

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

Tuesday, June 18, 2019, 6:30 P.M.

**DEWEY-HUMBOLDT TOWN HALL
COUNCIL CHAMBERS
2735 S. HWY 69, SUITE 10
HUMBOLDT, ARIZONA 86329**

COUNCIL REGULAR MEETING 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, Mark McBrady, Amy Lance, Vice Mayor Victoria Wendt and Mayor Terry Nolan.

3. Pledge of Allegiance

4. Invocation

5. Announcements regarding Town 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.

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

5 B. Interview and possible appointment of applicant (Christina Corbisello) for the Planning and Zoning Commission

C. Prescott National Forest Presentation

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.

9 A. Approval of Minutes of January 22, 2019, Special Study Session Meeting

13 B. Approval of Minutes of April 3, 2019, Special Council Meeting

15 C. Approval of minutes of May 2, 2019 Study Session Meeting

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.

- A. Report on meeting with Brian Beck regarding the Superfund site, as requested by the Town Council
- B. Report on Volunteer of the Year Application process
- C. Report on vacancy on, and recruitment for, the Planning and Zoning Advisory Commission

Page 9. **General Business** Discussion and possible legal action may be taken.

- 19 A. Discussion and possible action to adopt the forms of Uniform Video Service License Agreement and Uniform Video Service Application and Affidavit as required by A.R.S. Section 9-1411 (Staff CC)
- 35 B. Discussion and possible action to approve the amendment of the Agreement between Prescott Area Wildland Urban Interface Commission, Blue Hills/Foothills Firewise Board and the Town of Dewey-Humboldt, Arizona, to extend the agreement through March 31, 2020 and to add 10 acres in the Upper Blue Hills and Northeast Foothills areas as eligible for reimbursement (Staff CC)
- 41 C. Discussion and possible direction to staff, as a result of recent Superfund information, to notify the Environmental Protection Agency (EPA) of apparent need for dust control (CAARF – CM Collins)
- 43 D. Discussion and possible action on Greater Prescott Regional Economic Partnership (GPREP) contract (CAARF – CM Collins)
- 45 E. Discussion and possible action to allow town manager/staff to make inquiries on larger building for town hall (CAARF – CM Collins)
- F. Presentation by Carole Stensrud, D-H Firewise Chair, on proposed Northern Emergency Evacuation Route and subsequent acceptance by Town of donated easement

10. Executive Session

Vote to recess to Executive Session

- A. 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 Ed Hanks for Town Manager that is the subject of negotiations.
- B. 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.

Close Executive Session/Reconvene Regular Meeting

- 11. Discussion and possible action regarding the Town's position regarding an Employment Agreement with Ed Hanks for Town Manager that is the subject of negotiations.

12. Discussion and possible action regarding the Town Hall lease contract.

13. Consideration of additional Special Session(s) Whether to hold and, if so, set the date

16. Adjourn

Persons with a disability may request reasonable accommodations by contacting the Town Hall at 632-7362 at least 24 hours in advance of the meeting.

Certification of Posting

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Dewey-Humboldt Town Hall, 2735 South Highway 69, Humboldt, Arizona, Chevron Station, 2735 South Highway 69, Humboldt, Arizona, Blue Ridge Market, Highway 69 and Kachina Drive, Dewey, Arizona, on the _____ day of _____, 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.

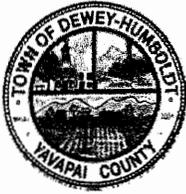
By: _____, Town Clerk's Office.

For Your Information:

- Next Town Council Study Session: Tuesday, June 25, 2019, at 6:30 p.m.
- Next Town Council Regular Meeting: Tuesday, July 2, 2019 at 6:30 p.m.
- Next Planning & Zoning Meeting: Thursday, July 5, 2019, at 6:00 p.m.

If you would like to receive Town Council agendas via email, please sign up at AgendaList@dhaz.gov and type Subscribe in the subject line, or call 928-632-7362 and speak with Tim Mattix, Town Clerk.

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TOWN OF DEWEY-HUMBOLDT

RECEIVED

JUN 04 2019

Dewey-Humboldt

Town Commission, Boards and Committee Vacancy Application Form

Please complete this application form and thank you for your interest in serving.

Personal information:

Name: CHRISTINA CORBISELLO email: [REDACTED]

Mailing & Physical Address: [REDACTED]

Phone Number: [REDACTED] REAL ESTATE BROKER
(please indicate home and work numbers) Occupation

How long have you lived in Dewey-Humboldt? 14 years. Are you over the age of 18? Yes No

Are any of your relatives, employed by the Town? Who/Where: NONE

Emergency Contact: _____		
Name	Phone	Relationship

Are you presently employed? (Check as many as apply)

Employed full-time Employed part-time Unemployed Retired Other SEMI RETIRED REAL ESTATE BROKER

Employment experience relevant to the position applied for: REAL ESTATE BROKER 37 YRS AZ

Position applied for: Briefly describe your interest in volunteering for the Town's Boards, Commissions and/or Committees. Describe your experience, education and /or other qualities that you feel would be of value to the Town. You may apply for more than one position. If doing so, please list in order of preference. If needed, you may attach a separate sheet of paper.

