearing and consider approval of a new “006 BAR” Liquor License for Mortimer Farms, Inc. located at 12907 E. State Route 169, Dewey, AZ 86327.**

**1. Staff Report**

The Public Hearing was opened at 6:47 p.m. Interim Town Manager Hanks stated that the Mortimers have applied for a Series 6 liquor license. All steps were followed as well as posting the property. The permit was submitted to the Fire Marshall and Yavapai County Sheriff's Office for review with no objections.

**2. Open Public Hearing and Receive Public Comments**

No Public Comment was forthcoming.

### **3. Close Public Hearing**

The Public Hearing was closed at 6:49 p.m.

### **4. Council Discussion and Possible Action**

CM McBrady made a motion to approve the license, seconded by CM Collins. Mayor Nolan called for the vote: CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Timmons – abstain, VM Wendt – aye; Mayor Nolan – aye. The motion passed unanimously.

### **7. 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.

Mayor Nolan announced the Coldwater Farm Conservancy fund is still accepting donations, as they are \$7,000 short of their \$60,000 goal. He spoke in favor of the purpose of this land conservancy.

VM Wendt announced that the Firewise meeting the next evening had been cancelled due to inclement weather threats.

### **8. 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.

No report.

### **9. 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 Minutes of December 18, 2018, Regular Council Meeting**

#### **B. Approval of Minutes of January 8, 2019, Study Session & Special Meeting**

#### **C. Approval of Minutes of January 15, 2019 Regular Session**

Mayor Nolan had a question on Page 4 of 7 of the January 15, 2019, minutes. He inquired if the Governor's Office or Karen Fann had been contacted regarding the Blue Hills ingress and egress. Town Attorney Goodwin advised that this was not on the agenda.

CM Timmons made a motion to approve the minutes as printed, seconded by CM Brooks Mayor Nolan called for the vote: CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Timmons – abstain, VM Wendt – aye; Mayor Nolan – aye. The motion passed unanimously.

### **10. 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.

Jack Hamilton spoke of transparency and trust noting the Council has always been transparent due to Open Meeting Law. Trust is another matter. He spoke of anonymous letters and rumors circulating in the Town, which destroys trust. He believes that some of the Council is guilty of this. He noted that the trust is broken in the Town and that is why some people prefer the county and their procedures.

Carole Stensrud spoke of hoping that the Firewise board is making a difference in the Town. Fire safety is crucial in this area with Blue Hills the most critical and the Foothills following. These areas have been targeted for abatement.

Leigh Cluff addressed Mr. Hamilton's comments. She said he was on the Council and that is partly why the Town doesn't trust. The Town stepped up and elected new people to build the trust back. She spoke of building the community, a Country Town. She hopes the new Town Manager will love the Town and help the Town to grow in friendship and love.

**11. General Business** Discussion and possible legal action may be taken.

**A. Council consideration to re-appoint Gary Ford and Linda Horvath to the Board of Adjustment and give direction to Staff to advertise one member vacancy**

CM Brooks made a motion to accept the reappointment of Gary Ford and Linda Horvath to the Board of Adjustment, seconded by CM Hughes. Mayor Nolan called for the vote: CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Timmons – abstain, VM Wendt – aye; Mayor Nolan – aye. The motion passed unanimously.

**B. Council consideration to re-appoint Victor Hambrick to the Planning & Zoning Advisory committee and give direction to Staff to advertise two member vacancies**

CM Brooks made a motion to extend Victor Hambrick on the Planning and Zoning Committee and to advertise for the two vacancies, seconded by CM Hughes. Mayor Nolan called for the vote: CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Timmons – abstain, VM Wendt – aye; Mayor Nolan – aye. The motion passed unanimously.

**C. Discussion and direction on Town Hall Lease**

CM McBrady recused himself from this discussion.

Interim Town Manager explained that the current lease expires 12/31/19 and that all the extensions have been exercised. They would like to begin negotiations begin with the property owner to extend the lease or generate a new lease so that budget considerations can be made. They would like someone from the Town Attorney's office to represent the Town in the negotiations.

CM Timmons asked if the owner of the Hall had been contacted to see if they were interested in selling.

Town Attorney Goodwin stated that the negotiations can be cumbersome as the landlord is on the Council, so she would appoint someone from her office to handle the negotiations. CM Timmons inquired if purchase had been previously discussed during negotiations. Town Attorney Goodwin said there was not an extensive discussion on this previously.

CM Timmons made a motion to allow the Attorney's office, specified by our Attorney, to contact the owner regarding lease, possible purchase of land, if possible, if that is a possibility, either or, seconded by CM Collins.

CM Brooks asked how many square feet we are leasing. Interim Town Manager Hanks said he would send an email to everyone with the estimated square footage.

Mayor Nolan called for the vote: CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Timmons – abstain, VM Wendt – aye; Mayor Nolan – aye. The motion passed unanimously.

**D. Discussion and action regarding the extension of the Agreement between the Prescott Area Wildland Urban Interface Commission, Blue Hills/Foothills Firewise Board and the Town of Dewey-Humboldt**

CM McBrady rejoined the Council on the dais.

Interim TM Hanks gave an overview of the PAWUIC agreement explaining it was an agreement, which allows the money for grants to be processed. He believes that it also expands the area to be abated.

VM Wendt noted that the grant would include undeveloped lots this year, as well. This is \$24K in grant money being awarded for nine acres in the Blue Hills (where it transitions to Newtown and up) and seven acres in the Foothills east (169 South to Foothills to Beverly Hills Drive).

CM Brooks inquired how a contractor would get their name on the official contractor list. There was further discussion regarding the contractor selection process.

VM Wendt made a motion for Council to accept the Memo of Understanding between PAWUIC, the Town of Dewey-Humboldt and our Firewise Board, seconded by CM Timmons.

Mayor Nolan called for the vote: CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Timmons – abstain, VM Wendt – aye; Mayor Nolan – aye. The motion passed unanimously.

**E. Discuss amending outside storage 153.086 (H) (13) (a) to (g) Steel Cargo Containers, discuss as a possible emergency measure, allow on 25,000 s/f lot (CAARF – CM Collins)**

CM Collins gave an overview of her CAARF noting that she attended a Firewise meeting that was on evacuation and would like to come up with a way to speed this up. This would shorten evacuation time if families could store their valuables in storage containers. The code prevents containers on certain size lots. She would the government get out of the people's ways. She wants containers allowed on 35,000 square foot lots, as animals are allowed on those size lots.

There was further Council discussion on storage containers including fireproof standards as well as the setback requirements and the number of containers to be allowed per parcel.

CM Timmons made a motion to send this request to Planning & Zoning to possibly restructure the requirements including the amount of storage containers per the acre, the one per limit per residential parcel, the no residential container, well the 8 x 20 doesn't bother me, be restructured and brought back in front of the Council. CM Collins seconded the motion.

**Public Comment**

Leigh Cluff spoke of this being an excellent idea as they will last longer than some sheds made of other materials. She supports having more than one. She has seen two used to make a carport. She recalls in the past having to get a permit, not for setbacks, but to be sure she was not in a flood zone.

Carole Stensrud thanked CM Collins for coming to the workshop last month. She felt that if this were sent to P & Z, they may not have as much awareness. This code should be drafted by the attorney and the people here and send that to P & Z. She recommended Interim TM Hanks inviting Firewise to address the Planning and Commission.

CM Timmons amended her motion to include a taping of a portion of this meeting, as well as invite the Chairwoman of Firewise to speak at the P & Z meeting where it is brought up, seconded by CM Collins.

Mayor Nolan called for the vote on the amendment.

**Public Comment**

Jack Hamilton spoke of believing that the purpose of Firewise was to protect building to not burn down. When you evacuate, you don't go back in, which creates more of a problem. Changing this for the whole town could create a problem. They are unsightly and will affect your property value. This will divide the Town.

Leigh Cluff stated she has been here 34 years and does not recall a vote on storage containers. She clarified that the containers would be for the whole town as the whole town can burn. She spoke in appreciation of the Firewise committee.

Jack Hamilton pointed out that Ms. Cluff was allowed to speak twice.

Ron Miller spoke of establishing anything on property for storage would be a plus.

Mayor Nolan stated that there is an amendment on the floor: To include a taping of a portion of this meeting, as well as invite the Chairwoman of Firewise to speak at the P & Z meeting that it is brought up at made by CM Timmons and seconded by CM Collins.

Mayor Nolan called for the vote: CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Timmons – aye, VM Wendt – aye; Mayor Nolan – aye. The motion passed unanimously.

Mayor Nolan called for the vote on the main motion. Town Clerk Gibson asked CM Timmons to restate her main motion. CM Timmons declined to provide the wording. Interim TM Ed Hanks said to send 153.086 to P & Z for review and restructure, prior to going to the attorney. Town Clerk Gibson asked if he had CM Timmons approval on the wording. CM Timmons withdrew her motion.

**F. Discussion to delete the Study Session on the first Tuesday of the month and replace it with a regular action meeting (CAARF – Mayor Nolan)**

There was Council discussion on the merits of having two Regular Council meetings instead of one regular and one study.

CM Timmons made a motion to have the Study Session the first Tuesday of the month, have a regular meeting the third Tuesday of the month, and have a regular meeting the 4<sup>th</sup> Tuesday of the month, seconded by Lynn Collins.

There was further Council discussion on the issue. Town Attorney Goodwin stated that some of her Councils have Study Sessions with public participation.

#### Public Comment

Leigh Cluff said that it was a good idea to retain the Study Session. If Council needs to vote, they can do it on the 2<sup>nd</sup>, 3<sup>rd</sup>, or 4<sup>th</sup> Tuesday. Try that for a while in order to build the trust. She feels there should be devoted time to study and discuss without making decisions.

Jack Hamilton stated that the Mayor has the right to call a Special Session. If a Council Member wants to just discuss something, you can note that on the CAARF. He explained that there are times that the CAARF process can cause things to take more time. Having two Regular Sessions would mean that you don't have to come back to Council again.

There was further Council discussion.

CM Brooks asked to table this, think about out, receive input from citizens and bring this back at a future meeting.

CM Brooks made a motion that this issue is brought back on the May 21, 2019, meeting for a vote or final opinions for it to be decided at that time, seconded by CM Hughes. Mayor Nolan called for the vote: CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Timmons – aye, VM Wendt – aye; Mayor Nolan – aye. The motion passed unanimously.

Mayor called the vote for CM's Timmons previous motion. CM Brooks – nay; CM Collins – nay; CM Hughes – nay; CM McBrady – nay; CM Timmons – nay, VM Wendt – nay; Mayor Nolan – nay. The motion failed.

#### **G. Discuss bringing Mr. Stump (ADOT) in to discuss development at Hwy 69 & Hwy 169 (CAARF – Mayor Nolan)**

CM Hughes made a motion to schedule Mr. Stump in, at his convenience, to have a discussion about 69 and 169, seconded by CM Brooks.

CM Timmons inquired if he wasn't just in a few months back on this issue. It was clarified that the previous meeting attendance was about the gas station.

#### Public Comment

Leigh Cluff recommended not having an ADOT representative come in to speak until there is a permanent manager.

Carole Stensrud said she was excited that the Mayor brought this CAARF. She was of the understanding that this was not in the ADOT budget at this time. She recommended citizen committees for anything related to ADOT and she would volunteer to be involved. Mayor Nolan said this could be asked of Mr. Stump.

Mayor Nolan called for the vote on the motion: CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Timmons – nay, VM Wendt – aye; Mayor Nolan – aye. The motion passed unanimously.

