

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

Tuesday, September 17, 2019, 6:30 P.M.

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

NOTICE OF MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Dewey-Humboldt Town Council and to the general public that the Town Council will hold a meeting open to the public on **Tuesday, September 17, 2019, at 6:30 p.m.**, at the **Dewey-Humboldt Town Hall Council Chambers, 2735 S. Highway 69, Suite 10, Humboldt, Arizona 86329**. As indicated in the agenda, pursuant to A.R.S. § 38-431.03(A)(7), the Town Council may vote to go into executive session, which will not be open to the public, to discuss certain matters.

DEWEY-HUMBOLDT TOWN COUNCIL REGULAR MEETING AGENDA

The issues that come before the Town Council are often challenging and potentially divisive. To make sure we benefit from the diverse views to be presented, the Council believes public meetings to be a safe place for people to speak, and 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 the 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. Council Meetings are 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 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. Pursuant to the Arizona Open Meeting Law, the Town Council may present a brief summary of current events; however, the Council may not discuss, deliberate, or take legal action on any matter in the summary.

A. Council announcements about outside meetings and committees

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. According to the Arizona Open Meeting Law, Councilmembers 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, Councilmembers are forbidden from discussing or taking legal action on matters raised during Public Comment unless the matters are properly noticed for discussion and legal action. A **3 minute** per speaker limit shall be imposed. Everyone is asked to please be courteous and silent while others are speaking.

7. Consent Agenda

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

5 A. Approval of Minutes of June 18, 2019, Regular Council Meeting

- 13 **B. Approval of Minutes of June 25, 2019, Special Council Meeting**
- 19 **C. Discussion and possible action to approve the Accountability Contract with Central Arizona Land Trust (Coldwater Conservancy) for Fiscal Year 2019/20 funding** (Staff CC)
- 27 **D. Discussion and possible action to approve the Accountability Contract with the Dewey-Humboldt Historical Society (DHHS) for Fiscal Year 2019/20 funding** (Staff CC)
- 35 **E. Discussion and possible action to approve the Accountability Contract with Mayer Area Meals on Wheels (MAMOW) for Fiscal Year 2019/20 funding** (Staff CC)

8. Town Manager's Report

Update on Current Events. The Town Council may ask clarifying questions about any item listed on the agenda under Town Manager's Report, or ask that any item listed on the agenda under Town Manager's Report be placed on a future agenda for Council deliberation and action. No legal action will be taken on items listed under Town Manager's Report. From time to time, as authorized by A.R.S. § 38-431.02(K), the Town Manager may present a brief summary of a current event that, due to its timeliness, is not listed on the agenda. In such cases, the Town Council shall not propose, discuss, deliberate or take legal action on the matter.

A. Town Manager's Report on the General Plan Update process

9. **General Business** Discussion and possible legal action may be taken.
- 43 **A. Discussion and possible action relating to amending the Dewey-Humboldt Code of Ordinances to change Farm Animals from an accessory use to a permitted use, to allow the keeping of farm animals on vacant land. The Planning and Zoning Advisory Commission recommendation dated June 21, 2016, recommended Farm animals be "permitted uses" rather than "accessory uses" in the R1-L; RMM; R1; C1; C2; C3; M1; and, M2 zoning districts** (CAARF – Councilmember Collins)
- 57 **B. Discussion and possible direction to the Town Attorney to draft an ordinance, with an emergency clause, to amend the Dewey-Humboldt Code of Ordinances to allow public comment on all items at Study Sessions and Special Meetings** (CAARF – Councilmember Collins)
- 61 **C. Staff presentation of alternatives for the location of Dewey-Humboldt Town Hall after the current lease ends and Town Council discussion relating to options for a Town Hall location. Options for consideration include** (Staff CC):
- 2735 South Highway 69
 - 12938 East Main Street
 - 210 South Highway 69
 - 449 South Manzanita Boulevard
 - 530 South State Route 69
 - Third Street right-of-way, between Butte Street and Azurite Street
 - 3650 South Highway 69

10. Executive Session

Vote to recess to Executive Session

- A. An Executive Session pursuant to A.R.S. § 38-431.03(A)(3), (4), and (7) for discussion, consultation for legal advice, consideration of Council's position, and instruction with/to its attorney and designated representatives of the Town regarding negotiations for the location of Town Hall facilities after the end of the current lease.**

Close Executive Session/Reconvene Regular Meeting

11. Discussion and possible action relating to options for a Town Hall location. Options for consideration include:

- **2735 South Highway 69**
- **12938 East Main Street**
- **210 South Highway 69**
- **449 South Manzanita Boulevard**
- **530 South State Route 69**
- **Third Street right-of-way, between Butte Street and Azurite Street**
- **3650 South Highway 69**

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

13. Adjourn

Persons with a disability may request reasonable accommodations by contacting the Town Hall at (928) 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 Regular Meeting: Tuesday, October 1, 2019 at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, October 3, 2019, at 6:00 p.m.

Next Town Council Study Session: Tuesday, October 8, 2019, at 6:30 p.m.

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

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**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR COUNCIL MEETING MINUTES
JUNE 18, 2019, 6:30 P.M.**

A REGULAR COUNCIL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JUNE 18, 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 Lance, Mark McBrady, 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. **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.

Council agreed to move agenda item 9F to after agenda item 5C.

A. Council announcements about outside meetings and committees

Councilmember Brooks attended the Central Arizona Fire & Medical Authority (CAFMA) monthly meeting on Monday, June 17, 2019 and will attend the regional Northern Arizona Council of Governments (NACOG) Meeting on Thursday, June 27, 2019.

Vice Mayor Wendt announced her resignation as Director of Dewey-Humboldt Firewise and read a statement highlighting Firewise accomplishments.

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

Mayor Nolan called Ms. Corbisello forward and noted aspects of her resume. In response to the Town Council, Ms. Corbisello stated that she is an active real estate broker in the area; she is familiar with the Town's Zoning Code; she would like to read the Town's General Plan and get more involved; she doesn't see much being done to bring business in; she wants to look at how long zoning has been in effect and whether it is still appropriate. She lived in Dewey 14 years ago, and moved into the Town five years ago.

Councilmember McBrady moved to accept Ms. Corbisello for the Planning and Zoning Commission; second by Councilmember Hughes. Motion passed unanimously on a voice vote, 7-0. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM Lance – aye; CM McBrady – aye; Vice Mayor Wendt – aye; Mayor Nolan – aye.

C. Prescott National Forest Presentation

Todd Willard, District Ranger of the Verde Ranger District, displayed a map showing treatments in the Verde District, which is the eastern boundary for a large portion of the Town. State Land has done treatments for mastication and fuel reduction east and south of the Town; the Forest Service (the "Service") is looking to compliment that work, south of Highway 169 and around the White Horse Subdivision, to kick back the fire regime by 30-35 years.

Sarah Tomsy, Bradshaw District and Chino District Ranger, displayed a map showing planned prescribed fires for the current fiscal year. The Bradshaw Vegetation Environmental Assessment, signed in 2013, analyzes the effects of treatments proposed to be done on the landscape. Treatments this year have been in the Prescott Basin area. Smoke from prescribed fire coming from Prescott may have been more visible than typically would be; due to additional precipitation, the Service conducted key prescribed burns in and around the Prescott area.