SEE ATTACHED

I have been in real estate for 40 years, 39 here in Arizona, 20+ in Sedona and the past 13 in Dewey. I came to live on Main Street in Dewey Humboldt 5 years ago.

I have worked with the Department of Real Estate with Subdivision filings and taught Real Estate classes for agents for continuing education. I also trained sales agents in both the US and Mexico in various timeshare properties.

I have been self employed for 37 years. In addition to a real estate firm I have owned a tour and travel company and a reservation service. I started the first reservation service for rooms and tours in Sedona in 1990 and sold it in 2002. I created a remote home based network for women who could not work outside of the home. They answered phones and made reservations. All prior to the internet of course. I consulted on creating documents and sales structure for timeshare resorts in both the US & Mexico.

I have completed the Real Estate Green course and interested to see more sustainable development.

I am a Certified Master Negotiation Expert.

I have been an AZ Real Estate Broker for 37 years.

I have a BA in Art

I am an artist and create unique one of a kind jewelry and hand painted and hand beaded items.

I love living in Dewey-Humboldt

I love living in an AZ rural country town.

I love living in community.

I would love to be part of the growth in the area, contributing to assisting in encouraging development and new business that is in alignment with keeping Dewey Humboldt a definable Arizona Country town.

Town of Dewey-Humboldt

Commissions, Boards and Committees

(Please number in order of preference, 1st choice, 2nd choice, etc., if applying for more than one position)

COMMISSIONS



Planning and Zoning Advisory Commission – Seven-member commission that hears requests for re-zonings, Planned Area Developments; makes recommendations to the Town Council. Term of appointment is four years. The Commission may set its own schedule but is required to meet at least quarterly or at the request of the Mayor, a Councilmember or applicant.

BOARDS

Board of Adjustment – Five resident members that hear appeals by property owners regarding variances and interpretations of staff decisions regarding land uses. Quasi-judicial, appeals of the Board’s decisions are heard by Superior Court.

COMMITTEES

Environmental Issues Advisory Committee – Provides for the identification, assessment and monitoring of environmental and public health issues that may be of concern to the Town. Term of appointment is two years. Committee may set its own meeting schedule and shall meet at least quarterly or at the request of the Town Council.

Groundwater Resource Advisory Committee – Provides for the collection of data, information and studies that will assist the Town in being a positive influence in the preservation of its citizens’ rights to access groundwater and other appropriate water resources. Term of appointment is two years. Committee may set its own schedule and shall meet at least quarterly or at the request of the Town Council.

Clean Town Committee – Provides organizational oversight of volunteer services to the Town and its citizens and assist in developing programs that address issues of accumulated trash, code enforcement and related concerns. Term of appointment is two years. Committee may set its own meeting schedule and shall hold at least one meeting per year.

Open Space & Trails Committee – Provides volunteer services to the Town by interacting with the community, other similar area committees and agencies to further the implementation of the Town Open Space & Trails Master Plan and to compile findings and contact reports associated with its activities. It shall also plan any trail, refuge area or related facility within the vicinity of Chaparral Gulch that is suggested by Council to be named in memory of Emmett Trapp.

Other Committees as needed.

Information for Applicants

Members of boards, commissions and committees are appointed by the Town Council and serve at the pleasure of the Council. The appointment process begins with the submission of an application. Applications will be retained for one year following submission. Applicants are subject to a background checks and are expected to be interviewed by the Chair of the board, commission or committee and the Town Council for appointment.

Voting members of boards, commissions and citizen committees must be residents of the Town. Non-voting members of Citizen Committees may be non-residents.

Appointees may serve an unlimited number of terms on a board, commission, or citizen committee, at the discretion of the Town Council.

Regular attendance is required for board, commission and committee members. If a member misses three meetings consecutively or within a calendar quarter and the chair recommends removal, his seat is deemed vacant upon declaration by the Council.

Board, commission and citizen committee members are required to comply with Arizona open meeting laws, public records laws and with the Town of Dewey-Humboldt Code of Ethics.

Consent to Background Check

I (print name) CHRISTINA CORBISELL, by signing this application, hereby grant the Town of Dewey-Humboldt, through its officers, agents and administrative staff, permission to conduct a background check as authorized by the Dewey-Humboldt Town Code, § 31.17(D). The results of this check will be utilized to determine eligibility for membership on a Town board, commission, or citizen committee for which I have applied.

Signature and Verification

I hereby certify that all information contained in this application is true and complete and I understand that the information I have provided in this application may be verified by the Town of Dewey-Humboldt. I have read the information for applicants provided above and agree to comply with all the requirements for serving as a board, commission, or citizen committee member set forth above or as may be required by the Town Code and the laws of the State of Arizona.