#### **H. Council to decide between the two identified routes for emergency ingress/egress from the Upper Blue Hills (CAARF – Mayor Nolan & Vice Mayor Wendt)**

Mayor Nolan described the two proposed routes. There was Council discussion regarding the routes.

#### Public Comment

Leigh Cluff asked VM Wendt to help her recall having the Fire Department and a couple other organizations and they all agreed on Bandit way, the green line. Why are we having this conversation again? She spoke of Town Staff having slowed the process that was started a year ago.

VM Wendt asked Mr. Hanks to go over the route on the map. Either route will be difficult but a decision has to be made and started. She referred to a former Town Staff member stopping the progress.

Public Comment

Will Orr agreed with the intent of Council to make a decision. If Council makes a decision, he will get with Mr. Hanks and drive the routes. Not a time for talk, pick one and go.

There was further Council discussion.

Jack Hamilton would like to have the attorney give an opinion regarding if you spend public money on the road, can you keep them off it? He said that there will be a problem with the merging of Henderson and Prescott Dells Ranch Road. He also described different fire scenarios. He spoke in favor of abatement for the perimeter of the whole town. Roads make good firebreaks and Shirley Lane would be a good firebreak. Firewise that area. He described his plan in further detail. He spoke of this being a lot cheaper than building a road.

There was further Council discussion.

Doug Treadway spoke of not kicking the can down the road. This will be expensive not matter what way you go. Select the route that will accommodate the most people and get the out expeditiously. Make a decision and move forward.

Carole Stensrud spoke of Darryl Willis speaking at Firewise on January 16, 2019, who has many credentials. He talked on firebreaks and when fires are moving fast and you don't have roads to get people out, the only thing you must do is to not send people down the way the fire is coming up. She is glad the Council is working on a way to get the people out.

Will Orr agrees with Ms. Stensrud and Mr. Hamilton had good comments. We are not in the business of fighting fires – we are trying to get people out before the fire fighting begins. Either road is going to cost money, neither road will cost lives.

Leigh Cluff said it is not only the community lives you are saving, you are saving fire fighters lives as well.

Tom Mallette drove the Prescott Dells Ranch Road three months ago it is feasible to build a road through there. It will serve the most people; the southern route won't serve as many people.

Mike Donovan asked if anyone noticed that all the exit routes are going east. Why are you not going toward Prescott Valley instead of everything going to 69? He spoke of assumptions that the fire will come from the west and his research shows winds come from every direction. He spoke further on the proposed routes. He noted that when the roads go in, it will affect property value and inquired if this would affect anyone on the Council. Mayor Nolan noted that he has five acres on Iron King Road, which is in the Superfund designated area.

Jay Vaughan (sp) said that it seems as though the arguments presented for the Prescott Dells exit is the one that makes immediate short-term sense for approval.

There was further Council discussion regarding the proposed routes.

VM Wendt made a motion to approve the route for Bandit Way across to Prescott Dells as an emergency ingress/egress and to be able to proceed contacting homeowners for easements, surveys, and so on. Town Attorney Goodwin asked if any Council member owns property on the proposed route. Mayor Nolan stated the he owns property on Prescott Dells Ranch Road. Attorney Goodwin said that if he is one of ten or more property owners it would be a remote interest and not a conflict of interest.

Mayor Nolan called for the vote: CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Timmons – aye, VM Wendt – aye; Mayor Nolan – aye. The motion passed unanimously.

- I. **Consideration of additional Special Session(s)** Whether to hold and, if so, set the date  
No further meetings were scheduled.

**12. Adjourn** The meeting was adjourned at 9:05 p.m.

\_\_\_\_\_  
Terry Nolan, Mayor

ATTEST: \_\_\_\_\_  
Beth Evans, Interim Town Clerk

**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
SPECIAL MEETING MINUTES  
MARCH 27, 2019, 9:30 A..M.**

**A SPECIAL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON WEDNESDAY, FEBRUARY 27, 2019, 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 9:30 a.m.
2. **Roll Call.** Town Council Members Karen Brooks, Lynn Collins, John Hughes, Mark McBrady, Vice Mayor Victoria Wendt and Mayor Terry Nolan were present. Council Member Amy Lance was absent.
3. **Special Meeting: Town Manager Appointment/Recruitment Process**

Legal action can be taken.

**A. Executive Session**

**Vote to recess to Executive Session**

Vice Mayor Wendt made a motion to recess to Executive Session, seconded by Council Member Brooks. Mayor Nolan called for the vote: CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; VM Wendt – aye; Mayor Nolan – aye. The motion passed unanimously.

**1. An Executive Session pursuant to A.R.S. § 38-431.03 (A) (1) for discussion or consideration of employment, assignment, appointment, or salary of Richard Heath; Alan Lanning; Richard Marsh, Jr. or Morgan Scott as Town Manager**

Council entered Executive Session at 9:33 a.m.

**Close Executive Session/Reconvene Special Meeting**

CM Brooks made a motion to close the Executive Session, seconded by VM Wendt. Mayor Nolan called for the vote: CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; VM Wendt – aye; Mayor Nolan – aye. The motion passed unanimously.

**B. Discussion and possible action regarding appointment of Richard Heath; Alan Lanning; Richard Marsh, Jr. or Morgan Scott regarding terms of employment and preparation of a contract**

Council reconvened the regular session at 5:27 p.m.

CM McBrady made a motion to allow the public to comment, seconded by CM Collins. Mayor Nolan called for the vote: CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; VM Wendt – aye; Mayor Nolan – nay. The motion passed by a 5-1 margin.

**Public Comment**

Leigh Cluff recommended a roll call vote or the box they talked about, so that there is no confusion on how Council votes. She also spoke of having concern regarding the interview candidates and wanting to retain the country rural town with a little growth. She believes that the Council needs to consider what the constituents want and not the way Council wants it. Town Attorney Goodwin noted the last of the discussion regarded matters not posted on the agenda.

Glen Blomgren inquired as to the process and status of the Town Manager recruitment process. Mayor Nolan said no decision has been made and the process was open. CM Brooks reiterated that is in process with no final decision. Mr. Blomgren noted that he still did not understand. Town Attorney Goodwin clarified that nine candidates were interviewed. Mr. Blomgren asked if he would have an opportunity to submit further information. Council reiterated that they did not know and they were still in the recruitment process.

4. **Adjourn.** The meeting was adjourned at 5:37 p.m.

\_\_\_\_\_  
Terry Nolan, Mayor

ATTEST: \_\_\_\_\_  
Beth Evans, Interim Town Clerk

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**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
SPECIAL MEETING MINUTES  
APRIL 3, 2019, 5:00 P.M.**

**A SPECIAL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON WEDNESDAY, APRIL 3, 2019, 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 1:01 p.m.
2. **Roll Call.** Town Council Members Karen Brooks, Lynn Collins, John Hughes, Mark McBrady, Vice Mayor Victoria Wendt and Mayor Terry Nolan were present. Council Member Amy Timmons was absent.
3. **Special Session: Town Manager Appointment Process** Legal action can be taken.

**A. Executive Session**

**Vote to recess to Executive Session**

VM Wendt made a motion to go into Executive Session, seconded by CM Brooks.

Mayor Nolan called the vote: CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; VM Wendt – aye; Mayor Nolan –aye. The motion passed unanimously.

**1. An Executive Session pursuant to A.R.S. § 38-431.03 (A) (1) for discussion or consideration of employment or appointment, and salary of a Town Manager – interview of applicants for selection of a short list for further consideration.**

Town Council entered Executive Session at 1:04 p.m.

**Close Executive Session/Reconvene Special Meeting**

CM Hughes made a motion to close the Executive Session, seconded by CM Brooks.

Mayor Nolan called the vote: CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; VM Wendt – aye; Mayor Nolan –aye. The motion passed unanimously.

The Executive Session closed at 6:17 p.m. The Regular session reconvened at 6:20 p.m.

**B. Discussion and possible action regarding appointment and direction to Staff regarding terms of employment and preparation of a contract.**

There was no direction given by Council at this time.

**4. Adjourn.**

CM Wendt made a motion to adjourn the meeting, seconded by CM Hughes.

Mayor Nolan called the vote: CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; VM Wendt – aye; Mayor Nolan –aye. The motion passed unanimously.

The meeting adjourned at 6:21 p.m.

\_\_\_\_\_  
Terry Nolan, Mayor

ATTEST: \_\_\_\_\_  
Beth Evans, Interim Town Clerk

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**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
STUDY SESSION MEETING MINUTES  
MAY 2, 2019, 2:00 P.M.**

**A STUDY SESSION MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON THURSDAY, MAY 2, 2019, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.**

1. **Call To Order.** Mayor Nolan called the meeting to order at 2:01 p.m.
2. **Roll Call.** Town Council Members Karen Brooks, Lynn Collins, Vice Mayor Victoria Wendt and Mayor Terry Nolan were present. Council Members John Hughes, Amy Lance and Mark McBrady were absent.
3. **Study Session.** No legal action to be taken

**A. Discussion and consideration of the Initial Budget (Mayor Nolan)**

Mayor Nolan spoke that this is a tentative meeting for the proposed budget.

Interim Town Manager Ed Hanks 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.

ITM Hanks stated that salaries and wages were based on last year's with a 5% increase.

Mayor Nolan asked if we are asking for \$5,000 for Capital Equipment for the Town Clerk and records. ITM Hanks said that number would be reduced to \$1,200, as we are not looking for any additional main equipment.

Mayor Nolan asked if there was an update on the Town Clerk position. ITM Hanks stated an offer letter was sent out and they have until May 9<sup>th</sup> to reply.

ITM Hanks stated under Information and Technology it shows \$1,500 and \$1,300, those numbers will drop to \$500 and \$300.

Mayor Nolan asked if the voting equipment is under IT. ITM Hanks said that is under IT or Town Clerk and that will be expended out over the next year.

Vice Mayor Wendt asked if we compensating Beth for the additional work she is taking on due to the Town Clerk's absence. ITM Hanks stated she is hourly and we haven't discussed an increase in wage. Vice Mayor Wendt stated she needs extra compensation since she has doubled her work load. ITM Hanks said he would see if that is something we can do administratively and address it at the next meeting.

Vice Mayor Wendt asked if we have an increase in the Sheriff's costs. ITM Hanks said no, it goes up at the last year of the contract.

Mayor Nolan stated we need to increase Therese's salary, as she has completed her Court Clerk certification. ITM Hanks stated he would find out what the average salary is for the certified clerk and bring it back at the next meeting.

Vice Mayor Wendt stated there is no figure for the Outside Prosecutor. Mayor Nolan stated it is listed under Salary and Wages at \$49,000 and is going up \$54,000. CM Brooks stated the line items for the OSP public defender are blank. ITM Hanks said he needs see if that is correct.

Mayor Nolan asked if there will be an increase in the Engineering salary. ITM Hanks stated he didn't ask for an increase. Vice Mayor Wendt said the OSP for Clearview Design Survey was approved for \$50,000. ITM Hanks stated they were approved for \$50,000, but \$10,000 was added for survey work.

ITM Hanks stated that in the Magistrate column, under Training and Travel, with the current Magistrate we have, that figure will go up for his classes. Mayor Nolan stated it should be \$3,000 - \$5,000.

ITM Hanks stated in the Public Works, under cellular, that will drop to \$1,200.

Vice Mayor Wendt asked what is the \$70,000 under Capital Equipment for. ITM Hanks stated that was carried over for the gannon from last year and will be reduced \$25,000. He also stated the last line for Trails and Parks will be \$1,500 not \$10,500.