In response to the Council, Ms. Tomsy confirmed that one upcoming burn will be visible from the Town, around Mingus Mountain Academy. Smaller burns along Mingus are planned for the fall. Treatments help slow the progression of fire and allow for a safe place to engage fire that starts in the Prescott Basin and moves outward. The work helps keep fires from the Prescott area from coming to the Town.

Ms. Tomsy discussed weather conditions; extra precipitation allowed prescribed burns until two weeks ago, when drier weather caused them to stop. There are not currently any fire restrictions; the Service looks at fuel and weather conditions and predicted weather, and at this time does not see a reason to go into fire restrictions. There could be a fire season; it is likely to have a later start than normal. The National Weather Service thinks that monsoons are likely to start around the 4th of July. She thanked Vice Mayor Wendt for her work on Firewise

and encouraged continuing the Firewise work; the Service recommends working with homeowners on defensible space around private property.

Ms. Tomsy showed a map of the Prescott National Forest and spoke about the Environmental Analysis phases. The decision could be signed in September, 2019. The Service received Joint Chiefs funding, from the USDA Forest Service and the Natural Resource Conservation Service, to conduct work in the Hassayampa Project Area. The next step is to push it out for contract bidding. There is not a projected date yet. The Town is the number one priority; the masticator will be sent to the Town first. The final step is acquisition management.

In response to the Council, Ms. Tomsy stated that the map shows 250,000 acres. The fuel break comes well past the Town's boundary. After the fuel break and mastication are complete, the Service can do a prescribed fire. After brush burns, it regenerates quickly but is much more resistant to erratic, uncontrollable fire, and will buy the Town decades. The Service will come back in and re-treat; that is included in the analysis. The Blue Hills area will be masticated. The depth of fire breaks varies, based on topography. The fuel break and mastication are the first step; after the prescribed burn, the entire area will essentially be a fuel break. The Regional Forester over Arizona and New Mexico knows that this project is the number one priority. The Regional Office has offered any assistance to get this moving.

Gary Mortimer asked questions relating to the costs of brush crushing and open fire, the Service's plan for returning in the future, and site benefits. Ms. Tomsy and Mr. Willard stated that prescribed fire is significantly less expensive, and most of the 250,000 acre area will receive prescribed fire treatment. When communities are directly adjacent, the Service is not able to do a prescribed fire without a treatment first. Cost depends on the vegetation type, scale, location, and the number of people involved; some areas will require aircraft, which costs more. For at-risk, high value areas such as the Town, the Service has a return maintenance schedule of 10-15 years. Once the Service reintroduces fire to areas south of at-risk communities, the ultimate goal is to allow nature to work, so that a lightning-caused fire should not require much more than monitoring and placing protective lines around nearby communities. The Service intends to return for maintenance as part of the plan.

Ms. Tomsy spoke to three objectives for this project: 1) to return fire to the natural return interval; 2), to improve wildlife habitat; and, 3) to reduce the hazardous fuels around at-risk communities. A benefit is connected to reducing the hazard of uncharacteristic wildfire; when reintroducing fire, there is not as much potential for slicking off the land and mudslides. Without a fire, the ecological process is not completed. The soil needs the nutrients that it gets from burning. It is important to maintain soil integrity.

In response to the Council, Ms. Tomsy confirmed that the Town will need to go through at least one more fire season without having anything on the west side. She recommended vigilance, continuing with defensible space work, keeping eyes on the skies, and being ready to evacuate.

Leigh Cluff asked a question as to why there were hotshots in Blue Hills this afternoon. Ms. Tomsy indicated that oftentimes Firefighters will be asked to go out and help to patrol areas and look for risk, people who may be conducting potentially dangerous activity, and doing education work. There were no fire starts to Ms. Tomsy's knowledge. It could also have been training, daily exercise or familiarizing themselves with the area.

In response to the Council, Ms. Tomsy stated that there is always a chance of fire restrictions before the 4th of July. The Service monitors for fire potential daily. Across Arizona, restrictions have started to the south and are working their way up. The Fire Staff Officer has not yet indicated a timeframe for when fire restrictions could start. Pine thinning was done around Munds Park in Flagstaff; in Prescott, there were timber treatments along Senator Highway, and the Service has gone back in with prescribed fire. In the Hassayampa Project, the Walker/Potato Patch area will be thinned because the forest is very dense. Eventually, the Service would like to re-introduce fire into that area but may not be able to in the entire timber area due to proximity to communities.

9F. Presentation by Carole Stensrud, D-H Firewise Chair, on proposed Northern Emergency Evacuation Route and subsequent acceptance by Town of donated easement (*item taken out of order*)

Carole Stensrud, Dewey-Humboldt Firewise Chair, stated that the Firewise mission is to promote awareness preparedness solutions to fire dangers. The Southern Evacuation Route ("Southern Route") that Council adopted last fall for Blue Hills is two years or more from construction and is likely to be directly into the face of an approaching fire. There is no northern emergency evacuation route for Blue Hills, and Firewise is unaware of plans by the Town for one. A northern route is more critical, as it would evacuate residents away from the most likely fire scenario, from the south-southwest, as in the Goodwin fire.

Ms. Stensrud stated that Firewise has been working with Earth Resources Corporation ("ERC"), a local contractor who provides road construction, maintenance and on-call services for the Town. She introduced Will and Wyatt Orr, co-owners of ERC; ERC recently installed the Blue Hills emergency water tanks and volunteered to do

preliminary bulldozer work on the Southern Route. ERC has offered the Town a Northern Evacuation Route ("Northern Route") for Blue Hills.

Will Orr addressed the Council and read from a report. Experts convinced Firewise that a devastating fire will sweep through Blue Hills; it is a matter of time. Kachina Drive is the only exit for citizens and the only entrance for firefighting resources, creating a choke zone and making it difficult to evacuate, which could result in lives lost, as in the Paradise, California fire. When an area burns, people can't run inside or get in their vehicles to get away from it. Fire personnel are at great risk; they may back off from a property with no defensible space, but they will work to save lives of those caught in a conflagration.

ERC bought land at Kachina Drive and Pony Lane to provide an escape route. The property connects to Bradshaw Mountain Middle School; the Superintendent of Schools indicated that they could probably work it out and Ed Hanks, Interim Town Manager, had indicated getting a driveway through would probably not be a problem. Mr. Hanks noted that at the time, he did not realize that the upper parcel was in Prescott Valley ("PV"), and there is a regulated wash in Yavapai County. Mr. Orr continued that ERC's objective was to complete the driveway before the Fall fire season starts. Mr. Hanks had said that ERC needed to get Yavapai County information on how many culverts to install; there are now culverts on site, ready to install. It looked like there was not a conflict between PV and the Town. He had asked Mr. Hanks for a provisional permit to begin roadwork and dropping culverts in the past weekend; the provisional permit could state "subject to Yavapai County review". If the County wanted additional culverts, ERC would put them in; Mr. Orr doesn't think there would be a challenge from PV.

The Northern Route is not a road; it is a gated driveway to be used once, in an emergency. The School District would have keys to one gate, and the Town the other; ERC would turn keys, the right-of-way and easement to the Town and School District, and sell the rest of the property. He understood that Mr. Hanks would issue a provisional permit with caveats that ERC fix whatever Yavapai County and PV required. The provisional permit would be available on Friday, June 14, 2019, to begin work over the weekend. ERC delivered culverts to the site on June 12, 2019, and had a bulldozer ready for transport on Friday. Work was to begin Friday afternoon. On Friday morning, Mr. Hanks called ERC and said he was told by Mayor Nolan not to issue the provisional permit. ERC considered this a stop work order and canceled all scheduled work on the driveway. The opportunity to construct a Northern Route in time for the 2019 fire season has been lost. To stay legal, ERC will not reschedule equipment and personnel without a grading permit.