6/3/2019
Date

Christina Corbissell
Signature

**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*

***Town Clerk Note:** At the March 19, 2019 and May 21, 2019, Town Council Regular Meetings, Councilmember Collins clarified that her intent was for Item 9 to be, "Implement the third land use goal of the General Plan through the Planned Area Development/Zoning Code regarding compatibility of zoning."

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: _____
Timothy A. Mattix, 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 5:03 p.m.
2. **Roll Call.** Town Council Members Karen Brooks, Lynn Collins, John Hughes, Amy Lance, Mark McBrady, Vice Mayor Victoria Wendt and Mayor Terry Nolan were present.
3. **Special Meeting: Town Manager Appointment/Recruitment Process**

Legal action can be taken.

A. Executive Session

Vote to recess to Executive Session

Mayor Nolan asked for a motion to go into Executive Session.

CM Brooks asked if this meeting could be held in public. Town Attorney Goodwin said the discussion could be held in public and noted it was agendaized for Executive Session. She said if there was not a vote to go into Executive Session they could discuss the agenda in public. She explained the circumstances surrounding Executive Sessions and that things you may say about a candidate in public could have legal ramifications, that is why it is recommended to hold those discussions in Executive Session. CM McBrady noted that this was agendaized for Executive Session and should this be called off and held at another time to give the public an opportunity to participate. Town Attorney Goodwin said that legally they could hold the meeting. CM McBrady was not in favor of holding these discussions in public meeting. CM Collins noted that there are four candidates listed on the agenda and now there are only three, was this a problem. Town Attorney Goodwin stated that one candidate withdrew from the process and there would be no discussion on this candidate. CM Collins had questions about the contract discussion. Town Attorney Goodwin's recommendation was that the candidates would be discussed, then discuss the contract that you would want to offer and then direct the Town Attorney to prepare the contract to your terms and then bring it back to Council, possibly after discussion with the candidate resulting in negotiations.

CM Collins made a motion to consider doing an open session on the hiring. There was no second to the motion.

CM Brooks inquired if the vote for the Town Manager be public after the Executive Session. The answer was yes, the vote could not occur in Executive Session. CM Brooks also asked to allow a short allowance for public comment. Mayor Nolan explained that it was not possible as it was not on the agenda.

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

Council went into Executive Session at 5:15 p.m.

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**
2. **An Executive Session pursuant to A.R.S. §38-431 (A) (4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a Town Manager contract with Richard Heath; Alan Lanning; Richard Marsh, Jr. or Morgan Scott that is the subject of negotiations**

Close Executive Session/Reconvene Special Meeting

CM Hughes made a motion to close the Executive Session at 9:07 p.m., seconded by CM 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.

B. Discussion and possible action regarding appointment of Richard Heath; Alan Lanning; Richard Marsh, Jr. or Morgan Scott as Town Manager and direction to Town Attorney regarding terms of employment and preparation of a contract

The special meeting was reconvened at 9:12 p.m.

CM McBrady made a motion to offer a contract to Alan Lanning, seconded by CM Hughes. Mayor Nolan called for the vote: CM Brooks – nay; CM Collins – nay; CM Hughes – aye; CM Lance – aye; CM McBrady – aye; VM Wendt – nay; Mayor Nolan – nay. The motion failed by a 4-3 margin.

VM Wendt made a motion to offer a contract to Richard Heath, seconded by Mayor Nolan. Mayor Nolan called for the vote: CM Brooks – nay; CM Collins – nay; CM Hughes – aye; CM Lance – nay; CM McBrady – aye; VM Wendt – aye; Mayor Nolan – aye. The motion passed by a 4-3 margin.

Town Attorney Goodwin stated she will prepare a formal contract for Council review.

4. Adjourn. The meeting adjourned at 9:15 p.m.

Terry Nolan, Mayor

ATTEST: _____
Tim Mattix, Town Clerk

**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 9th 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, or too much, for Building, Planning and Zoning, and Public Works 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 14th, May 24th, May 29th, June 11th and June 25th.

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.

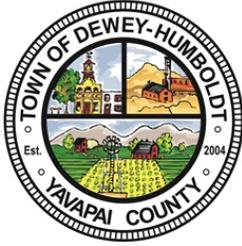
4. Adjourn.

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

Terry Nolan, Mayor

ATTEST: _____
Beth Evans, Interim Town Clerk

[Page intentionally left blank]



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

TOWN COUNCIL REGULAR MEETING

June 18, 2019 – 6:30 p.m. Town Council Meeting Chambers

To: Mayor and Town Council Members
From: Edward L. Hanks, Jr., Interim Town Manager
Date Submitted: June 12, 2019

- 3. C.** By memorandum dated June 4, 2018 and January 2, 2019, the Town’s attorneys advised the Town of Chapter 331 (the “Act”), adopted by the 2018 Legislature related to cable television regulation. Cable television is now referred to as “video services”, at least as to incumbent providers who elect to terminate their existing cable television licenses after December 31, 2018.