Vice Mayor Wendt asked what is the \$28,000 under Community Development for. ITM Hanks stated that was set up for fee studies to begin the General Plan process, the building inspector and plan reviews by Colibryn. CM Collins asked if we could do some competitive bidding for plan reviews. ITM Hanks stated Council decided to wait until we get a new Town Manager. Vice Mayor Wendt asked what is the cost of an in-house plan reviewer. ITM Hanks stated for a part-time person, it would be \$30,000 for plan review/inspections and a full-time person would be more. He stated it would be best to have an in-house plan reviewer/inspector.

Mayor Nolan asked if the Library fees were going up. ITM Hanks stated he had not heard from Yavapai County or J W Mitchell.

Vice Mayor Wendt asked if the OSP Abatements is for the Title III abatement grant. ITM Hanks stated the OSP Abatements is for water testing and citizen participation events. Vice Mayor Wendt stated we need to rename that so that it is designated for the grants for water testing.

CM Brooks asked if are doing cleanup days two or three times a year, as there is an increase in that figure from \$6,354.03 to \$16,600. ITM Hanks stated the \$6,354.03 is what we spent last September only.

Mayor Nolan stated we need to put money in for the Stater property right-of-way survey on Old Black Canyon. ITM Hanks stated it should go in engineering and that we need add this to the next Council meeting.

ITM Hanks stated under Community Outreach we need to budget about \$40,000 - \$45,000 for surveys and easements for the emergency access fire road. Vice Mayor Wendt said to make that amount \$50,000. ITM Hanks stated we can look into getting some grants to build the roads.

ITM Hanks stated we left the Donations amount the same as last year for all donations at \$44,000. Donations include: Meals on Wheels \$4,000; Agua Fria Festival \$2,500; Dewey-Humboldt Historical Society \$5,000 for display cases and \$8,400 for storage rent; Little League \$20,000; Coldwater Community Conservancy \$2,500; Community Center \$2,000 and a couple other small events. The memorial for the Granite Mountain Hotshots was under other small events at \$2,000.

Mayor Nolan stated we need to add money in for a new canopy at the park after the gazebo collapsed. ITM Hanks said he would look into the cost of that and that would go under OSAT.

CM Collins asked if we are charging enough for fees under the General Fund. ITM Hanks said that is a line item that needs some work done on. We'll work on this and bring it back to you.

ITM Hanks stated we are anticipating the grant funds to be \$65,000 from Yavapai County for flood control, the CDBG Grant should be \$330,000 and the HURF Funds for the OSP maintenance the same as last year at \$29,000. The Software Maintenance would go up to \$3,500. On Capital Road Maintenance, that includes our chipseal and fog coating that we do every year, I am not looking at that going up this year.

Mayor Nolan stated we need to include funding for a bus. ITM Hanks said that is something that needs to be brought to Council. Mayor Nolan said that we need to include it in the budget. CM Brooks stated she thought we were two years out on the bus.

Vice Mayor Wendt stated we need to put in ample funding for the Emergency Ingress/Egress. I think it is a priority and we need to put in for at least \$200,000. CM Collins spoke that we need to identify another evacuation route. There was Council discussion regarding this subject. ITM Hanks stated that he would check into emergency management with Yavapai County and see if we can improve what we have.

Mayor Nolan asked everyone to get out their calendars. CM Brooks proposed that we have our budget meetings in the evenings. There was Council discussion on setting up budget meetings with the following dates set up: May 14<sup>th</sup>, May 24<sup>th</sup>, May 29<sup>th</sup>, June 11<sup>th</sup> and June 25<sup>th</sup>.

CM Brooks inquired about a possible skate park at the Humboldt Unified School. Mayor Nolan stated our lawyers are working on it. ITM Hanks stated it should be coming to Council in June, so that we can get it finalized before the school year starts. We will need to include it in the budget.

CM Collins stated she would like to consider an expenditure for the Coldwater Farms Conservancy. Mayor Nolan stated they are all done.

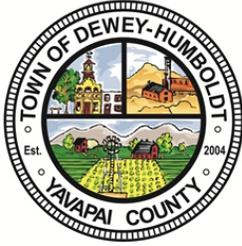
#### 4. Adjourn.

The meeting was adjourned at 3:09 p.m.

\_\_\_\_\_  
Terry Nolan, Mayor

ATTEST: \_\_\_\_\_  
Beth Evans, Interim Town Clerk

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TOWN OF DEWEY-HUMBOLDT  
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**TOWN COUNCIL REGULAR MEETING**  
**May 21, 2019 – 6:30 p.m. Town Council Meeting Chambers**

**To:** Mayor and Town Council Members

**From:** Ed Hanks, Interim Town Manager

**Date Submitted:** April 25, 2019

**Agenda Item – 8.A.** Discussion of Proposed APS Franchise Agreement

**Summary:**

At its meeting of March 5, 2019, the Town Council discussed the APS Franchise issue. Representatives of APS were present and distributed the APS standard form franchise to the Council. Kendra Cea of APS described the proposed franchise to the Council. The Council asked that the APS Franchise be placed on a future study session agenda.

Some background is needed to understand some of the terms of the APS Franchise. In 2014, the then-Council discussed a proposed franchise on at least two occasions. The major issues at the time were: (i) protection of existing trees in the right-of-way, and (ii) the franchise fee, which that Council wanted to be zero, although the usual franchise fee is 2% of gross revenues. Franchise fees are pass-throughs to customers. In 2014, the last draft franchise discussed addressed the above issues. For reasons not recalled, the franchise agreement was not finalized or approved. The form of franchise distributed to the Council on March 5 by APS did not address these issues.

The above background is provided because most of the current Councilmembers were not on the Council in 2014. Based on the discussions at the March 5 Council meeting, APS inserted some approval provisions for removal of the trees (Section 3, Paragraph G) and the franchise fee of zero (Section 6).

Following consideration by the Council at the Study Session, the Council gave direction for the APS Franchise Agreement to be finalized for approval and placement on the ballot for approval by the voters.

**RESOLUTION NO. 19-136**

**A RESOLUTION OF THE MAYOR & TOWN COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA, DECLARING THAT THE TOWN COUNCIL DEEMS THE GRANTING OF A CERTAIN FRANCHISE BENEFICIAL FOR THE TOWN OF DEWEY-HUMBOLDT; ORDERING AN ELECTION TO BE HELD ON NOVEMBER 5, 2019 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE TOWN OF DEWEY-HUMBOLDT THE QUESTION AS TO WHETHER OR NOT A FRANCHISE SHALL BE GRANTED TO ARIZONA PUBLIC SERVICE COMPANY.**

**WHEREAS**, Arizona Public Service Company is desirous of obtaining a franchise with the Town of Dewey-Humboldt in the form attached hereto as Exhibit A; and,

**WHEREAS**, the Mayor & Town Council of the Town of Dewey-Humboldt has determined that the granting of the proposed franchise for Arizona Public Service Company is beneficial to the Town; and,

**WHEREAS**, under applicable law a public utility franchise agreement must be approved by a majority of the qualified electors in a primary, general or special election; and

**WHEREAS**, the Mayor and Council of the Town of Dewey-Humboldt desire to submit to the Dewey-Humboldt qualified electors the approval of a franchise agreement with APS for electrical transmission and distribution facilities in the public rights-of-way.

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Council of the Town of Dewey-Humboldt, Arizona, as follows:

SECTION 1. That the Town Council of the Town of Dewey-Humboldt determines that the granting of the franchise proposed by Arizona Public Service Company in the form attached hereto as Exhibit A is beneficial to the Town of Dewey-Humboldt and the Town residents.

SECTION 2. That an election is hereby called and ordered to be held in the Town of Dewey-Humboldt on November 5, 2019 for the purpose of submitting to the qualified electors of the Town of Dewey-Humboldt the question as to whether the franchise under the terms and conditions of the above referenced agreement shall be granted to Arizona Public Service Company.

SECTION 3. That this franchise election be held pursuant to the provisions of the Arizona Constitution and laws of the State of Arizona and Town Code of the Town of Dewey-Humboldt.

SECTION 4. That the ballots used at said election shall be substantially in the following form:

SHALL A FRANCHISE BE GRANTED TO ARIZONA PUBLIC SERVICE COMPANY, AN ARIZONA CORPORATION; TO CONSTRUCT, MAINTAIN AND OPERATE AN ELECTRIC UTILITY SYSTEM IN THE TOWN OF DEWEY-HUMBOLDT, ARIZONA, AND FUTURE ADDITIONS THERETO, IN ACCORDANCE WITH THE AGREEMENT SUBMITTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA, TO THE QUALIFIED ELECTORS OF SAID TOWN?

SECTION 5. That the Town Clerk and Town Manager are hereby authorized and directed to publish the proposed franchise and take such other actions required by law to conduct the election.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Dewey-Humboldt, Arizona this 21<sup>st</sup> day of May, 2019.

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Terry Nolan, Mayor

ATTEST:

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Beth Evans, Interim Town Clerk

APPROVED AS TO FORM:

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Gust Rosenfeld, PLC

By Susan D. Goodwin

Town Attorney

FRANCHISE AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

DEWEY-HUMBOLDT, ARIZONA

Section 1. - Grant of Franchise:

There is hereby granted to Arizona Public Service Company, a corporation organized and existing under and by virtue of the laws of the State of Arizona (herein called "Grantee"), its successors and assigns, a franchise (herein called the "Franchise") to construct, maintain and operate its electrical system, as defined herein, upon, over, along, across and under the present and future public rights-of-way. These rights-of-way include but are not limited to streets, alleys, ways and highways in the Town of Dewey-Humboldt, Arizona (herein called "Town"). Grantee's system includes electric power lines, together with all necessary or desirable appurtenances, including, but not limited to, poles, towers, wires, cables, conduits, transmission lines, transformers, switches and communication lines for its own use. This Franchise is for Grantee's use of Town's public rights-of-way to supply and deliver electric energy to Town, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof, for all purposes.

Any street lighting service furnished by Grantee to Town or to any street lighting improvement district within Town shall be the subject of a separate agreement and shall not be governed by the provisions of this Franchise.

This Franchise includes the right to use public rights-of-way for the location of communication lines and appurtenances owned and operated by Grantee incidental to

supplying electric energy under this Franchise. This Franchise does not include the right to use public rights-of-way for one-way transmissions directly to customers, users or subscribers of video programming, if any, which is required for the selection of or response to video programming. For purposes of the foregoing, the term “video programming” means programming provided by or generally considered comparable to programming provided by a television broadcast station. Grantee agrees that if Grantee uses or leases to others, the wires, towers, cables or lines for any purpose other than supplying electric services, before such use or lease, Grantee or Grantee’s lessee shall apply for and obtain a separate license from Town.

Town shall not be liable to Grantee should Grantee construct facilities pursuant to this Franchise in an area over which Town has erroneously exercised jurisdiction.

Section 2. – Grantee’s Compliance with Town Code; Plans Submitted for Approval; Town Construction near Grantee’s Facilities:

Town expressly reserves unto itself, subject to the limitations of the Constitution and laws of Arizona, the right to ensure the safety and welfare of the public, including without limitation to, pass and enforce ordinances to protect the public from danger or inconvenience in the operation of any work performed in the public rights-of-way, including without limitation enforcement of this Franchise.

All construction under this Franchise shall be performed in accordance with applicable codes and ordinances of Town with respect to such public rights-of-way. Such construction shall be completed within a reasonable time. Before Grantee makes any installations in the public rights-of-way, Grantee shall upon request or direction from

Town obtain a construction permit and submit for approval a map showing the location of such proposed installations to the designated Town official. Town and Grantee agree and understand that there may be instances when Grantee is required to make repairs that are of an emergency nature. Grantee shall notify Town prior to such repairs, to the extent practicable, and shall obtain the necessary permits in a reasonable time after notification, showing the work performed in the public rights-of-way.