In response to the Council, Town Attorney Susan Goodwin stated that there is no authority for the Mayor to deny a permit. It would be highly unusual to issue an at-risk permit in this circumstance; usually, at-risk permits are when there are minor things needing to be done. The Town's codes do not provide for an at-risk permit; while the Mayor does not have the authority to stop a permit, whether staff had the authority to issue it is another question. In response to the Council, Mayor Nolan responded that Yavapai County Flood Control ("Flood Control") has to approve what is being done across the washes, and he wanted to wait for their approval; additionally, ERC would need approval from PV. People who live along the wash may be flooded out should the culverts back up. In response to the Council, Mr. Orr confirmed that he owns the northern and southern land, there would be no cost to the Town, and ERC would change the number or size of the culverts if required.

Councilmembers discussed the Mayor and the permit not being issued. Mr. Hanks stated that after the culverts were dropped off, the Town received a couple of calls from concerned residents; Mr. Hanks told them that the work would be done in compliance with Flood Control approval.

Ms. Stensrud spoke relating to the Mayor's concerns about residents and flood control. She asked the Council to see if they can reconsider to get this done now so that there is coverage for this fire season.

In response to the Council, Mr. Hanks stated that the next step is to meet with Mr. Orr to find out where ERC is at, and the tie-ins with PV.

A Councilmember read Town Code Section 30.031(B)(8). In response to the Council, Mr. Hanks stated that he believes the estimates of culvert size were correct, though a few more may need to be added. Councilmembers discussed ERC doing this type of work correctly on a daily basis; they do not make decisions for the Town.

Councilmember Brooks moved to move forward on this, for the Interim Town Manager to work with Mr. Orr and Flood Control and expedite this, and to provide the needed permits; seconded by Councilmember Lance. Ms. Goodwin stated that the Council does not have the authority to require that permits be issued; permits will be issued in accordance with Town codes and processes.

Councilmember Lance moved to let the Interim Town Manager do his job; second by Councilmember Collins. Councilmember Lance continued, without interference by the Mayor or any Councilmembers who see fit to run the Town by themselves.

In response to the Council, Mr. Hanks stated that based upon the Town Code, permit fees could be waived; staff would first need to determine what the fees are, and then seek Council approval to waive them. The Council discussed bringing acceptance of the easement before Council as soon as it is ready.

In response to the Council, Mr. Orr stated that Mayor Nolan's opposition is well-taken; however, there are ways around it that he thought ERC had satisfactorily worked through. ERC's intent was to do things quickly; while ERC can move quickly, the Town can't because of due process. It is a long process to work with Flood Control; ERC's resources will be employed in commercial work, and ERC will reschedule when they can.

Ashley Preston spoke relating to the Mayor and the permit not being issued, whether the Town Code cited is the same one used to send Mayor Nolan to the Town Prosecutor, and asked if the Mayor is allowed to block the permitting process. Ms. Goodwin responded that the Mayor is not able to prevent or revoke a permit, but there is a question if an at-risk permit is allowed by the Town Code and, if so, if it was appropriate in these circumstances. Ms. Preston asked about the property owner with flood control questions, and spoke relating to adding this to her complaint to the Attorney General, and ERC giving people a way out and being stopped by Mayor Nolan. Mayor Nolan stated that he suggested it to the Town Manager; it was the Town Manager's decision.

Doug Treadway spoke relating to being easier to ask for forgiveness than permission, understanding that there is a permit process but not looking a gift horse in the mouth, encouraging Mr. Hanks to take care of the permits expeditiously, ERC's ability to work through problems with PV and the School District, and that fires do not wait for a permitting process.

Ken Nolan spoke relating to concerns about the access road location, it took 1.5 hours to go 2.4 miles during the Goodwin Fire, the same traffic still has to come down to Pony, there not being access for fire equipment and there still being a bottleneck. In response to the Council, Mr. Orr said that this is not enough, but it is a start and is something that could be done right now.

In response to the Council, Ms. Goodwin stated that making a motion tonight to strip the Mayor of any power that he has is not on the agenda, and that the Town Code cannot be changed by only a motion.

Ms. Stensrud and Mr. Nolan discussed the way for Fire personnel to get into Blue Hills while everyone is coming down. Firewise is not saying that they do not want any more exits. Mr. Nolan spoke of other ways out and access for Fire personnel to get in the Upper Blue Hills, and Henderson becoming a bottleneck when people come back to pick up animals. Mr. Hanks asked to get back on track, because the discussion was straying from the agenda.

Leigh Cluff spoke relating to the first property in Blue Hills being firewised three years ago, Firewise having a goal of three or four exits but being afraid to bring them up due to the Mayor stopping it and not allowing any way out, and this being on the radio and news.

Ms. Stensrud spoke regarding public safety being a fiduciary responsibility of the Town, not a political issue, and asked for disagreement to be done civilly.

Mr. Treadway spoke regarding showing respect to others, everyone trying to accomplish something for the betterment of the Town, rancorous behavior, and citizens showing the same respect.

Chris Ellen DeVeau spoke regarding there being new residents and more horses and other animals in Blue Hills, the importance of having an emergency exit, and that something needs to be done now.

The motion by Councilmember Lance, seconded by Councilmember Collins, passed unanimously on a voice vote, 7-0. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM Lance – aye; CM McBrady – aye; Vice Mayor Wendt – aye; Mayor Nolan – aye.

- 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.

Leigh Cluff spoke relating to the effort to recall Mayor Nolan, taking out new petitions after a recent interpretation of recall laws by the Arizona Supreme Court, and reasons for a recall.

Jack Hamilton spoke relating to the Town's General Plan re-adoption process, state laws relating to General Plans, rezonings without a General Plan in place, and his agreement with Mr. Treadway and Ms. Stensrud.

Ashley Preston spoke relating to a community meeting held on Tuesday, June 11, 2019, about the Superfund site, what still needs to be done at the Superfund site, being cautious of the money the Town is donating to the Dewey-Humboldt Historical Society, that she is in the process of forming a non-profit to receive grants, and what is left behind from the gasification performed at the smelter sites.

Gary Mortimer spoke relating to the passage of House Bill 2556 by the State Legislature and signature by Governor Ducey, Mortimer Farms' involvement in the bill, and its impact to the Town and Mortimer Farms.

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

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

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

C. Approval of Minutes of May 2, 2019 Study Session Meeting

Vice Mayor Wendt moved to approve the consent agenda; seconded by Councilmember Lance. The motion passed unanimously on a voice vote, 7-0. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM Lance – aye; CM McBrady – aye; Vice Mayor Wendt – aye; Mayor Nolan – aye.

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

Ed Hanks, Interim Town Manager, stated that he had met with Brian Beck, a consultant for environmental issues; Mr. Beck has a list of things for the Town to possibly look at. Mr. Beck's recommendation is to discuss this with an environmental attorney to find out the Town's liabilities. Mr. Hanks will make copies of the information he received from Mr. Beck and provide to the Town Council.