On or before July 1, 2019, all cities and towns must adopt a form of Uniform Application/Affidavit and Uniform Video Services License that comply with the Act. The form of Uniform Application/Affidavit and Uniform Video Services License were presented to Council at the June 4, 2019, Study Session, and are on tonight’s agenda for formal Council action.

The Act is specific regarding the contents of the Uniform Application and Uniform Video Services License. The attorneys worked with a subcommittee of government entities and Cox Communication to prepare the document recommended to the Council for adoption.

*GUST
ROSENFELD*
ATTORNEYS SINCE 1921 P.L.C.

To Ed Hanks, Interim Town Manager, Town of Dewey-Humboldt Date April 24, 2019

From Susan D. Goodwin, Gust Rosenfeld, PLC, Town Attorney File No. 027646-00002

Subject Video Services – Uniform License and Affidavit and Uniform Application/Affidavit

By memorandum dated June 4, 2018 and January 2, 2019, we advised the Town of Chapter 331 (the “Act”) adopted by the 2018 Legislature related to cable television regulation. Cable television is now referred to as “video services”, at least as to incumbent providers who elect to terminate their existing cable television licenses after December 31, 2018.

We advised the on or before July 1, 2019, all cities and towns must adopt a form of Uniform application/Affidavit and Uniform Video Service License that comply with the Act. A.R.S. Section 9-1411B provides:

On or before July 1, 2019, each local government shall adopt a standard form of uniform video service license agreement for video service providers to be used by the local government and a standard form of application and affidavit as described in section 9-1414. A local government shall prescribe other forms only as necessary to implement this chapter.

The Act specifically limits the contents of the Uniform Video Service Application/Affidavit and Uniform Video Service License. We worked with a subcommittee of the Statewide Telecom Group (government entities) and Cox Communications to prepare the Uniform Application/Affidavit and Uniform License that the subcommittee recommends be adopted by the Town Council. A copy of those forms are enclosed. Please place these items on the Council’s agenda for approval prior to July 1, 2019. They can be approved by a simple motion as follows:

Motion to adopt the attached forms of Uniform Video Service Application/Affidavit and Uniform Video Service License as required by A.R.S Section 9-1411 as the standard forms for the Town for Uniform Video Services Application/Affidavit and Uniform Video Services License.

Cox Communications has advised that a representative of Cox will attend the meeting at which these forms are adopted. Please advise Rachel Aja at Cox of that date.

Prior to December 31, 2019, the Town should repeal its current Cable Television Regulatory Ordinance and adopt an ordinance that complies with the Act. We are preparing that ordinance for your review.

The Town should also review its right-of-way regulation ordinance for persons and entities who work in the right-of-way. If there are any updates that need to be made, this is a good time to do that. We will provide recommendations for revisions that are required or recommended related to compliance with the Act and updates permitted by the Act.

As we previously advised, the cable companies who have existing licenses may elect to terminate those licenses and use the Uniform Video Service License. This election must occur between January 1, 2020 and June 30, 2020. No Council approval is required or permitted. If the election is not made, the existing license will continue until its expiration as set forth in that license.

We will be happy to discuss this with you further at your convenience.

Enclosures: Forms of Uniform Video Service Application/Affidavit and Uniform Video Service License

Cc: Terri Nolan, Mayor (w/Enclosures)

Draft: 4-12-19

APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE
(Pursuant to Title 9, chapter 13, Arizona Revised Statutes)

Local Government: City/Town of _____

I. Applicant:

Date:		
Applicant's Name:		
Principal Place of Business:		
Phone:	Address:	
City/Town:	State:	Zip:
Type of Entity:	Jurisdiction of Formation:	Email:

II. Applicant's principal executive officers or general partners:

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

III. Person(s) authorized to represent Applicant before Local Government:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

IV. Check one pursuant to Arizona Revised Statutes Section 9-1411(C)(4):

- Applicant is an Incumbent Cable Operator as provided in Arizona Revised Statutes, Section 9-1401(13).
- Applicant is not an Incumbent Cable Operator. The date on which the Applicant expects to provide Video Services in the Service Area identified below under Section 9-1411(C)(5) is:

Date:

V. For All Applications:

Draft: 4-12-19

A. Applicant will timely file with the Federal Communications Commission all forms required by that agency before Applicant offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

B. The term of the uniform video service license shall be (not to exceed ten years):

Years

C. Applicant agrees to pay all lawful fees and charges imposed by Local Government as provided in Arizona Revised Statutes, Section 9-1414(B)(4).

D. Applicant agrees to notify Local Government in writing of changes to the above information within thirty days after the change occurs as provided in Arizona Revised Statutes, Section 9-1414(B)(2).

E. Provide an exact description of the Service Area as set forth in Arizona Revised Statutes, Section 9-1411(C)(5), as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.