If Town authorizes either directly or through a contractor any construction project adjacent to or near Grantee's facilities operated pursuant to this Franchise, Town shall include in all such construction specifications, bids, and contracts, a requirement that the contractor or his designee must comply with the overhead power line safety laws (A.R.S. § 40-360.41 *et. seq.* as amended).

Section 3. – Construction and Relocation of Grantee's Facilities; Payment:

Annually, the Town and Grantee shall provide one another with a general schedule of its known future construction projects in order that construction projects may be coordinated to the extent practicable. Neither party shall finalize the design of any facility without providing the other party notice as set forth in Section 15 below, and a reasonable opportunity to comment. If either party identifies a potential conflict between their existing facilities and the other party's proposed facilities, said party shall immediately notify the other party of such conflict and the parties shall use their best efforts to resolve such conflict.

All facilities installed or constructed pursuant to this Franchise shall be so located or relocated and so erected as to minimize the interference with traffic, or other authorized

uses over, under or through the public rights-of-way. Furthermore, Grantee shall not install, construct, maintain or use its facilities in a manner that damages or interferes with any existing facilities of another utility located in the public rights-of-way and agrees to relocate its facilities, if necessary, to accommodate another facility relocation that has a prior rights interest in the public rights-of-way.

Activities related to the construction of Grantee's facilities within the rights-of-way such as traffic control, backfilling, compaction and paving, and the location or relocation of lines and related facilities shall be subject to regulation by Town. Grantee shall keep accurate records of the location of all facilities in the public rights-of-way and furnish them to Town upon request. Upon completion of new or relocation construction of underground facilities in the public rights-of-way, Grantee shall, upon request or direction from Town, provide Town's Engineer with corrected drawings showing the location of the underground facilities in those cases where the actual location differs significantly from the proposed location. Grantee shall provide to Town, upon Town's request, the actual location of such new or relocated facilities in the public rights-of-way in an electronic format. Such format shall conform to utility industry best-practice standards. Grantee shall be required to obtain and pay all required fees and charges for construction permits and inspections of all non-electrical transmission or distribution facilities constructed within Town, including but not limited to, office buildings, storage buildings, or repair shops. Permits for electrical transmission or distribution facilities will be issued at no cost under this Franchise.

- A. If Town requires Grantee to relocate Grantee's facilities which are located in private easements obtained by Grantee prior to Town's acquisition of said

property from which the facilities must be relocated, the entire cost of relocating Grantee's facilities (including the cost of purchasing a new private easement if necessary) shall be borne by Town. Town shall also bear the entire cost of all subsequent relocations of the relocated facilities required by Town, until such time as Town condemns or purchases Grantee's private easement.

B. Except as covered in Paragraph A above, Grantee shall bear the entire cost of relocating its facilities located on public rights-of-way, the relocation of which is necessary for Town's or a contractor of Town carrying out of Town's governmental functions. Notwithstanding the foregoing, if Grantee is requested to perform work of a temporary nature on a governmental project to relieve construction problems which could be relieved by other means, the cost of said temporary work will be borne by Town or Town's contractor working on the governmental project. Governmental functions are those duties imposed on Town, where the duties involve a general public benefit, not in the nature of a corporate or business undertaking for the corporate benefit and interest of Town. Governmental functions include, but are not limited to, the following:

1. Any and all improvements to Town's public rights-of-way;
2. Establishing and maintaining domestic water systems, sanitary sewers, storm drains, and related facilities;
3. Establishing and maintaining municipal parks, parking spaces, parkways, pedestrian malls, or grass, shrubs, trees and other

vegetation for the purpose of landscaping any street or public property;

4. Providing fire protection and other public safety functions;
5. Collection and disposal of garbage and recyclables; and
6. The relocation of Grantee's facilities necessary to carry out the exercise of the Town's police power for urban renewal.

- C. Town will bear the entire cost of relocating any of Grantee's facilities, the relocation of which is necessitated by the construction of improvements by or on behalf of Town in furtherance of a proprietary function. All functions of Town which are not governmental are proprietary.
- D. If Town participates in the cost of relocating Grantee's facilities for any reason, the cost of relocation to Town shall not include any upgrade or improvement of Grantee's facilities as they existed prior to relocation.
- E. Town will not exercise its right to require Grantee's facilities to be relocated in an unreasonable or arbitrary manner, or to avoid its obligation under the Franchise. Town agrees to notify Grantee during the planning and design of Town's projects in rights-of-way that may require relocation of Grantee's facilities and to coordinate its construction plans and schedules with Grantee to determine the most cost-effective design to mitigate Grantee's cost to relocate its facilities.
- F. Town agrees it will not require Grantee to relocate its facilities located within the public rights-of-way without providing Grantee adequate space within the rights-of-way to relocate the facilities that must be moved.

G. Upon request, Grantee will provide Town an approved list of tree species for planting in the public rights-of-way where there are existing overhead power lines. Town will consider the list in establishing landscaping in the public rights-of-way. Town will not plant any tree that can normally grow to a height of more than 25 feet under or adjacent to Grantee's overhead power lines in the public rights-of-way. Grantee shall have the authority to prune or remove any trees or shrubs located within or hanging over the limits of the public rights-of-way of Town that in the judgment of Grantee may interfere with the construction, or endanger the operation, of the lines and/or facilities of Grantee. Grantee may remove trees that interfere with construction or endanger operation if approved by Town or the private owner of the tree or shrub in question. Town's approval will not be unreasonably withheld. All said vegetation management work is to be done at Grantee's expense and pursuant to A.N.S.I. Standard A300.

Section 4. – Indemnification:

Town, its departments, officers, employees, agents, successors and assigns, shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by Grantee of its appurtenances hereunder, except to the extent such accident or damage may be proximately caused by the negligent or willful and wanton acts or omissions of Town, its departments, officers, employees, agents, successors and assigns. The acceptance of this Franchise shall be deemed an agreement on the part of Grantee that Grantee shall, to the fullest extent permitted by law, defend,

indemnify, and hold Town harmless from and against any and all claims, costs, suits, damages, judgments, expenses and losses including, but not limited to attorney fees and court costs relating to, arising out of, or alleged to have resulted from the exercise of this Franchise by Grantee; provided, however, that such claims, expenses and losses are not the result of the willful misconduct or negligent acts or omissions of Town:

Grantee, so long as it maintains, operates or owns facilities, within rights-of-way of Town, at its own cost and expense, shall keep, or cause to be kept, in force insurance against claims and liability for personal injury, death and property damage arising from the construction, operation or maintenance by Grantee of its facilities in a reasonable amount sufficient to insure Grantee's obligations under this Section, with Town named as an additional insured. Grantee shall provide Town with 30 days written notice of material change, cancellation or nonrenewal by the insurer. The policy shall be primary and noncontributing with any policy of Town.

Section 5. – Restoration of Rights-of-Way:

Whenever Grantee shall cause any opening or alteration whatsoever to be made for any purpose in any public right-of-way, the work shall be completed with due diligence within a reasonably prompt time. Grantee will restore the disturbed property to a condition as good as it was prior to such opening or alteration. Town agrees that this requirement shall be deemed met if the disturbed property is restored with comparable materials, so that the restoration meets or exceeds industry and Town standards as adopted by the Town Council.

Section 6. – Franchise Fee:

Grantee shall pay to Town in consideration of the grant of this Franchise a sum equal to two percent (2%) of all revenues of Grantee, including Regulatory Assessments, but excluding transaction privilege taxes and similar governmental impositions, from the retail sales and/or delivery by it of electric energy and other charges for services attendant to the retail sale and/or delivery of electric energy delivered through Grantee's electric distribution system within the present and any future corporate limits of Town, as shown by Grantee's billing records. Grantee shall not, however, pay said franchise fee on revenues charged to Grantee's retail customers by third party electric service providers. Except as otherwise provided in this Section 6, said payments shall be in lieu of any and all fees, charges or exaction of any kind otherwise assessed by Town in any way associated with Grantee's use of the rights-of-way, including but not limited to, the construction of Grantee's facilities hereunder or for inspections thereof during the term of this Franchise.

At any time during the term of this this franchise, the Town Council may adopt a resolution changing the franchise fee to a sum between two percent (2%) and zero percent (0%.) Upon adoption of the aforementioned resolution, Town must submit the notice of resolution in writing to the Grantee at:

Arizona Public Service Company  
Office of the Corporate Secretary  
400 North 5<sup>th</sup> Street, M.S. 8602  
Phoenix, Arizona 85004

Grantee will have 30 days, after receiving said written notice from Town, to implement the change to the franchise fee percentage. Grantee will not be required to retroactively collect, pay, or refund franchise fees due to improper notice, or any delay in providing notice to Grantee by Town. If the franchise fee is zero percent (0%), Grantee

shall pay permit fees for work in the rights-of-way pursuant to the fee schedule adopted by the Town Council for work in the public rights-of-way.

For the purpose of verifying amounts payable hereunder, the books and records of Grantee shall be subject to inspection by duly authorized officers or representatives of Town at reasonable times.

Beginning December 16, 2019, payment as described in the preceding paragraphs shall be payable in quarterly amounts within 30 days after the end of each calendar quarter.

Notwithstanding the provisions of this Franchise, if during the term of this Franchise Grantee enters into any electric franchise with any other municipality in Arizona during the term of this Franchise that provides for a higher percentage of Grantee's revenues than two percent (2%) or includes more categories of revenues than set forth in this Franchise, Grantee shall notify Town Council of such higher percentage or expanded revenue base. Town Council, at its sole discretion, shall have the option to, as applicable: (i) increase Grantee's franchise fee to the higher percentage rate; or (ii) include other revenue categories set forth in the franchise agreement Grantee has with the other entity of this State. Following Town Council's action, Grantee agrees to henceforth pay to Town a new franchise fee at the higher franchise percentage or to include the additional revenue categories.

#### Section 7. – Additional Fees and Taxes:

Notwithstanding any provision contained herein to the contrary, Grantee shall pay, in addition to the payment provided in Section 6, the following charges, taxes and fees as established in a code or ordinance properly adopted by Town:

- A. General ad valorem property taxes and special district assessments;
- B. Transaction privilege and use tax as authorized by law and collected by Grantee for its retail sales to its electric customers within the present and any future corporate limits of Town;
- C. Other charges, taxes or fees generally levied upon businesses by Town, provided said charge, tax or fee is a flat fee per year and that the annual amount of such fee does not exceed the amount of similar fees paid by any other businesses operated within Town.

Section 8. – Term:

This Franchise shall continue and exist for a period of twenty-five (25) years from December 16, 2019; provided, however, that either party may terminate this Franchise on its tenth anniversary by giving written notice of its intention to do so not less than one (1) year before the date of termination. If such notice is given for the purpose of negotiating a new franchise and such negotiation is successful, the party giving the notice of termination shall be responsible for the costs of the resulting franchise election.

Section 9. – Franchise; Non-Exclusive:

This Franchise is not exclusive, and nothing contained herein shall be construed to prevent Town from granting other like or similar grants or privileges to any other person, firm or corporation.

Section 10. – Conflicting Ordinances:

Notwithstanding any other provisions hereof, all ordinances and parts of ordinances in conflict with the provisions hereof, to the extent applicable to a franchised electric public service corporation, are hereby superseded.

Section 11. – Independent Provisions:

If any section, paragraph, clause, phrase or provision of this Franchise, shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional.