In response to the Council, Mr. Hanks clarified that Mr. Beck is a geologist who does consulting for the Environmental Protection Agency, testing, and that he gave the conference that Ms. Preston spoke about earlier. It would be beneficial to have Mr. Beck come to a Study Session.

B. Report on Volunteer of the Year Application process

Mr. Hanks stated that the Volunteer of the Year application period has closed; staff is currently selecting a committee to review the applications. He asked for a Councilmember to be arbitrator; staff is looking to bring the Committee's selection to the Council in July. Councilmember Lance will be the arbitrator.

C. Report on vacancy on, and recruitment for, the Planning and Zoning Advisory Commission

Mr. Hanks stated that there is a vacancy on the Planning and Zoning Advisory Commission. It will be listed on the website and advertised; applications will be brought back to Council for consideration.

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

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)

Councilmember Lance moved to accept the memorandum regarding the Uniform Video Service License Agreement Application and Affidavit as required by A.R.S. § 9-1411; seconded by Councilmember Brooks. Motion passed unanimously on a voice vote, 7-0. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM Lance – aye; CM McBrady – aye; Vice Mayor Wendt – aye; Mayor Nolan – aye.

B. Discussion and possible action to approve the amendment of the Agreement between Prescott Area Wildland Urban Interface Commission (PAWUIC), 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)

Vice Mayor Wendt spoke to the item. Firewise has completed the original allotment received on the grant. Another community had to turn back 60 grant acres to PAWUIC. This gives the Town additional time, and 10 additional abatement grants, five in the Blue Hills and five in the Northeast Foothills.

Vice Mayor Wendt moved to accept the revised addition on grant number WFHF17201 for the additional 10 acres; second by Councilmember Lance. Motion passed unanimously on a voice vote, 7-0. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM Lance – aye; CM McBrady – aye; Vice Mayor Wendt – aye; Mayor Nolan

– aye.

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)

Councilmember Collins stated that this was brought forward because of feedback she received from people who live near the site. Council minutes from 2010 indicate that the dust issue was brought to the Council, and the Council consulted with the Environmental Protection Agency (EPA) on dust control.

Councilmember Collins moved to let the EPA know that the Town needs the same treatment as the Town still has a dust problem. Mayor Nolan clarified that the motion is to do more dust control on the site; Councilmember Collins concurred. Motion seconded by Councilmember Lance. Motion passed unanimously on a voice vote 7-0. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM Lance – aye; CM McBrady – aye; Vice Mayor Wendt – aye; Mayor Nolan – aye.

D. Discussion and possible action on Great Prescott Regional Economic Partnership (GPREP) Contract (CAARF – CM Collins)

Councilmember Collins expressed concerns about the GPREP contract, including: the Project Tracking Policy creates the appearance of an assurance of a project moving forward and creates risk for the Town; it cuts into due process and public involvement; the contract seems to require travel expenditures; the Town agrees to pay \$0 for services, but there was \$4,000 budgeted; and, the Town shall provide local hospitality tours for site visits.

Councilmembers discussed the following: Prescott is the only quad city not in GPREP; there was no charge last year or this year; and, GPREP meetings are open to the public. Councilmember Hughes is the Town's representative on GPREP; membership allows the Town to find out what is coming into and leaving the Town and area. GPREP restructured last year, with a new Director and is going more private than public. It is beneficial to see why, if big corporations are leaving, the reason, and whether or not anything can be done to support a big corporation that wants to come to Town.

Councilmembers discussed the non-disclosure section of the contract, the reason Prescott left GPREP, not seeing reports come out of GPREP, and, the purpose of the \$4,000 budget. When Giant Gas Station came through, there were accusations by a Councilmember against other Councilmembers that only certain members were able to be informed of it. A machine company with 130 employees, whose name is not known, recently left the Town; this was discovered through GPREP.

The discussion continued, including: benefits include opening up jobs to Town residents; Prescott Valley ("PV") has a staff member who works to bring businesses to PV; and, reasons for non-disclosure. Councilmembers also discussed: wanting businesses in the Town; GPREP not picking one town over another but Towns competing with each other later in the process; the Town not having infrastructure; the Town, Chino Valley, PV and private individuals are still members; and the Town could give information to realtors who are selling property.

Councilmember Collins moved to withdraw from the contract.

Councilmembers discussed GPREP providing the Town an ear to what is happening outside of the community; and, Councilmember Hughes giving a five minute overview after GPREP meetings.

Councilmembers discussed GPREP's cost. The Town did not pay last year or this year; GPREP's cost is per capita and everybody in GPREP pays for it. GPREP is still in a transitional period, and that is why the Town is not paying anything this year. The contract requires quarterly payments and that the Town budget for it.

There being no second, the motion to withdraw from the contract failed.

Based on Council consensus, staff will flag the item if there's activity and bring it back in three to four months.

E. Discussion and possible action to allow town manager/staff to make inquiries on larger building for town hall (CAARF – CM Collins)

Councilmember McBrady recused himself from the discussion and left the dais.

Councilmember Collins introduced the item as follows: the Town may have outgrown the current space; there is not an employee breakroom; she is worried about the smelter site and the equipment yard being so close to the site. She brought this item forward to discuss having Town staff look at an option to go with a larger building; this would free up commercial space currently taken by the Town.

Councilmembers discussed this coming up every couple of years, and getting pushed to the side because some want to purchase and some want to build.

Councilmember Collins moved to allow Town staff to research the building in the CAARF and anything else that is available; seconded by Councilmember Lance. Mayor Nolan restated the motion to explore other buildings within the community to utilize as Town Hall; this was acceptable to Councilmember Collins and Councilmember Lance affirmed the second. Motion passed on a voice vote 6-0. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM Lance – aye; CM McBrady – abstained; Vice Mayor Wendt – aye; Mayor Nolan – aye.

F. Presentation by Carole Stensrud, D-H Firewise Chair, on proposed Northern Emergency Evacuation Route and subsequent acceptance by Town of donated easement

Item taken out of order. See page 2 for discussion and action.

10. Executive Session

Vote to recess to Executive Session

Vice Mayor Wendt moved to go into Executive Session; seconded by Councilmember Brooks.

Ms. Goodwin stated that staff is not prepared for an Executive Session on item 10B. The Town Manager will sit down with the landlord to discuss each item directly; at that point, it will be brought back to Council.

The motion to go into Executive Session passed unanimously on a voice vote, 7-0. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM Lance – aye; CM McBrady – aye; Vice Mayor Wendt – aye; Mayor Nolan – aye.

The Regular Meeting adjourned into Executive Session at 9:24 p.m.

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

The Regular Meeting reconvened at 9:47 p.m. All Councilmembers were present.

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.

Vice Mayor Wendt moved to accept the contract as written for Ed Hanks as the new Town Manager, with an effective date of June 17, 2019; seconded by Councilmember Lance. Motion passed unanimously on a roll call vote 7-0. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM Lance – aye; CM McBrady – aye; Vice Mayor Wendt – aye; Mayor Nolan – aye.

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

There was no discussion or action.

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

Councilmembers discussed the Town Attorney Request for Qualifications closing on Friday; at this time, there is not a known date to hold a meeting.