Select one:

The Service Area consists of all the territory within the Boundaries of Local Government:

The Service Area consists of all the territory within the area described on attached Exhibit A.

Applicant Verification

I certify that the information contained in this application for a video service license in the [City/Town] of _____ is true and correct. I further affirm that I am authorized by _____ [NAME OF APPLICANT] to file this application on behalf of applicant and to bind the applicant with respect to the representations made in Section V, Paragraphs A through D of this application. A copy of the authorization is attached to this application.

Name and Title (printed):
Signature: Date:

Local Government Receipt

The foregoing Application and Affidavit for Uniform Video Service License was received by Local Government this ____ day of _____, 202#; at _____.

[insert NAME of City//Town], an Arizona municipal corporation (“Local Government”)

By
Print Name
Title
Address
City, State, Zip

Draft: 4-12-19

Phone

Fax

Email

Date

Model Uniform Video Service License Agreement

Date of Issuance: _____

This Uniform Video Service License Agreement ("License") is made on the date of issuance hereof by and between the City/Town of _____, an Arizona municipal corporation ("Licensor") and _____, a _____ ("Licensee").

WHEREAS, Licensee has filed a completed application and affidavit under Title 9, Chapter 13, Arizona Revised Statutes ("Licensing Statute"), for Licensor to issue a Uniform Video Service License to Licensee; and

WHEREAS, Licensee is authorized under the laws of the State of Arizona to provide Cable Service.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions. Capitalized terms that are not defined herein have the same meaning prescribed in the Licensing Statute, including A.R.S. Section 9-1401.

2. Licensee Information. The following appear on Exhibit A attached hereto and are incorporated herein by this reference:

2.1 The name of Licensee, its type of entity and its jurisdiction of formation.

2.2 The address and telephone number of Licensee's principal place of business.

2.3 The names, titles and addresses of Licensee's principal executive officers or general partners.

2.4 The names, titles, telephone and fax numbers and email addresses of any persons authorized to represent Licensee before Licensor.

3. Grant of License. Under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License.

3.1 The Service Area in which this License authorizes Licensee to provide Video Service in the area described on Exhibit B attached hereto and incorporated herein by this reference.

3.2. Licensor grants Licensee authority in the delivery of Video Service to use and occupy, and to construct and operate a Video Service Network in, Highways in the Service Area in compliance with the Licensing Statute and this License .

3.3 Licensee may operate and maintain facilities installed in the Highways in the Service Area to provide services pursuant to and subject to all the following: A.R.S. Section 9-584 and A.R.S. Title 9, Chapter 5.

4. Licensee Compliance with Law. Licensee shall comply with and be subject to:

4.1 All valid and enforceable federal and state laws.

4.2 All generally applicable, nondiscriminatory Local Laws, including highway use, mapping, insurance, performance bonds, security fund, indemnification, letter of credit or similar requirements that apply to the use and occupation of any highway and that conform to the Licensing Statute.

4.3 All public, education and government programming requirements of the Licensing Statute.

4.4 All customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations Section 76.309(c) applicable to Cable Operators.

4.5 All consumer privacy requirements of 47 United States Code Section 551 applicable to Cable Operators.

5. Commencement of Video Service; Revocation. If Licensee is an incumbent cable operator, Licensee shall begin to provide Video Services under this License on the date of issuance of this license. If Licensee is not an incumbent cable operator, Licensee shall provide video service to at least one subscriber within each service area authorized by this License not later than twenty-four months after the date of issuance of this License. Failure of a non-incumbent cable operator to provide video service to at least one subscriber within each service area as set forth above shall result in revocation of this License unless the Licensee establishes to the satisfaction of the City/Town that such failure was for reasons beyond the Licensee's control.

6. License Fee. Licensee is required to pay the License Fees required under the Licensing Statute and all other lawful fees, taxes and charges imposed by Licensor. The initial rate of the License Fee shall be [five (5)] percent.

7. Federal Filing Requirement. Licensee is required to file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

8. Term. The term of this License is ten (10) years and shall begin on the date of issuance.

EXHIBIT A

[Information about Licensee]

I. Licensee:

Date:		
Applicant's Name:		
Principal Place of Business		
Phone:	Address:	
City:	State:	Zip:
Type of Entity:	Jurisdiction of Formation:	Email:

II. Licensee's principal executive officers or general partners:

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

III. Person(s) authorized to represent Licensee before Local Government:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

EXHIBIT B
[Service Area]

APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE
(Pursuant to Title 9, chapter 13, Arizona Revised Statutes)

Local Government: City/Town of _____

I. Applicant:

Date:		
Applicant's Name:		
Principal Place of Business:		
Phone:	Address:	
City/Town:	State:	Zip:
Type of Entity:	Jurisdiction of Formation:	Email:

II. Applicant's principal executive officers or general partners:

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

III. Person(s) authorized to represent Applicant before Local Government:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

IV. Check one pursuant to Arizona Revised Statutes Section 9-1411(C)(4):

- Applicant is an Incumbent Cable Operator as provided in Arizona Revised Statutes, Section 9-1401(13).
- Applicant is not an Incumbent Cable Operator. The date on which the Applicant expects to provide Video Services in the Service Area identified below under Section 9-1411(C)(5) is:

Date:

V. For All Applications:

A. Applicant will timely file with the Federal Communications Commission all forms required by that agency before Applicant offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

B. The term of the uniform video service license shall be (not to exceed ten years):

Years

C. Applicant agrees to pay all lawful fees and charges imposed by Local Government as provided in Arizona Revised Statutes, Section 9-1414(B)(4).