Section 12. – Town Use of Facilities:

In consideration of this Franchise and the rights granted hereby, Town shall, if the following six criteria are met, have the right to place, maintain, and operate on Grantee's poles located on public rights-of-way within Town's corporate limits, any and all wires and appurtenances (other than steps or climbing devices) for Town's fire alarm, police telephone or other municipal communications services utilized for governmental functions:

- A. Town must notify Grantee in writing of Town's intended use of Grantee's poles;
- B. Town shall, to the fullest extent permitted by law, defend, indemnify and hold Grantee harmless from any and all claims, costs, damages, expenses and losses, including but not limited to attorney fees and court costs relating

to, arising out of, or alleged to have resulted from Town's use of Grantee's facilities pursuant to this Franchise; provided however, that such claims, expenses and losses are not the result of the willful misconduct or negligent acts or omissions of Grantee.

- C. Town's facilities and the installation and maintenance thereof must comply with the applicable requirements of the Occupational Safety and Health Act, the National Electrical Safety Code, and all other applicable rules and regulations as amended. If Town does not comply with all applicable laws, ordinances and regulations, or if Town's facilities create an immediate safety hazard, Grantee retains the right to remove or correct Town's facilities at Town's expense;
- D. Town's facilities and the installation and maintenance thereof must not cause Grantee's facilities and the installation and maintenance thereof to be out of compliance with all applicable requirements of the Occupational Safety and Health Act and the National Electrical Safety Code and all other applicable rules and regulations as amended. If Town does not comply with all applicable laws, ordinances and regulations, or if Town's facilities create an immediate safety hazard, Grantee retains the right to remove or correct Town's facilities at Town's expense;
- E. Town's use of its facilities shall not interfere with Grantee's use of Grantee's facilities, and;
- F. Town shall be responsible for any incremental costs incurred by Grantee as a result of Town's use of Grantee's facilities.

Section 13. – No Third Party Beneficiaries:

There are no third party beneficiaries to this Franchise agreement between Town and Grantee.

Section 14. – Voter Approval Required:

This Franchise is subject to the approval of the electors of Town. Grantee shall pay all of the costs incurred in conducting the franchise election, except that, if one or more additional propositions are presented to the electors at such election, Grantee shall pay only that portion of Town’s election expense determined by dividing all of Town’s expenses by the number of issues presented on the ballot.

Section 15. – Notices:

Any notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and shall be deemed effective either (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or, if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) on the third business day following its deposit with the United States Postal Service, first class and certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

- A. To Town: Town of Dewey-Humboldt  
Attn: Town Clerk  
PO Box 69  
Humboldt, Arizona 86329
  
- B. To Arizona Public Service: Arizona Public Service Company  
Office of the Corporate Secretary  
400 North 5<sup>th</sup> Street, Mail Station 8602  
Phoenix, Arizona 85004

Section 16. – Adoption:

We, the undersigned, have adopted this document on the dates written below in accordance with the results of the Town of Dewey-Humboldt election on November 5, 2019.

TOWN OF DEWEY-HUMBOLDT

ARIZONA PUBLIC SERVICE COMPANY,  
An Arizona Corporation

By \_\_\_\_\_  
Terry Nolan, Mayor

By \_\_\_\_\_  
Jacob Tetlow, APS Vice President  
Transmission & Distribution Operations

On behalf of the Town of Dewey-Humboldt  
Date: \_\_\_\_\_

On behalf of Arizona Public Service Co.  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Town Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gust Rosenfeld, PLC  
By Susan D. Goodwin  
Town Attorney

# Official Ballot

## Franchise Election

Town of Dewey-Humboldt,  
State of Arizona  
November 5, 2019

# Balota Oficial

## Eleccion de Licencia

Ciudad de Dewey-Humboldt,  
Estado de Arizona  
5 de noviembre de 2019

### Instructions to Voters

1. If you wish to vote for approval of the franchise (a YES vote), place a mark in the square opposite "FOR THE FRANCHISE" in the box below.
2. If you wish to vote against the franchise (a NO vote), place a mark in the square opposite "AGAINST THE FRANCHISE" in the box below.
3. If you make a mistake on your ballot, present the spoiled ballot to one of the Election officials for a new ballot.

### Instrucciones para Votantes

1. Si desea votar a favor de aprobacion licencia (un voto de SÍ) marque el cuadro en seguida de las palabras "EN FAVOR DE LA LICENCIA" en los siguientes cuadros.
2. Si desea votar en contra de licencia (un voto de NO), marque el cuadro en seguida de las palabras "EN CONTRA DE LA LICENCIA" en los siguientes cuadros.
3. Si hace un error en su balota, presente la balota doblada a uno de los oficiales de la Eleccion, para que le den otra balota.

## ELECTRIC FRANCHISE

SHALL A FRANCHISE BE GRANTED TO AN ARIZONA PUBLIC SERVICE COMPANY, AN ARIZONA CORPORATION; TO CONSTRUCT, MAINTAIN AND OPERATE AN ELECTRIC UTILITY SYSTEM IN THE TOWN OF DEWEY-HUMBOLDT, ARIZONA, AND FUTURE ADDITIONS THERETO, IN ACCORDANCE WITH THE AGREEMENT SUBMITTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA, TO THE QUALIFIED ELECTORS OF SAID TOWN?

FOR THE FRANCHISE?

AGAINST THE FRANCHISE/

## LICENCIA ELÉCTRICA

¿DEBE CONCEDIDO UNA LICENCIA A ARIZONA PUBLIC SERVICE COMPANY, SOCIEDAD ANÓNIMA DE ARIZONA, PARA CONSTRUIR, MANTENER Y OPERAR UN SISTEMA DE SERVICIOS PÚBLICOS DE ELECTRICIDAD EN EL CIUDAD DE DEWEY-HUMBOLDT, ARIZONA, Y LAS ADICIONES FUTURAS A LA MISMA, DE ACUERDO CON EL CONTRATO QUE EL ALCALDE Y EL CONSEJO DE LA CIUDAD DE DEWEY-HUMBOLDT, ARIZONA, HAN SOMETIDO A LA VOTACIÓN DE LOS ELECTORES DE DICHO CIUDAD?

¿EN FAVOR DE LA LICENCIA?.....

¿EN CONTRA DE LA LICENCIA?.....

DRAFT

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

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## Staff Report

### Planning and Zoning Advisory Commission Meeting

#### April 4, 2019

**Date:** May 16, 2019  
**To:** Town Council  
**From:** Planning and Zoning Advisory Commission  
**Agenda Item – 8.C.** Discussion on amending outside storage 153.086 (13) (a) to (g) *Steel Cargo Containers*

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#### **BACKGROUND:**

On February 19, 2019, the Town Council had on its Agenda, the following item:

***E. Discuss amending outside storage 153.086 (13) (a) to (g) Steel Cargo Containers, discuss as a possible emergency measure, allow on 25,000 s/f lot (CAARF – CM Collins)***

At the conclusion of their discussion, the Council voted unanimously to direct further consideration of possible amendments to Town Code Section 153.086.13 to the Planning and Zoning Advisory Commission (P&Z).

Section 153.086.13 reads as follows:

§ 153.086 **OUTSIDE STORAGE.**

(13) *The outside storage of steel storage containers is allowed as an accessory use, solely for the storage of personal items owned by the property owner, occupant or business (in appropriate commercially designated areas in the RMM or less restrictive use districts provided as follows:*

- (a) *An approval letter from the Zoning Administrator is obtained prior to placement of the unit.*
- (b) *Containers shall meet the minimum yard requirements of the primary structure in the applicable density district as well as building separation and lot coverage requirements.*
- (c) *All containers shall be painted and maintained either the primary structure color or an earth tone consistent with the surrounding terrain prior to placement.*
- (d) *Any electrical service to comply with applicable adopted building codes and other town codes.*
- (e) *No residential unit to exceed eight feet by 20 feet.*
- (f) *Minimum residential use parcel size is two acres.*
- (g) *Only one unit per residential parcel.*
- (h) *Any unit not able to meet the foregoing performance criteria will require a use permit prior to permitting and installation. Temporary uses of such containers (up to two years) can be administratively approved in conjunction with approved construction/remodeling projects.*

The issues conveyed to the P&Z by the Council were:

- The restriction on steel storage containers as accessory uses, to properties of 2 acres or greater.
- The restriction on steel storage containers as accessory uses to one per residential property.
- The requirement that steel storage containers, as accessory uses be subject to setbacks in effect for the underlying zoning district.

An issue not addressed by the Council, but that was taken up by the P&Z is the limitation of steel storage containers as accessory uses only in the RMM and less restrictive zoning districts. The more restrictive R1L zoning districts, which make up approximately 50% of the Town, are by virtue of this requirement, not eligible for the siting of steel storage containers as accessory uses.

**P&Z RECOMMENDATION:**

The Commission, at its April 4, 2019 Regular Meeting, discussed at length the direction from Council, and voted to direct Staff to report the following recommendations from the P&Z:

1. Delete 153.086(13) (e), (f) and (g) in their entirety.
2. Amend 153.036(B)(7) to add the a new section (k) to the list of permitted accessory uses to read:  
*“Steel storage containers to meet the minimum requirements as provided under § 153.086.”*



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## MEMO

**Date:** May 21, 2019  
**To:** Town Council  
**From:** Ed Hanks/Victor Hambrick  
**Agenda Item – 8.D.** Staff Report to Council on P&Z proposed Work List

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### **Work Items to discuss with Council:**

The Commission's expectation, going into this discussion, is that the Council will review this list with the Commission and discuss the details with them. Coming out of that discussion it is expected that the Council will likely approve or disapprove of individual items, and may include some items that are not a part of what is proposed by the Commission. The Council will then likely, prioritize the list for the Commission and provide other guidance on how the Commission should study the issues and prepare recommendations to present to Council. The Commission, on the other hand, is expected to come up with the plan of how accomplish each item.

**a. Establishment of volunteer group to provide assistance with compliance with code enforcement violations.**

Occasionally property owners who have been cited for zoning code violations find themselves unable to respond to correcting the violation, not through unwillingness to do so, but rather, because of lack of physical or financial ability. The objective would be to organize a group of volunteer citizens that could form a response team.

**b. Exploration of possible routes for providing permanent access across the Agua Fria River.**

There has long been discussions on the subject of providing better than a low water crossing of the Agua Fria in Dewey-Humboldt. This item would provide an opportunity for focused investigation of the possibilities. The Town of Dewey-Humboldt "Transportation Study" from 2012 explored the likely options, and could be part of this discussion.

**c. Improvement Districts as a mechanism for improving private roads that are proposed to transition to public.**

Many of the roads that could be considered to serve as an alternative route in and out of the Blue Hills area are private roads that have been unimproved. Improvement Districts may be used to provide the finances to improve private roads prior to their consideration for transition to public roads.

**d. Review and discussion of Town General Plan Circulation Element and challenges to implementation:**

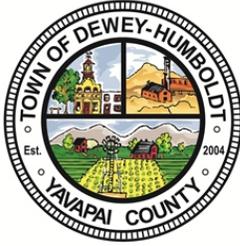
It is becoming increasingly apparent that an effort should be made to understand the possible routes for "Potential Alternative Collector Corridors". The Firewise Board, through their efforts to engage the citizenry in an effort to provide defensible space from potential wildfires, has made the Town more cognizant of the fact that the Blue Hills area is at extreme risk for wildfire damage. A huge area in the center of the Town and adjacent to the Blue Hills is devoid of reasonable access for evacuation. It may be possible to begin a resource inventory and to examine the viability of connecting private easements with Town Roads to forge a secondary ingress/egress to and from that neighborhood.