14. Adjourn The meeting was adjourned at 9:51 p.m.

Terry Nolan, Mayor

ATTEST: _____
Timothy A. Mattix, Town Clerk

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**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
SPECIAL MEETING MINUTES
JUNE 25, 2019, 6:30 P.M.**

A SPECIAL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JUNE 25, 2019, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** Mayor Terry Nolan called the meeting to order at 6:30 p.m.
2. **Roll Call.** Town Councilmembers Karen Brooks, Lynn Collins, Amy Lance, Vice Mayor Victoria Wendt and Mayor Terry Nolan were present. Councilmembers John Hughes and Mark McBrady were absent.
3. **Public Comment.** 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.

No one spoke.

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

- A. FY 2019/20 Budget – Town Manager’s Report, Council Discussion and Direction on the FY 2019/20 Recommended Budget (staff CC)

Ed Hanks, Town Manager, stated that at the June 19, 2019, Study Session, Council asked about possible environmental attorney costs and water test information. Prices for an environmental attorney range from \$150 an hour for a paralegal to \$450 for the attorney. Staff recommends reducing the water tests by \$2,000 and using that for the environmental attorney costs. This is reflected in the Legal Department, Account 10-416-5100, Agreement. Councilmembers discussed the number of hours for a paralegal and the attorney covered by \$2,000 and whether that would be enough for the Town’s needs, and starting with \$2,000 and adjusting it if necessary. In response, Mickey Moore, Town Accountant, stated that the tentative budget is needed by the end of the week.

Mr. Hanks stated that the Town received confirmation of final revenue amounts. Sales tax revenue dropped by about \$4,000; income tax dropped roughly \$7,000, and vehicle license tax dropped by about \$2,100. Account 10-415-5200, OSP Contracts, has increased \$800 due to the Arizona Department of Revenue’s bill increasing. Highway User Revenue Fund (HURF) revenues dropped by roughly \$2,400. Staff adjusted account 20-431-7400, Capital Equipment, down to zero, rather than having it as a negative. The \$197,000 in State General Funds, which must be used as if HURF funds, are in account 10-431-7001, ROW Acquisition, for fire road improvements and surveys and account 10-430-5001, OSP Design Clearview/Survey.

Mr. Hanks stated that Council had discussed possibly reducing the Cleanup Days to \$7,500, or once a year from twice a year. Based on Council discussion, Mr. Hanks confirmed that it will stay at \$15,000 with two events per year.

- B. FY 2019/20 Budget – Council Discussion and Direction to Staff regarding Budget Allocations in the Community Outreach/Donations line item, Account Number 10-465-6950. Direction is requested on the following budget requests (staff CC):

- Agua Fria Little League;
- Coldwater Farms Conservancy;
- Dewey-Humboldt Historical Society (DHHS);
- Mayer Area Meals on Wheels (MAMOW);
- Prescott Area Wildland Urban Interface Commission (PAWUIC);
- Firewise (*will be discussed under item 4.C.*)

Mr. Hanks stated that staff is requesting direction on the various donations. The Agua Fria Little League was discussed as waiving permit fees, and staff is looking into it to confirm it can be done legally.

Mr. Hanks said that \$2,500 was discussed for Coldwater Conservancy. Councilmembers discussed reducing it to \$1,500, whether to donate the extra \$1,000 to MAMOW, \$1,500 helping Coldwater Conservancy get started this year, and the possibility of helping them later in the year or more next year. Councilmembers compared Coldwater Conservancy to the Dead Horse State Park in Cottonwood, which is a three-day event with demonstrations and bird-walks; the Town could explore getting dry camping to adjoin it in the future. The Council could have a list of questions

for Coldwater Conservancy's next presentation to be better prepared for the next fiscal year.

Councilmembers discussed MAMOW's funding request; MAMOW is saying that transportation costs will be \$5,500 just for deliveries. Councilmembers discussed whether MAMOW charges for meals, and the possibility of reducing MAMOW by at least \$500 or down to \$3,000; MAMOW also receives funding from the Northern Arizona Council of Governments (NACOG). MAMOW did not address whether meals are free to low-income people, while people with more income have to pay.

Mr. Hanks clarified that it was Council consensus to reduce the donation to Coldwater Conservancy to \$1,500.

Councilmember Brooks moved to cut the Coldwater Conservancy down to \$1,500; second by Councilmember Collins. Motion passed on a voice vote 5-0. CM Brooks – aye; CM Collins – aye; CM Hughes – absent; CM Lance – aye; CM McBrady – absent; VM Wendt – aye; Mayor Nolan – aye.

DHHS is requesting \$2,500 for the Agua Fria Festival, \$4,800 for the storage and rental, and \$5,000 Museum donation. Councilmembers discussed the Agua Fria Festival bringing in more money each year, DHHS being straightforward with the funds that they spent, and the \$5,000 portion of the request. When it started, DHHS asked for a donation to move the heavy equipment from the old museum location to storage and Mortimer Farms; when added up, the DHHS request is close to \$13,000.

Councilmember Brooks moved to keep the Dewey-Humboldt Historical Society, Agua Fria Festival at \$2,500; there was an agreement in the last fiscal year to do the storage reimbursement of \$4,800 and DHHS said this would be the last year, that they would have some place to store everything if they don't have it set up in their exhibit; and, to do the DHHS Museum as \$3,000 and permits; second by Councilmember Collins.

In response to the Council, Mr. Hanks indicated that permit fees will probably total over \$5,000. Councilmembers discussed comping the permits rather than a cash donation, and whether or not DHHS sold the property that they were willed to purchase the new property. Councilmembers continued the discussion about what a \$3,000 donation would allow DHHS to do, and possibly revisiting comping permit fees throughout the year. Permit fees was mentioned as kind of an afterthought after the DHHS presentation. Mr. Hanks confirmed that the permits would need to go through the permit process and then be presented to Council for approval of a waiver. Ms. Moore clarified that waiving permit fees does not necessarily save the Town money, because it reduces the Town's permit revenue.

Councilmember Lance moved to lower the Museum donation to \$3,000 and revisit permit fee waiving throughout the year as needed; second by Councilmember Brooks. Motion passed on a voice vote 4-1. CM Brooks – aye; CM Collins – aye; CM Hughes – absent; CM Lance – aye; CM McBrady – absent; VM Wendt – nay; Mayor Nolan – aye.

Councilmember Lance clarified that will leave DHHS, including the \$4,800 storage and rental, with \$10,300, and then Council will revisit it if the Town can afford it and DHHS is having problems throughout the year.

Mr. Hanks stated that PAWUIC is a local 501(c)(3) organization who works off of donations and who has helped Firewise and the Town with abatement grants. The Town has donated \$4,000 in past years to help PAWUIC with administrative costs. He asked if Council would like to leave it at \$4,000.

Vice Mayor Wendt moved that the PAWUIC grant remain at \$4,000; second by Councilmember Brooks. Motion passed on a voice vote 5-0. CM Brooks – aye; CM Collins – aye; CM Hughes – absent; CM Lance – aye; CM McBrady – absent; VM Wendt – aye; Mayor Nolan – aye.

Mr. Hanks stated that \$5,500 is the amount that was left at the June 19, 2019, Council Meeting for MAMOW.

Mayor Nolan moved to decrease the amount to \$3,000; second by Vice Mayor Wendt. Motion failed on a roll call vote 2-3. CM Brooks – nay; CM Collins – nay; CM Lance – nay; VM Wendt – aye; Mayor Nolan – aye.

Councilmembers discussed contacting MAMOW to determine if they charge for meals or if it's just the donation that they receive from NACOG and the Town. When calculated, it is a little over \$1 per meal.