D. Applicant agrees to notify Local Government in writing of changes to the above information within thirty days after the change occurs as provided in Arizona Revised Statutes, Section 9-1414(B)(2).

E. Provide an exact description of the Service Area as set forth in Arizona Revised Statutes, Section 9-1411(C)(5), as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.

Select one:

The Service Area consists of all the territory within the Boundaries of Local Government:

The Service Area consists of all the territory within the area described on attached Exhibit A.

Applicant Verification

I certify that the information contained in this application for a video service license in the [City/Town] of _____ is true and correct. I further affirm that I am authorized by _____ [NAME OF APPLICANT] to file this application on behalf of applicant and to bind the applicant with respect to the representations made in Section V, Paragraphs A through D of this application. A copy of the authorization is attached to this application.

<i>Name and Title (printed):</i>	
<i>Signature:</i>	<i>Date:</i>

Local Government Receipt

The foregoing Application and Affidavit for Uniform Video Service License was received by Local Government this ____ day of _____, 20__; at _____.

[insert NAME of City//Town], an Arizona municipal corporation (“Local Government”)

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

[Page intentionally left blank]



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

Council Communication

Town Council Regular Meeting

June 18, 2019

Date: June 7, 2019

To: Town Council

From: Edward L. Hanks, Jr., Interim Town Manager

.. Discussion and action to approve the amendment of the Agreement between Prescott Area Wildland Urban Interface Commission, Blue Hills/Foothills Firewise Board and the Town of Dewey-Humboldt, Arizona, to extend the agreement through March 31, 2020 and to add 10 acres in the Upper Blue Hills and Northeast Foothills areas as eligible for reimbursement

APPLICANT: Joint Agreement between Town, Firewise and Prescott Area Wildland Urban Interface Commission (PAWUIC)

GENERAL PLAN DESIGNATION: Various, within the Upper Blue Hills and Northeast Foothills that are within the Firewise Community

ZONING: Various Residential Zoning Districts within the Upper Blue Hills and Northeast Foothills that are within the Firewise Community

I. BACKGROUND

This is a request for the Council to approve the amendment of an Agreement between the Town, Firewise Board and the Prescott Area Wildland Urban Interface Commission (PAWUIC) in which the Town agrees to absorb the 90 to 120 day wait for reimbursement from the State Forester, who is the pass-through agency for federal wildfire mitigation funding.

The Town is being provided access to additional funding available funding from the current grant cycle originally allocated to other Firewise Communities for work on properties in the Upper Blue Hills and Northeast Foothills areas. The amended agreement simply includes the new properties as an addition to the current grant cycle. The particulars of the new funding are as follows:

Grant #WFHF 17-201

Term – 1/02/18 – 3-31-20

5 acres/properties in the Upper Blue Hills area

5 acres/properties eligible in the Northeast Foothills area

Total additional acres/properties = 10

The grant calls for a 90% reimbursement of the additional funding on a per acre total covered mitigation of an additional \$1,411.46 per acre.

The grant requires 10% of the total covered mitigation, be paid by the property owner (\$141.15).

II. STAFF RECOMMENDATION

Staff recommends that the Council approves the Mayor to enter into this amended Agreement.

AMENDMENT TO THAT AGREEMENT
DATED FEBRUARY 13, 2018

Between Prescott Area Wildland Urban Interface Commission,
Blue Hills/Foothills Firewise Board
and the
Town of Dewey-Humboldt, Arizona

The original Agreement dated February 13, 2018, entered into among the Prescott Area Wildland Urban Interface Commission ("PAWUIC"), the Blue Hills/Foothills Firewise Board ("Firewise Board") and the Town of Dewey-Humboldt, Arizona ("Town") is hereby Amended dated _____, 2019.

RECITALS.