**e. Discussion regarding troubling existing zoning anomalies:**

There are a number of areas in the Town where we have inherited some zoning district boundaries that appear to totally disregard property lines for no apparent reason. These district boundaries split parcels creating problems for development. The Planning Department has received a number of calls from property owners in these areas seeking clarification of their development potential given this situation. The P&Z should be aware of these areas, as Staff may be proposing to Council that solutions be developed to better serve the property owners.

**f. Discussion of General Plan Update process and alternatives:**

If the update is to be undertaken there are several steps and issues to consider, and the Commission may be directed by the Council to investigate the process and to make a recommendation of a course of action.



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www.dhaz.gov

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**TOWN COUNCIL REGULAR MEETING**  
**May 21, 2019 – 6:30 p.m. Town Council Meeting Chambers**

**To:** Mayor and Town Council Members

**From:** Ed Hanks, Interim Town Manager

**Date Submitted:** April 25, 2019

**Agenda Item – 8.E.** Staff Report to Council on Intergovernmental Agreement (IGA) between the Superior Court of Arizona in Yavapai County and the Municipal/Magistrate Court of Dewey-Humboldt, Arizona, for interpreter services.

The Superior Court has historically offered certain interpreter services to municipal courts in Yavapai County. The Town of Dewey-Humboldt desires to avail themselves of these services for the Municipal/Magistrate Court.

This IGA specifies:

- Authority for the provision of this service, a term that runs from July 1, 2019 through June 30, 2021;
- Stipulates the duties of the Superior Court and Municipal/Magistrate Court in furtherance of the IGA;
- Stipulates that the Municipal/Magistrate Court will be charged a flat fee of \$40 per hour, with quarter hour minimum for all interpreter work performed, and further that the Municipal/Magistrate Court will be billed at the current County rate of 44.5 cents per mile for any travel to the Municipal/Magistrate Court.

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**THE SUPERIOR COURT OF ARIZONA IN YAVAPAI COUNTY**

**and**

**THE MUNICIPAL/MAGISTRATE COURT OF DEWEY-HUMBOLDT, ARIZONA**

This Intergovernmental Agreement (“IGA”), is entered into between the Superior Court of Arizona, in and for the County of Yavapai (“Superior Court”), and the City/Town of Dewey-Humboldt, Arizona on behalf of its Municipal/Magistrate court (“Municipal/Magistrate Court”), for interpreter services.

1. RECITALS

WHEREAS, the Superior Court has historically offered certain interpreter services to certain municipal courts in Yavapai County; and

WHEREAS, the Municipal/Magistrate Court desires to use the interpreter services offered by the Superior Court;

THEREFORE, in consideration of the mutual agreement expressed herein, the parties agree as follows:

2. PURPOSE

The purpose of this IGA is to provide interpretation and translation services as specified herein.

3. AUTHORITY

Pursuant to Arizona State Judiciary Administrative Order 2011-96, all courts must have developed a language access plan that documents how the court makes court proceedings and operations available to limited-English-proficient (LEP) parties and witnesses. The court is responsible for taking reasonable steps to ensure that LEP individuals have meaningful access to all court-ordered services and programs

Court interpreters will be provided in all courtroom proceedings at no cost to all LEP witnesses; litigants; victims; parents, guardians, and family members of minor witnesses, victims, and/or litigants; as well as any other person whose presence or participation is necessary or appropriate as determined by the judicial officer.

Pursuant to Arizona State Judiciary Administrative Order 2016-02, courts are required to have staff who provide interpreter services credentialed at Tier 3 or higher under the Arizona Court Interpreter Credentialing Program (ACICP) by June 30, 2019. This requirement applies to all regular staff who are classified as interpreters, as well as those staff who are not so classified but who may be engaged by the court to act as interpreters. This requirement does not apply to bilingual staff who may be able to carry out their non-interpreting duties in a language other than English (i.e. public counters, information kiosks, etc.).

The parties are authorized to enter into this IGA pursuant to A.R.S. § 11-952(J).

4. TERM AND RENEWAL; TERMINATION

- A. This IGA shall be effective July 1<sup>st</sup>, 2019 and shall expire June 30<sup>th</sup>, 2021. The parties may renew this IGA in writing for four additional two-year terms, to expire no later than June 30<sup>th</sup>, 2029. If the Municipal/Magistrate Court wishes to renew this IGA, it must notify the Superior Court at least 90 days in advance of its expiration. If City/Town Council approval is required for this IGA, the renewal may be executed by the Municipal/Magistrate Presiding Judge or City/Town Manager. The Municipal/Magistrate Court understands and agrees that the Superior Court may increase the cost of the interpreter services at the time of renewal to reflect an increase in actual costs.
- B. Either party may terminate this IGA for any reason upon 30 days' written notice. Either party may terminate this IGA immediately if the other party materially breaches the IGA. Either party may terminate this IGA due to non-availability of funds, as stated in paragraph 16. Upon termination, all property used in performance of this IGA shall be returned to the party owning the property or entitled to possession.
- C. This IGA supersedes all prior agreements between the parties for interpreter services. Any amendments to this IGA must be in writing and signed by both parties.

5. DUTIES OF SUPERIOR COURT

The Superior Court Administration's Interpreter's Office (Interpreter's Office) shall provide or arrange for interpreting services for the Municipal/Magistrate Court for all hearings, trials, programs and events held within the court in all languages, including ASL.

Court interpreter services will be provided in all courtroom proceedings at no cost to all LEP witnesses; litigants; victims; parents, guardians, and family members of minor witnesses, victims, and/or litigants; as well as any other person whose presence or participation is necessary or appropriate as determined by the judicial officer.

The Interpreter's Office shall have the responsibility of scheduling staffed and freelance interpreters for the Municipal/Magistrate Court. The Interpreter's Office shall make reasonable accommodations to have the interpreters appear in-person, telephonic or via video conference.

The Interpreter's Office shall translate as time permits, all requested translations of Spanish court forms, documents, and signage. Each request will be assessed to determine the appropriate deadline date.

#### 6. DUTIES OF MUNICIPAL/MAGISTRATE COURT

The Municipal/Magistrate Court shall provide the Interpreter's Office with the Court's calendar to schedule interpreters as soon as possible.

The Municipal/Magistrate Court shall contact the Interpreter's Office for any scheduled or non-scheduled interpreter needs.

The Municipal/Magistrate Court shall encourage grouping of interpreter matters to maximize staffing usage and to reduce costs.

The Municipal/Magistrate Court shall submit all translation requests to the Interpreter's Office.

The parties agree that the Municipal/Magistrate Court will become part of the Superior Courts Language Access Plan (LAP). The Superior Court will routinely assess whether changes to the LAP are needed. The plan may be changed or updated at any time but reviewed not less frequently than biennially.

#### 7. FUNDING

The Municipal/Magistrate Court will be charged a flat fee of **\$40 per hour** with a quarter-hour minimum for all interpreter work, including appearances in-person, telephonically, via video conference, and for translation work. Any travel to Municipal/Magistrate Courts will be billed at the current County rate, presently **44.5 cents per mile**. Efforts will be made to consolidate travel to more distant locations to share travel costs between courts. The Interpreter's Office will help coordinate free-lance interpreters, however, the Municipal/Magistrate Court will be responsible for paying the free-lancers directly. Fees or services will be billed by Superior Court Administration to the Municipal/Magistrate Court quarterly.

#### 8. INDEMINIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, Municipal/Magistrate Court shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing

any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Municipal/Magistrate Court's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

9. INSURANCE

Both parties are insured as governmental entities and therefore no insurance certificates are required by either party pursuant to this IGA.

10. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, both parties shall retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, either party shall produce the original of any or all such records.

11. CANCELLATION FOR CONFLICT OF INTEREST

The requirements of A.R.S. § 38-511 apply to this Agreement.

12. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of Arizona.

13. LEGAL OBLIGATIONS

This IGA does not relieve either party of any obligation or responsibility imposed upon it by law.

14. ARBITRATION

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

15. WAIVER AND MODIFICATION

None of the provisions of the Agreement may be waived, changed or altered except in writing signed by both parties.

16. AVAILABILITY OF FUNDS

Every payment obligation of the parties under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the parties or any other agency of the State of Arizona at the end of the period for which funds are available. No legal liability on the part of the parties or any other agency of the State of Arizona for any payment may arise under this Agreement until and only as long as funds are made available for performance of this Agreement. If the necessary funds are not made available, then that party shall provide written notice to the other party and may cancel this Agreement without further obligation. No liability shall accrue to the parties or any other agency of the State of Arizona in the event this provision is exercised, and neither the parties nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including payments or damages for purchases or subcontracts entered into in anticipation of funding.

17. NOTICES

All notices, claims, request, and demands under this IGA are to be in writing and served in person or via certified (return receipt requested) United States mail, postage prepaid, addressed as follows:

If to the Superior Court:	AZ Superior Court in Yavapai County Court Administrator 120 S. Cortez Rm 410 Prescott, AZ. 86303
---------------------------	---

If to Municipal/Magistrate Court:	Municipal/Magistrate Court Dewey-Humboldt Magistrate Court 2735 S Hwy 69, PO Box 492 Humboldt, AZ 86329
-----------------------------------	--

or at such other address as shall be indicated in writing by each party. Service by certified mail will be deemed to occur on the postmark date borne by the return receipt.

In witness whereof, the parties hereto have executed this IGA on the date written below:

  
\_\_\_\_\_  
Honorable  
Municipal/Magistrate Court  
Presiding Judge

*May 7, 2019*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
C. Rolf Eckel  
Superior Court  
Court Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Honorable David L. Mackey  
Superior Court  
Presiding Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Assistant Attorney General

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.**

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

RECEIVED  
MAY 10 2019  
Dewey-Humboldt

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type:  Regular  Special  Work Session

Meeting Date: 5-21-19

Date of Request: 5-10-19

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):

Update code 30.104 to ensure study/work sessions are only for study/work - no action items. May need definitions. SEE attached.

Purpose and Background Information (Detail of requested action). Change to require 3 council members are needed to insert action item on agenda. See attached. May need to add definitions of emergency or removal of term to prevent conflict with 30.031(B)(10.)

Staff Recommendation(s): \_\_\_\_\_

Budgeted Amount: \_\_\_\_\_

List All Attachments: 30.104; 30.031(B)(10)

Type of Presentation: \_\_\_\_\_

Special Equipment needed:  Laptop  Remote Microphone  
 Overhead Projector  Other: \_\_\_\_\_

Contact Person: Lynn Collins

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.

§ 30.104 SPECIAL AND EMERGENCY MEETINGS.

Pursuant to the Act, the Council may also hold special or emergency meetings as deemed necessary. ~~The Mayor or three Councilmembers~~ may call for a special meeting or special work session as ~~he or she~~ deems appropriate to conduct town business subject to the requirements of the Open Meetings Law and posting of meeting notices.

Define terms if or as needed. . . .  
(Ord. 09-49, passed 4-7-2009; Am. Ord. 10-77, passed 10-5-2010)

(Collins)

~~1; Am. Ord. 11-84, passed 4-5-2011; Am. Ord. 13-102, passed 10-15-2013)~~

Bookmark § 30.031 / MAYOR AND VICE MAYOR; APPOINTMENT, POWER AND DUTIES.

(A) Preamble. Pursuant to Arizona Revised Statutes, in addition to being a member of the Town Council, the Mayor is the town's Chief Executive Officer. All authority in town government ultimately resides with the Town Council of which the mayor comprises one-seventh of its membership. Except as set forth in the Arizona Constitution and the Arizona Revised Statutes, the Mayor has no duties, responsibility or authority not delegated by the Council. This section sets forth the duties, responsibilities and authority delegated by the Common Council to the Mayor.