Councilmember Brooks moved to give MAMOW the \$4,000 that the Town gave them last year; second by Vice Mayor Wendt. Motion passed on a voice vote 3-2. CM Brooks – aye; CM Collins – nay; CM Hughes – absent; CM Lance – nay; CM McBrady – absent; VM Wendt – aye; Mayor Nolan – aye.

Councilmembers discussed the Community Development Outreach line item, including the Melcher item, snacks for Firewise and certain Town functions, and redefining the Mayor/Manager breakfast.

Councilmember Brooks moved to keep the meeting snacks, Melcher posters and Mayor breakfasts for the quad-city Mayor and Manager meetings the same; second by Vice Mayor Wendt. Motion passed on a voice vote 5-0. CM Brooks – aye; CM Collins – aye; CM Hughes – absent; CM Lance – aye; CM McBrady – absent; VM Wendt – aye; Mayor Nolan – aye.

- C. FY 2019/20 Budget – Town Manager Presentation, Council Discussion and Direction relating to the June 19, 2019, Updated FY 2019/20 Budget Request of Firewise, including: staff analysis of Firewise requested funding and use of Town resources; staff analysis of incorporating Firewise into the Town; direction on the Firewise budget request (staff CC)

Mr. Hanks stated that at the June 19, 2019, Council Meeting, Firewise adjusted their donation request from \$12,500 to \$20,000 with staff support and other services. A second scenario is for the Town to absorb Firewise, form an official Town Board or Commission, with costs estimated to be approximately \$20,000. The largest portion of donations go to Firewise. At the June 19, 2019, Council Meeting, it was stated that the Yavapai County Multi-Jurisdictional Hazard Mitigation Plan (“Plan”) requires the Town to do certain things. Staff researched the mandate; the mandate is for the Town to have a Plan, not necessarily to be implementing it. If the Town is doing anything, it tries to follow what is in the Plan and does a number of things from the Plan, such as drainage, flood control, and fire abatement. Public Works staff works on fire abatement in a variety of ways, such as clearing driveways and drainage work. Firewise does a big portion of the fire awareness portion of the Plan and helps bring awareness to the Town as a whole, as well as getting various areas of the Town mitigated.

Mr. Hanks stated that Firewise helped get the National Forest aware of the hazards the Town faces; helped clean up areas in Blue Hills and on the east side; they have had a lot of volunteer hours and have done a lot of work getting grants. This all has been done with the Town’s assistance and staff help. This year, Firewise started the process of becoming a 501(c)(3). The Town Attorney says that, because Firewise is becoming a 501(c)(3), the Town should avoid the appearance of Firewise being an arm of the Town, and there needs to be an accountability contract spelling out Firewise and Town responsibilities. Firewise needs to be in place to whatever extent the Town can afford.

Vice Mayor Wendt noted a correction on the staff hours in the report; she prepared the 2018 annual report because Steven Brown, Community Planner, was not here. She also noted the efforts of Firewise for the four water storage tanks in the Upper Blue Hills and the ongoing efforts for the Northern Evacuation Route, which were not in the report. Firewise looked at expanding the grant area and the recognized, certified area, for Blue Hills to the highway, and a new Firewise assessment being required to do so; it was done this morning, and she distributed copies to Council. There is a requirement by Firewise USA for matching in-kind volunteer hours for the number of residents; this will increase due to the newly-increased area, which has 1,222 parcels, 623 structures and 1,558 residents. If it goes to a Town committee and the Town does not have at least 3,785 in-kind volunteer hours, the certification will be lost.

In response to the Council, Vice Mayor Wendt stated the permit fees were not waived; Central Arizona Fire and Medical Authority (CAFMA) wanted to process them as any other permit, to keep their Board straight and give an accurate record. She spoke with Carole Stensrud, Firewise, and Firewise may look at going back and reviewing their budget request and coming to a compromise with the Town. There is a substantial amount of work when the grants are processed; at this time, the Firewise Committee is not strong enough and does not have enough money in their coffers to take on the grants. The previous Town Manager told her that Firewise needed to become a 501(c)(3) to get liability coverage; otherwise, Firewise is putting the Town in jeopardy to be sued. The 501(c)(3) status is also needed in order to do fundraising.

Councilmembers discussed the County wanting the Town to administer its Title III grants, totaling \$25,000. Ms. Moore stated that the Town’s auditor indicated that once the Town takes possession of the money, it becomes the Town’s to distribute; the Town has not yet applied for the second \$12,500. Councilmembers continued the discussion. If Firewise’s 501(c)(3) status came through today, the remaining \$12,500 could go to Firewise to administer the grants; it would be a good training start for Firewise. The grants are for abatement purposes only, not administrative costs. Councilmembers discussed the 501(c)(3) status; at the June 19, 2019, Special Council meeting, Firewise was excited about getting the 501(c)(3). The Town just paid the invoice from the attorney for Firewise’s 501(c)(3) status.

Councilmembers continued the discussion. The Town provides snacks at Firewise meetings and stays to lock up the building after Firewise meetings; Town staff does not take minutes of the meetings. Councilmembers and staff discussed staff’s support for Firewise, how abatement grants are processed and the Town’s involvement, which is estimated to be eight hours per week for administrative assistance and two hours per week for accounting.

Carole Stensrud, Dewey-Humboldt Firewise Chair, addressed the Council. Regarding the Plan, \$10,000 a year was to come out of the Community Development office for Firewise promotional information. She stopped the 501(c)(3) process when the attorney was at the point of sending the federal application in because Firewise doesn’t know where they are going. 501(c)(3)’s need a profit and to have a proper business plan. Firewise can get money for programs and projects but it is difficult to get funding for operational costs. It will take Firewise 3-4 years to get stabilized even with the Town’s help. Firewise is committing that, even if they are given \$20,000, they will raise \$28,000 above that because that is what their budget is. Firewise is asking for \$20,000 plus Town support. \$10,000

should automatically come from the Town for promotional materials. Ron Miller, Firewise, oversees all of the abatements; he works a minimum of 85-100 hours each month. Taking on fundraising on top of that is not possible.

Leigh Cluff addressed the Council relating to the Firewise endowment fund, and asked why, if the Town is donating \$12,000 or \$13,000 into it, Firewise can't pull the money out. In response, the Council discussed that if the Town gives Firewise money, they can do whatever they want; Firewise only has to come back to say where it was spent. There are certain purposes that the endowment fund can be used for; it won't help administratively.

Will Orr addressed the Council relating to his experience running a 501(c)(3), the amount of time a 501(c)(3) spends fundraising, and that underfunded, Firewise will fail. He asked Council to look at the average age of the Firewise volunteers; they do not have young people.

Ron Miller addressed the Council relating to finding a lot of people in the Blue Hills who don't know that they're in trouble; educating people is tough, because they don't want to hear it and don't want anyone on their property. Some properties have brush up against their houses; some have dilapidated homes. There are 8-10 other people in Firewise who put in as many hours as he does. Firewise's concern isn't for becoming a 501(c)(3) or trying to earn money; it is for the community.

Doug Treadway addressed the Council relating to the dilemma of weighing the pros and cons of the organizations and the budget deficit; Firewise's foremost responsibility of public safety; the importance of public safety; and, Firewise going on one way or another, but not knowing the extent. He asked the Council to search their conscience and do what they think is the right thing.