1. PAWUIC has secured Grant # WFHF 17-201 ("Grant") through the Arizona Department of Forestry and Fire Management with a term of January 2, 2018 through November 30, 2019; PAWUIC is the sub-grantee of the Arizona Department of Forestry. By this Amendment, that term is extended to March 31, 2020.
2. The purpose of the Grant is to assist property owners to create defensible space through utilization of individual properties and combined efforts within residential communities in the PAWUIC area.
3. Dewey Humboldt's Upper Blue Hills area and the Northwest Foothills neighborhoods have been recognized as FireWise communities and were originally included in PAWUIC grant application; there were 10 acres/properties in the Blue Hills area and 5 acres/properties in the Foothills area; a total of 15 acres/properties that were eligible for funds from the Grant.
4. Grant funds are available to reimburse each property owner, up to one acre, up to 90% of \$1500 value of work completed, with the property owner responsible for 10% of up to \$1,500 value of work completed.
5. PAWUIC has made additional funding for 10 additional acres eligible for funds from the Grant; 5 acres/properties in the Blue Hills area and 5 acres/properties in the Foothills area; a total of 10 acres available to the Firewise Communities.
6. Under this Amended Agreement Grant funds are available to reimburse each property owner, up to one acre, up to 90% of \$1411.46 an acre for a total of \$12,703.14 Reimbursable and \$1,411.46 Match.
7. PAWIC and the Firewise Board requested that the Town participate in the Grant process by advancing money to individual eligible property owners who wish to utilize the Grant program to create defensible spaces, thereby eliminating the hardship for individual property owners who would otherwise have to wait 120 days or more to receive reimbursement from the Grant proceeds.

8. The Parties believe that the Town's advancement of funds pursuant to this Agreement will encourage participation by property owners and therefore benefit the community as a whole.

NOW THEREFORE in consideration of the mutual promises made herein, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth procedures for the advancement of funds to property owners for Grant funds to create defensible spaces and for the reimbursement to the Town of funds advanced to property owners.

2. Procedures.

2.1 Each participating property owner will obtain an initial property assessment to be conducted by the Central Arizona Fire and Medical Authority ("Authority"), which assessment will describe the abatement of forest fire hazards needed on the property owner's property.

2.2 The property owner obtains at least two (2) bids from qualified contractors to conduct the abatement and selects one contractor.

2.3 Available reimbursement is calculated from the bid by the contractor.

2.4 The property owner determines whether to participate, based on the selected bid and the property owner's ability to pay the property owner's 10% obligation.

2.5 The property owner enters into a contract with the contractor for the work, and the work is completed.

2.6 The property owner provides documentation to the Firewise Board evidencing the work completed and the amount to be reimbursed. Such documentation shall include the assessment performed by the Authority, bids, the contract with the contractor, invoice and cancelled check for payment of reimbursable amount.

2.7 The Firewise Board verifies completion of the work and completeness of documentation.

2.8 The Firewise Board submits documentation to the Town along with a letter to endorse the Town's disbursement of a specific amount of funds to the property owner.

2.9 Within 10 days of receipt of complete documentation from the Firewise Board, the Town shall review the documentation for accuracy before advancing funds to the property owner. When the Town is satisfied that the documentation is accurate, the Town will obtain from the property owner an Assignment of Funds in the form attached hereto as Exhibit A assigning funds received from the Town to the contractor who performed the work. Upon receipt of the signed assignment, the Town will advance 90% of the contract amount, not to exceed \$1260, to the property owner for use to pay the contract amount, and the property owner shall pay the contractor the full contract amount.

2.10 The Town provides documentation to PAWUIC, including the assessment performed by the Authority, bids, contract, and invoice and cancelled check from property owner, and copy of check to property owner for payment to contractor.

2.11 When PAWUIC receives the Grant funds, PAWUIC shall reimburse the Town the amount of the funds advanced by the Town to the property owner.

3. Miscellaneous

3.1 Nothing in this Agreement is intended to conflict with current laws or regulations. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

3.2 The terms of this Agreement will become effective on the date signed by all parties.

3.3 This Agreement may be modified upon the mutual written consent of the parties.

3.4 This Agreement, as modified with the consent of all parties, will remain in effect until the grant end dates for an approved grant. Either party upon 30 days written notice to the other parties may terminate this agreement, provided however that the obligation of PAWIC to reimburse the Town the amount of the funds advanced by the Town to a property owner shall survive the termination of this Agreement.

3.5 This Agreement is subject to the provisions of A.R.S. Section 38-511.

3.6 This Agreement shall constitute the entire agreement of all parties and is executed upon signature.

Passed, Approved, and Adopted by the Mayor and Council of the Town of Dewey/Humboldt this _____ day of _____, 2019.