(B) The Mayor shall perform such duties as prescribed by town ordinance, as imposed by the Town Council, or as required by the constitution and laws of the State of Arizona, including the following:

- (1) The Mayor is the official head of the town for all ceremonial purposes.
- (2) The Mayor does not possess any power of veto.
- (3) The Mayor (and any other member of Council) shall not use town letterhead for any correspondence without the express approval of a majority of the Town Council and unless it reflects the view of the majority of the Council as expressed by either vote or consensus.
- (4) The Mayor shall not act as a representative of the town before any other town, city, county, state, or federal government or agency without the express approval of a majority of the Town Council. If Council has previously appointed a Councilmember to act as the town's representative to such a body or meeting, the Mayor may attend as an observer and shall not participate in the meeting unless acting as an alternate representative of the town.
- (5) The Mayor and Vice Mayor, or their designee(s), shall coordinate with the Town Manager to develop agendas for meetings of the Town Council.
- (6) The Mayor shall act as the Chairman of the Council and preside over its meetings in accordance with Robert's Rules of Order and with the Council procedures set forth in §§ 30.107 and 30.109 of this code.
- (7) As a member of the Council, the Mayor shall have the same rights and privileges as all other Councilmembers, including the ability to make, second, and vote on motions made by the Council.
- (8) The Mayor may make inquiries to town staff but shall not interfere with the Town Manager's authority, either by giving orders or explicit directions, suggestions, or requests, publicly or privately, regarding town matters to any subordinates of the Town Manager

whether it be financial, budgetary, human resources, or operational in manner. The Mayor shall not attempt to exert influence on the Town Manager on issues relating to the hiring or removal of persons employed by the town or on issues yet to be decided on by the Council.

(9) The Mayor shall sign any ordinance, resolution, contract, warrant, demand or other document or instrument requiring the Mayor's signature within five business days from the date the Council took action requiring the Mayor's signature or from notification by the Town Manager that such document requires the Mayor's signature. If the Mayor refuses or fails to sign any ordinance, resolution, contract, warrant, demand or other document or instrument authorized to be signed and requiring his signature, then the Vice-Mayor shall sign such ordinance, resolution, contract, warrant, demand or other document or instrument and when so signed such document shall have the same force and effect as if signed by the Mayor. If the Vice Mayor refuses or fails to sign any ordinance, resolution, contract, warrant, demand or other document or instrument within five days from notification by the Town Manager that such document requires his signature, then any member of the Council may sign such document and when so signed such document shall have the same force and effect as if signed by the Mayor.

(10) The Mayor may, by proclamation, declare a local emergency to exist due to any natural or man-made calamity or disaster. The Mayor may also declare such an emergency in the event of a threat of occurrence of riot or other acts of civil disobedience which endanger life or property within the town. After declaration of any such emergency, the Mayor shall govern by proclamation and impose any and all necessary regulations to preserve the peace and order of the town, including but not limited to:

- (a) Imposition of a curfew for all or any portion of the town;
- (b) Ordering the closing of any business;
- (c) Closing to the public access to any public building, street or other public place; or
- (d) Calling upon regular or auxiliary law enforcement agencies and organizations within or without the town for assistance in providing for the safety of the town, its citizens and property.

(11) As the Mayor may deem appropriate, and upon request by an organization or individual, the Mayor may prepare proclamations that identify particular days or events to be of special interest to the town and its citizens.

(12) The Mayor shall prepare and submit to the Council an annual update on the external memberships and committees that the Mayor participates in or serves on in his or her official capacity. The update shall include the entity's mission and purpose, associated costs, the role of the Mayor, and the town's position/policy for each of the external memberships or committees. The report shall be submitted at the first regular Council Meeting in December.

[Print](#)

## Dewey-Humboldt, AZ Code of Ordinances

**§ 30.031 MAYOR AND VICE MAYOR; APPOINTMENT, POWER AND DUTIES.**

(A) *Preamble.* Pursuant to Arizona Revised Statutes, in addition to being a member of the Town Council, the Mayor is the town's Chief Executive Officer. All authority in town government ultimately resides with the Town Council of which the mayor comprises one-seventh of its membership. Except as set forth in the Arizona Constitution and the Arizona Revised Statutes, the Mayor has no duties, responsibility or authority not delegated by the Council. This section sets forth the duties, responsibilities and authority delegated by the Common Council to the Mayor.

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(4) The Mayor shall not act as a representative of the town before any other town, city, county, state, or federal government or agency without the express approval of a majority of the Town Council. If Council has previously appointed a Councilmember to act as the town's representative to such a body or meeting, the Mayor may attend as an observer and shall not participate in the meeting unless acting as an alternate representative of the town.

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(7) As a member of the Council, the Mayor shall have the same rights and privileges as all other Councilmembers, including the ability to make, second, and vote on motions made by the Council.

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(9) The Mayor shall sign any ordinance, resolution, contract, warrant, demand or other document or instrument requiring the Mayor's signature within five business days from the date the Council took action requiring the Mayor's signature or from notification by the Town Manager that such document requires the Mayor's signature. If the Mayor refuses or fails to sign any ordinance, resolution, contract, warrant, demand or other document or instrument authorized to be signed and requiring his signature, then the Vice-Mayor shall sign such ordinance, resolution, contract, warrant, demand or other document or instrument and when so signed such document shall have the same force and effect as if signed by the Mayor. If the Vice Mayor refuses or fails to sign any ordinance, resolution, contract, warrant, demand or other document or instrument within five days from notification by the Town Manager that such document requires his

signature, then any member of the Council may sign such document and when so signed such document shall have the same force and effect as if signed by the Mayor.

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(d) Calling upon regular or auxiliary law enforcement agencies and organizations within or without the town for assistance in providing for the safety of the town, its citizens and property.

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(12) The Mayor shall prepare and submit to the Council an annual update on the external memberships and committees that the Mayor participates in or serves on in his or her official capacity. The update shall include the entity's mission and purpose, associated costs, the role of the Mayor, and the town's position/policy for each of the external memberships or committees. The report shall be submitted at the first regular Council Meeting in December. Exception: if any member of Council requests a report on an activity or meeting that the Mayor has attended prior to the annual report date that member may request such report by action of Council action agenda request form. Upon majority affirmative vote of the Council, the Mayor shall provide said report, including direct effects and justification for the use of town funds, at a Council meeting within 30 days of the request.

(13) The Mayor may perform such other duties consistent with the Mayoral duties set forth herein and as required by town ordinance or resolution, action of council, or Arizona State Law.

(C) *Action in excess of delegation.* If a majority of the Town Council possesses a reasonable belief that the Mayor has acted in excess of the Town Council's delegation of duties, responsibilities, or authority, the Town Council shall direct the Town Prosecutor to consider charging the Mayor with a civil violation of this section. If the Town Prosecutor brings such a charge and if the Town Magistrate determines by a preponderance of evidence that the Mayor has exceeded his or her delegated authority, the Magistrate shall impose a fine within the guidelines of his or her authority and the general penalties set forth in § 10.99.

(D) *Failure to perform.* If a majority of the Town Council possesses a reasonable belief that the Mayor has failed to perform any duty or responsibility imposed on him or her by this section, any other ordinance, statute, or law, the Town Council shall direct the Town Prosecutor to consider charging the Mayor with a civil violation under this section or a criminal charge of nonfeasance in public office as defined by Arizona Revised Statutes, or the Town Prosecutor may, of his or her own volition, charge the Mayor with a civil violation under this section or a criminal charge of nonfeasance in public office as defined by Arizona Revised Statutes. If the Town Prosecutor brings a civil charge and if the Town Magistrate determines by a preponderance of evidence that the Mayor has failed to perform as required by this section, the Magistrate shall impose a fine within the guidelines of his or her authority and general penalties set forth in the town code. If the Town Prosecutor brings a criminal charge of nonfeasance in public office and the Town Magistrate finds the Mayor guilty, the Mayor shall be subject to the maximum criminal penalty available for such a violation. If the Town Prosecutor brings both a civil and a criminal charge and the Mayor is found responsible for the civil charge and guilty of the criminal charge, the Mayor shall be subject to both the criminal penalties and the civil fine, but if fines are imposed for the criminal offense, they shall offset any fines imposed for the civil offense.

(E) *Appointment of Vice Mayor; term.* Absent a vote of no-confidence, at the second regular Council Meeting in December each year, the Town Council shall appoint the most senior Councilmember who has not already been the Vice Mayor and has served on Council for at least one year to the Vice Mayor position for a one-year term or until a new Vice Mayor is appointed. If no Councilmember meets the above criteria or the person to be appointed declines the appointment, the most senior Councilmember shall be appointed to serve as Vice Mayor for a one-year term.

(F) *Duties of Vice Mayor.* The Vice Mayor shall perform the duties of the Mayor in the Mayor's absence and shall perform such other duties as may be, from time to time, delegated by the Town Council.

(Ord. 09-49, passed 4-7-2009; Am. Ord. 09-56, passed 9-8-2009; Am. Ord. 13-100, passed 9-17-2013; Am. Ord. 15-109, passed 1-20-2015; Am. Ord. 15-115, passed 9-1-2015; Am. Ord. 15-119, passed 12-15-2015; Am. Ord. 15-121, passed 12-15-2015)

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

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MAY 10 2019

Dewey-Humboldt

COUNCIL AGENDA ACTION REQUEST FORM

RECEIVED

MAY 10 2019

Dewey-Humboldt

Meeting Type:  Regular  Special  Work Session

Meeting Date: 5-21-19 (if possible)

Date of Request: 5-10-19

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):

Discuss violation of 30.031 (B),(4) and (8) by Mayor Nolan. Vote on 30.031 (C), (D) - Referral to Town Prosecutor

Purpose and Background Information (Detail of requested action). During May 7 2019 agenda

item G discussion, Town Council learned Mayor Nolan gave orders to I.T.M. Hanks and acting Clerk Evans to cause announcement of Superfund open house that misled public to believe it was an official Town Event. It was not voted on or revealed to Town Council until 3 days before it was to happen. And was not covered by

Staff Recommendation(s): \_\_\_\_\_  
\_\_\_\_\_ Town insurance carrier

Budgeted Amount: \_\_\_\_\_

List All Attachments: Town Code 30.031

Type of Presentation: \_\_\_\_\_

Special Equipment needed:  Laptop  Remote Microphone  
 Overhead Projector  Other: \_\_\_\_\_

Contact Person: Lynn Collins

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.

Bookmark§ 30.031 MAYOR AND VICE MAYOR; APPOINTMENT, POWER AND DUTIES.

(A) Preamble. Pursuant to Arizona Revised Statutes, in addition to being a member of the Town Council, the Mayor is the town's Chief Executive Officer. All authority in town government ultimately resides with the Town Council of which the mayor comprises one-seventh of its membership. Except as set forth in the Arizona Constitution and the Arizona Revised Statutes, the Mayor has no duties, responsibility or authority not delegated by the Council. This section sets forth the duties, responsibilities and authority delegated by the Common Council to the Mayor.

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whether it be financial, budgetary, human resources, or operational in manner. The Mayor shall not attempt to exert influence on the Town Manager on issues relating to the hiring or removal of persons employed by the town or on issues yet to be decided on by the Council.