In response to the Council, Ms. Stensrud and Ms. Moore discussed the payment for the attorney and the status of the 501(c)(3). The attorney contracted with Firewise for \$2,500 to make them a 501(c)(3); Firewise is now officially a non-profit in the state of Arizona. Firewise does not want to be a 501(c)(3); if there is any way to avoid it, or to work out something with the Town, Firewise is 100% supportive. If the Town is able to help Firewise, the remaining portion, to send the paperwork to the federal government, will be finished. Firewise is requesting \$20,000 with the Town's support. If Firewise does not have the Town's support, then Firewise will be asking for \$35,000. Whatever the Council decides, Firewise cannot accept less than what is needed to be funded. She spoke of being a Town committee and the difficulty of functioning under the Open Meeting Law.

Councilmembers discussed Firewise being funded with \$20,000 to function and work at the fundraising, and within the next 2-3 years getting to the point where they are operating everything on their own; and, Firewise not yet being strong enough to do everything with the \$35,000 funding. The Town has two options: to increase the Firewise donation to \$20,000, or to absorb it into the Town at \$20,000 annually. In response to the Council, Mr. Hanks stated that the other aspect to look at is for the Town to do what they can with what Council approves. If \$20,000 is approved, staff will do their best to stay within that budget. Councilmembers discussed that giving Firewise \$20,000 as well as staff support would be giving them \$40,000, roughly. The Town needs to ensure that, by working with a 501(c)(3), with a division between the two and an accountability contract, gift clause laws are not being violated.

Councilmembers discussed that there is no way to donate \$20,000, and having to reduce the funding for other donation requests. Councilmembers also discussed Town-organized committees not being very successful in the past, concerns that the Town won't be able to get the required volunteer hours to maintain the certified areas, and their experiences with non-profit organizations and fundraising efforts. In response to the Council, Ms. Moore stated that, along with the decrease in revenue, the budget's estimated over-expenditure will increase to \$330,000 or \$340,000.

In response to the Council, Ms. Stensrud stated that she would want the Firewise Board to decide whether they would accept a lower amount and continue on, or if they would dissolve the 501(c)(3).

Councilmember Lance moved to absorb the Firewise into the Town; it will save the Town \$20,000 estimated, and the Town can look into FEMA's minimal requirements; second by Councilmember Collins.

Mayor Nolan moved to give Firewise \$35,000 to cover the expenses with everything that they need, the Town not having to do anything; second by Councilmember Brooks.

Councilmembers discussed that Mayor Nolan's motion is \$35,000 with no Town staff support; next year, Firewise can come back and ask for more funds. In response to the Council, Mr. Hanks stated that Town staff would have a percentage of remaining work until the 501(c)(3) is complete, and an accountability agreement would then be required. The second half of the \$25,000 County grant funding was held, which would minimize the impact to Town staff until Firewise is officially a 501(c)(3). Firewise is recognized by the state but not formally a 501(c)(3) until the federal EIN number starts, which can take up to 60 days.

Leigh Cluff addressed the Council and asked if the Town would still be involved in the grants, where the homeowner

only pays 10% and the Town funds the grant until it receives the money back. In response, Ms. Stensrud stated that Firewise as a 501(c)(3) cannot hold the money; Mr. Hanks said that the funding issue would then be up to the 501(c)(3) to work out. In response to the Council, Ms. Stensrud clarified that Firewise would not be a bank that would hold money that would be returned to a homeowner. Councilmembers and Ms. Stensrud continued the discussion about grant funding, the timing of homeowner reimbursement, and Firewise not having enough money to pay homeowners as the Town has done.

Councilmembers, Ms. Stensrud and staff discussed residents applying directly for grant funding, which is how the PAWUIC grants originally worked; there are many financially challenged residents in the Town who cannot wait for grant reimbursement. Ms. Moore stated that she called neighboring Towns; nobody else has a Firewise, and the city/town just posts the information for their citizens. The discussion continued about Firewise, options for funding and allowing Firewise time to grow.

In response to the Council, Mr. Hanks stated if the Town absorbed Firewise, the Town would continue with the education, and would hopefully be able to have the board members and volunteers join the Town and continue it at whatever level they can.

Councilmember Brooks moved to hear what Mr. Orr has to say; second by Councilmember Lance. There was consensus to allow comment from Mr. Orr.

Mr. Orr addressed the Council relating to finding something in a cooperative manner; the Northern Evacuation Route not being impacted by tonight's decision; and, Firewise being able to continue under a cooperative arrangement with a low budget, low overhead and those in the community contributing what they can.

Mayor Nolan stated that there were two motions on the floor. The first is to give Firewise \$35,000, with no staff support from the Town; it was seconded by Councilmember Brooks.

Barbara Been, Firewise, addressed the Council relating to Firewise's importance to the Town; even as a 501(c)(3), the PAWUIC grant requires all of the work to be done before getting the money; and, Firewise cannot pay those homeowners and wait for the PAWUIC grant. With the other grant, the money comes in and can be banked.

Ms. Stensrud stated that she has talked to five of the seven Firewise Board members and Firewise will retract the request for funding and will dissolve and work under the Town.

In response to the Council, Mr. Hanks confirmed that \$20,000 is feasible to meet the minimal, and more, FEMA requirements. The biggest percentage of the \$20,000 will be for additional staff help; it will be added to the Firewise budget line item for now, but staff will review, and then come back for a budget adjustment based on the review.

Councilmember Brooks moved to allow Leigh Cluff to speak; second by Councilmember Collins.

Leigh Cluff addressed the Council relating to the amount of money the Town is banking and holding for Firewise. In response, Ms. Moore stated that currently the Town paid out about \$50,000; \$43,000 was PAWUIC and \$12,500 was the first half of the Title 3 grants. Ms. Cluff continued, relating to if the Town is paying out \$43,000, the Town is asking Firewise to pay out \$43,000 but only giving them \$35,000; she does not want people to think that Firewise cannot budget their money; and, the motion was to ask Firewise to budget beyond what they have.

The motion by Councilmember Lance to absorb Firewise into the Town passed on a roll call vote 4-1. CM Brooks – Aye; CM Collins – aye; CM Hughes – absent; CM Lance – aye; CM McBrady – absent; VM Wendt – aye; Mayor Nolan – nay.

The Special Council Meeting recessed at 8:46 p.m.

- D.** Review and possible adoption of FY 2019/20 Tentative Budget by Funds and Departments (General Fund – Revenues, Expenditures; Town Council and Management, Town Clerk, Finance, Legal, IT, Magistrate Court, Public Safety, Engineering, Public Works, and Community Development, non-Departmental; HURF – Revenues, Expenditures: Engineering, Public Works; Grant Fund) (staff CC)

The Special Council Meeting reconvened at 9:17 p.m. Councilmembers Brooks, Collins, Lance, Vice Mayor Wendt and Mayor Nolan were present. Councilmembers Hughes and McBrady were absent.

In response to the Council, Mr. Hanks stated that with tonight's revisions, the bottom line is currently at a negative \$293,647. \$200,000 is the contingency line item, which leaves a negative \$93,647. The funds are in the reserves and can be drawn on. Within this budget there are a few items that are double-budgeted or over-budgeted; he doesn't think that the Town will be in the negative at the end of the year. Ms. Moore stated that if the Town did not have a healthy fund balance, then it would need a balanced budget. If the Town expended everything in the budget, the Town would use \$93,000 from the fund balance to cover those expenses. The actual expenditures are under what

was budgeted. The Town will be adding into the fund balance after the current fiscal year, even though the budget was over \$300,000.