Terry Nolan, Mayor

ATTEST:

Tim Mattix, Town Clerk

Bob Betts, Prescott Area Wildland Urban Interface Commission

Carole Stensrud, Firewise Board Chair
Blue Hills/Foothills Firewise Board

EXHIBIT A

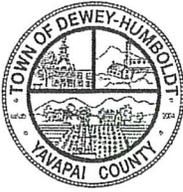
FORM OF ASSIGNMENT BY PROPERTY OWNER

The undersigned is a participant in the Firewise Program of the Prescott Area Wildland Urban Interface Commission, the Blue Hills/Foothills Firewise Board and the Town of Dewey-Humboldt, Arizona and has entered into a contract with _____ (“Contractor”) to abate conditions that cause forest fire hazards and to create defensible spaces on his property (“Work”) located at _____. The contract amount for the Work is \$_____ (“Contract Amount”). The Town of Dewey-Humboldt, Arizona has advanced to me the amount of \$_____ to be used for the sole purpose of paying the Contractor for a portion of the Contract Amount upon completion of the Work. I agree to provide the necessary documentation to the Prescott Area Wildland Urban Interface Commission, the Blue Hills/Foothills Firewise Board and the Town of Dewey-Humboldt, Arizona to confirm that the Work has been completed in accordance with the contract. I assign all funds received from the Town to the Contractor for payment of a portion of the Contract Amount and agree to be responsible for the balance of the Contract Amount.

PROPERTY OWNER(S)

DATE

[Page intentionally left blank]



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

Dewey-Humboldt

JUN 03 2019

Received

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: 6-18-19

Date of Request: 6-3-19

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):

AS ~~THE~~ RESULT of RECENT Superfund info, Council needs to discuss, and notify EPA, of apparent need for dust control,

Purpose and Background Information (Detail of requested action).

The "Gorilla Snot" sealant applied in 2010 is now long gone - public comment at the May meeting indicated RE-application is necessary

Staff Recommendation(s):

Budgeted Amount: unknown - assume (hope) EPA pays

List All Attachments:

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.

[Page intentionally left blank]



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

Dewey-Humboldt

JUN 03 2019

Received

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: 6-18-19

Date of Request: 6-3-19

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):

Discussion of and vote on GPREP contract.

Purpose and Background Information (Detail of requested action). GPREP has

a recent update to their website - so they don't seem to be going dark" as was discussed at past meetings - the contract expires on 6-30-19

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: _____

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.

7/1/18 - 6/30/19 ✓

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

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

I. RESPONSIBILITIES OF GPREP

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

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

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

C. RETENTION AND EXPANSION POLICY:

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

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

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

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

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

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

II. RESPONSIBILITIES OF DEWEY-HUMBOLDT

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

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

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

III. ADDITIONAL AGREEMENTS OF THE PARTIES

- A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE:** Representative(s) of Dewey-Humboldt shall be entitled to participate in GPREP's marketing events provided that such participation shall not be at GPREP's expense. When requested and appropriate, GPREP will use its best efforts to provide technical assistance and support to Dewey-Humboldt's economic development staff for business prospects identified and qualified by Dewey-Humboldt and assist Dewey-Humboldt with presentations to the prospect in Dewey-Humboldt or the prospect's corporate location.
- B. COMPENSATION:**
1. Dewey-Humboldt agrees to pay \$0.00 for services to be provided by GPREP pursuant to the Agreement during the fiscal year ending on June 30, 2019, as set forth in this Agreement. The payment by Dewey-Humboldt may, upon the mutual and discretionary approval of the board of directors of GPREP and Dewey-Humboldt's Council, be increased or decreased from time to time during the term hereof in accordance with the increases or decreases of general application in the per capita payments to GPREP by other local governments which support GPREP.

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

IV. GENERAL PROVISIONS

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

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

- G. DEWEY HUMBOLDT'S REVIEW OF GPREP RECORDS.** GPREP must keep all Agreement records separate and make them available for audit by Dewey-Humboldt personnel upon request.
- H. NOTICES.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

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

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

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

- I. NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights hereunder will not operate as a waiver of any such future rights.
- J. SEVERABILITY.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this 18th day of September, 2018.

Dewey-Humboldt, a municipal corporation

By: Jerry Nelson

ATTEST:

By: Julie Gibson
Its: Town Clerk, Julie Gibson

APPROVED AS TO FORM:

By: Susan Goodwin
Its: Attorney, Susan Goodwin

GREATER PRESCOTT REGIONAL
ECONOMIC PARTNERSHIP, an Arizona
nonprofit corporation

By: Julie Pettit
Julie Pettit, President

Attachment A: Protocol Agreement

Greater Prescott Regional Economic Partnership and

Municipal Members of the Business Action Team (BAT)

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

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

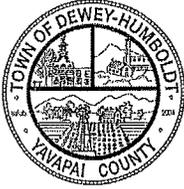
cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPREP communities is requested, BAT members agree to (i) direct GPREP prospects back to GPREP or (ii) direct non-GPREP generated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

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

Attachment B: Project Tracking (P-Track) Policy

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

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



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

Dewey-Humboldt

JUN 06 2019

Received

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: JUNE 18 2019

Date of Request: JUNE 6 2019

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):

Discussion to allow town manager/Staff to make inquiries on larger building for town hall.

Purpose and Background Information (Detail of requested action). To Research costs/availability/useability of 9,920 sq.ft. building at 3650 So. State Route 69, A.P.N. 402-08-0686.

Assess suitability as a multiuse structure has indoor vehicle storage possibilities. Also ~~some~~ space for meetings/offices.

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: _____

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.