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- (a) Imposition of a curfew for all or any portion of the town;
- (b) Ordering the closing of any business;
- (c) Closing to the public access to any public building, street or other public place; or
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(C) Action in excess of delegation. If a majority of the Town Council possesses a reasonable belief that the Mayor has acted in excess of the Town Council's delegation of duties, responsibilities, or authority, the Town Council shall direct the Town Prosecutor to consider charging the Mayor with a civil violation of this section. If the Town Prosecutor brings such a charge and if the Town Magistrate determines by a preponderance of evidence that the Mayor has exceeded his or her delegated authority, the Magistrate shall impose a fine within the guidelines of his or her authority and the general penalties set forth in § 10.99.

(D) Failure to perform. If a majority of the Town Council possesses a reasonable belief that the Mayor has failed to perform any duty or responsibility imposed on him or her by this section, any other ordinance, statute, or law, the Town Council shall direct the Town Prosecutor to consider charging the Mayor with a civil violation under this section or a criminal charge of nonfeasance in public office as defined by Arizona Revised Statutes, or the Town Prosecutor may, of his or her own volition, charge the Mayor with a civil violation under this section or a criminal charge of nonfeasance in public office as defined by Arizona Revised Statutes. If the Town Prosecutor brings a civil charge and if the Town Magistrate determines by a preponderance of evidence that the Mayor has failed to perform as required by this section, the Magistrate shall impose a fine within the guidelines of his or her authority and general penalties set forth in the town code. If the Town Prosecutor brings a criminal charge of nonfeasance in public office and the Town Magistrate finds the Mayor guilty, the Mayor shall be subject to the maximum criminal penalty available for such a violation. If the Town Prosecutor brings both a civil and a criminal charge and the Mayor is found responsible for the civil charge and guilty of the criminal charge, the Mayor shall be subject to both the criminal penalties and the civil fine, but if fines are imposed for the criminal offense, they shall offset any fines imposed for the civil offense.

(E) Appointment of Vice Mayor; term. Absent a vote of no-confidence, at the second regular Council Meeting in December each year, the Town Council shall appoint the most senior Councilmember who has not already been the Vice Mayor and has served on Council for at least one year to the Vice Mayor position for a one-year term or until a new Vice Mayor is appointed. If no Councilmember meets the above criteria or the person to be appointed declines the appointment, the most senior Councilmember shall be appointed to serve as Vice Mayor for a

one-year term.

(F) Duties of Vice Mayor. The Vice Mayor shall perform the duties of the Mayor in the Mayor's absence and shall perform such other duties as may be, from time to time, delegated by the Town Council.

(Ord. 09-49, passed 4-7-2009; Am. Ord. 09-56, passed 9-8-2009; Am. Ord. 13-100, passed 9-17-2013; Am. Ord. 15-109, passed 1-20-2015; Am. Ord. 15-115, passed 9-1-2015; Am. Ord. 15-119, passed 12-15-2015; Am. Ord. 15-121, passed 12-15-2015)

[Print](#)

## Dewey-Humboldt, AZ Code of Ordinances

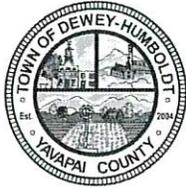
### **§ 30.081 REQUEST FOR STAFF RESOURCES.**

(A) Council requests for research or other staff work must be directed to the Town Manager, or the Town Attorney regarding legal matters, or the Town Clerk regarding matters within the Clerk's authority.

(B) If more than one hour of staff time will be required to complete the task/project, the item will be agendaized to ask the Town Council if time should be spent on preparing a report on the proposed item.

(C) Staff responses prepared to Council inquiries shall be distributed to all Town Councilmembers.

(Ord. 09-49, passed 4-7-2009)



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

**RECEIVED**  
MAY 08 2019  
Dewey-Humboldt

**COUNCIL AGENDA ACTION REQUEST FORM**

Meeting Type:  Regular       Special       Work Session

Meeting Date: 5/21/19

Date of Request: 5/08/19

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):**

Discuss The Vacancy of our Attorney

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

Discuss Advertise for RFA for Attorney for Town

Staff Recommendation(s): \_\_\_\_\_

Budgeted Amount: \_\_\_\_\_

List All Attachments: \_\_\_\_\_

Type of Presentation: oral

Special Equipment needed:  Laptop     Remote Microphone  
 Overhead Projector     Other: \_\_\_\_\_

Contact Person: Mayor, Nolan

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

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

**RECEIVED**  
 MAY 08 2019  
 Dewey-Humboldt

**COUNCIL AGENDA ACTION REQUEST FORM**

Meeting Type:  Regular     Special     Work Session

Meeting Date: 5/21/19

Date of Request: 5/8/19

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):

Discuss Right of way on OLD  
Black Canyon Highway

Purpose and Background Information (Detail of requested action):

Mr. Stalter & Mr. Wood would like to donate  
The Bridge & 60' frontage to the Town for the  
Town to Survey & install new Fencing along said

Staff Recommendation(s): Right of way

Budgeted Amount: \_\_\_\_\_

List All Attachments: \_\_\_\_\_

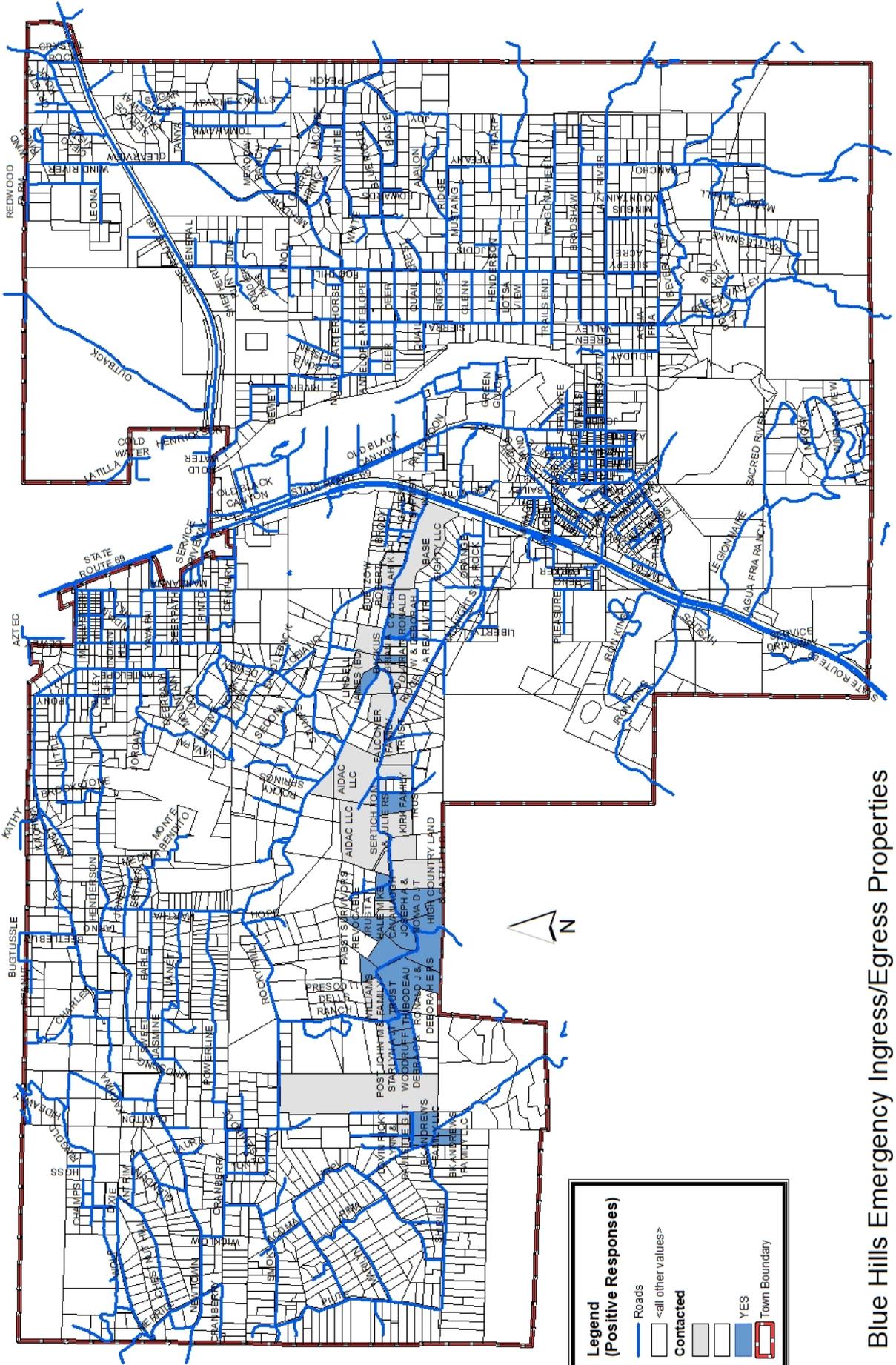
Type of Presentation: oral

Special Equipment needed:  Laptop     Remote Microphone  
 Overhead Projector     Other: \_\_\_\_\_

Contact Person: Mayor, Nolan

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

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**Legend (Positive Responses)**

- Roads
- <all other values>

**Contacted**

- 
- 
- 
- YES
- Town Boundary

Blue Hills Emergency Ingress/Egress Properties

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

**RECEIVED**  
**MAY 10 2019**  
**Dewey-Humboldt**

**COUNCIL AGENDA ACTION REQUEST FORM**

**Meeting Type:**  Regular  Special  Work Session

**Meeting Date:** May 21, 2019

**Date of Request:** May 10, 2019

**Type of Action:**  Routine/Consent  Regular

**Requesting:**  Action  Report Only

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

Allow a presentation by Carole Stensrud, D-H Firewise Chair on proposed Northern Emergency  
Evacuation Route and subsequent acceptance by town of donated easement

**Purpose and Background Information (Detail of requested action).** \_\_\_\_\_

A Northern Emergency Evacuation Route has been identified and is critical as Wildfire  
approaching from the South/Southwest is the most likely fire threat. This route would serve  
more citizens, provide a longer escape window and be available to Emergency Fire Services.

**Staff Recommendation(s):** \_\_\_\_\_

**Budgeted Amount:** -0-

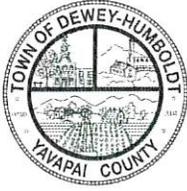
**List All Attachments:** \_\_\_\_\_

**Type of Presentation:** Verbal

**Special Equipment needed:**  Laptop  Remote Microphone  
 Overhead Projector  Other: \_\_\_\_\_

**Contact Person:** VM Wendt

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



**TOWN OF DEWEY-HUMBOLDT**  
**P.O. BOX 69**  
**HUMBOLDT, AZ86329**  
**Phone 928-632-8562 ▪ Fax 928-632-7365**

**Town Council Presentation Request Form**

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

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

***Presentation by D-H Firewise Chair, Carole Stensrud on proposed Northern Emergency Evacuation Route for the community West of Hwy 69, and the subsequent acceptance by the Town of the donated easement route.***

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

**Visual maps and accompanying documents to screen**

Individual, agency, and/or organization attending Town Council meeting:  
 Name: **Carole Stensrud, Dewey-Humboldt Firewise Chair** Phone: \_\_\_\_\_  
 Council Meeting Date Requested: **June 18, 2019**; alternate date: \_\_\_\_\_  
 Requested by:  
 Name: **Vice Mayor Wendt** Phone: 928-710-9244  
 Address: \_\_\_\_\_ Email: \_\_\_\_\_

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

**For Town Clerk Office Use Only:**

Date requested received <u>5/10/2019</u>	Sponsoring Council Member <u>Wendt</u>
Approved by Council at _____ meeting (Mayor Initial _____)	
Not Approved	
Town Council Meeting Packet AMENDED	Application Notified and Notes: _____
May 21, 2019	Page 78 of 78