Councilmember Brooks moved to accept the fifth draft budget for the Town’s Fiscal Year 2019/2020; second by Vice Mayor Wendt. Motion passed on a roll call vote 4-1. CM Brooks – aye; CM Collins – aye; CM Hughes – absent; CM Lance – aye; CM McBrady – absent; VM Wendt – aye; Mayor Nolan – nay.

In response to the Council, Mr. Hanks stated that the tentative budget adoption needed to be done by the end of June; the Town has until the end of July to post and advertise it, before coming back to Council for final approval. There is not a special budget meeting scheduled in July; the next budget item will be final budget adoption at a Regular Council Meeting.

5. Adjourn.

The meeting was adjourned at 9:23 p.m.

Terry Nolan, Mayor

ATTEST: _____
Timothy A. Mattix, Town Clerk



COUNCIL COMMUNICATION

Regular Council Meeting Date: **September 17, 2019**

Agenda Item: **7.C.**

Submitted by: Edward L. Hanks, Jr., Town Manager

Subject:

Discussion and possible action to approve the Accountability Contract with Central Arizona Land Trust (Coldwater Conservancy) for Fiscal Year 2019/20 funding.

Background:

At the June 25, 2019, Special Council Meeting, Council approved a donation of \$1,500 to Coldwater Conservancy.

The Town historically enters into Accountability Contracts with agencies who are approved, during the budget process, to receive public funding. The contracts establish the parameters within which the agencies must utilize the funding, as well as detailing how the agency is required to report to the Town.

Following Council's review of the Accountability Contract template at the September 10, 2019, Study Session, various non-substantive changes were made. Additionally, Section 7, Termination for Cause, was clarified to require the contractor to reimburse the Town for any grant funds that were spent for operations, goods, or activities outside of the services that Council approved.

Financial Impact:

- \$1,500

Sufficient funds for the anticipated expenditures in the current fiscal year were budgeted in the General Fund, account number 10-465-6950.

Direction Requested:

Staff requests Council approval of the Accountability Contract with Arizona Land Conservation Services (Coldwater Conservancy).

Suggested Motion:

For: I move to approve the Accountability Contract with Arizona Land Conservation Services for Fiscal Year 2019/20 Funding.

Attachments:

Accountability Contract.

**CENTRAL ARIZONA LAND TRUST
PUBLIC BENEFITS ACCOUNTABILITY CONTRACT**

This Agreement is entered into this __day of _____, 20__ by and between the Town of Dewey-Humboldt, Arizona, an Arizona municipal corporation (hereinafter referred to as “Dewey-Humboldt”) and Central Arizona Land Trust, Inc., an Arizona non-profit corporation (hereinafter referred to as “Contractor”).

RECITALS:

1. The Dewey-Humboldt Council finds that Contractor is offering services that benefit the Dewey-Humboldt community and that it is therefore appropriate for Contractor to receive public funds (“Grant Funds”) in support of its activities and provided services benefitting the community; and
2. Central Arizona Land Trust is a community-based, nationally accredited Arizona non-profit organization dedicated to protecting the irreplaceable landscapes that define central and northern Arizona; and
3. Central Arizona Land Trust holds conservation easements on over 4,300 acres that include public open space and ranchlands.

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

1. **DURATION OF AGREEMENT:** The duration of the Agreement shall be from July 1, 2019 until June 30, 2020.
2. **SCOPE OF WORK:** Contractor agrees to use funds received from Dewey-Humboldt to provide closing on the permanent conservation easement on Coldwater Farm (“Services”) meeting the criteria set forth in **Exhibit A** of this Agreement.
3. **COMPENSATION:** Dewey-Humboldt shall compensate Contractor for the Services in the amount of \$1,500. Such funds shall only be used for the purposes set forth in **Exhibit A**. Payments of the Grant Funds shall be made under the schedule in **Exhibit B**.
4. **RECORDKEEPING AND REPORTING:** Contractor will maintain accurate financial records to enable Dewey-Humboldt to verify that the Grant Funds provided under this Agreement are expended for provision of the Services in Exhibit A. At the completion of the Services, Contractor shall submit to Dewey-Humboldt an itemized report setting forth how the Grant Funds received from Dewey-Humboldt were expended.
5. **INSPECTION:** Within five (5) days of receipt of a written request from Dewey-Humboldt, Contractor agrees to open for inspection and to make available all financial records relating to the Services.

6. NOTICE TO CURE NONCOMPLIANCE: If Dewey-Humboldt, in its sole discretion, determines Contractor is, or may be, in breach of this Agreement, Dewey-Humboldt shall give written notice to Contractor of the specific area of noncompliance. Contractor shall start, within 10 calendar days of the notice date to start on correcting the noncompliance and shall come into full compliance within 30 calendar days of the notice date.
7. TERMINATION FOR CAUSE: If Contractor does not cure its noncompliance within 30 calendar days from the notice date, Dewey-Humboldt may terminate this Agreement. Contractor shall immediately return to Dewey-Humboldt all Grant Funds not spent for the Services described in **Exhibit A**. The return of Grant Funds shall include reimbursement of Grant Funds that were spent for operations, goods or activities outside the Services described in **Exhibit A**.
8. TERMINATION PURSUANT TO A.R.S. § 38-511: Dewey-Humboldt may terminate this Agreement pursuant to A.R.S. § 38-511.
9. INDEMNIFICATION: Contractor agrees to hold harmless and indemnify Dewey Humboldt from any loss, damage, liability, cost, charge or expense, whether direct or indirect, including reasonable attorney's fees, and whether to any person or property to which Dewey-Humboldt, its agents, employees or said parties may be subject to related to the Services, including, but not limited to, actions for bodily injury, illness, death or property damage.
10. INDEPENDENT CONTRACTOR: Contractor is an independent contractor and not an agent or employee of Dewey-Humboldt. Contractor shall supervise and direct the Services using Contractor's best skill and attention. Contractor shall be solely responsible for all staffing, curriculum, scheduling, supplies, equipment for and transportation of participants to events for Services. Contractor shall be responsible to its employees, volunteers, Dewey-Humboldt employees and other persons performing any services related to the Services as set forth in this Agreement.
11. ENTIRE AGREEMENT; AMENDMENTS: This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended except through an appropriate writing signed by both parties.
12. ASSIGNMENT PROHIBITED: Contractor shall not assign any rights acquired hereby, without first obtaining the written consent of Dewey-Humboldt.
13. INSURANCE: Contractor agrees that it will carry the following insurance coverage during the term of this Agreement:

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

Contractor shall submit certificates of insurance acceptable to Dewey-Humboldt and warrants that such coverage(s) shall be maintained in full force and effect until

Contractor is released from this Contract. Further, Dewey-Humboldt shall be named as an additional insured with respect to the services to be performed under this Contract.

14. **NO DISCRIMINATION:** Neither Contractor nor its employees or agents will discriminate on the basis of race, religion, handicap, gender or national origin in providing the Services.
15. **NON-BOYCOTT OF ISRAEL:** Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.
16. **IMMIGRATION LAW WARRANTY:** As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.
17. **NOTICES:** All notice provided for herein shall be hand delivered, delivered by overnight courier (e.g., Federal Express) or sent by certified or registered mail, return receipt requested, addressed to all parties hereto at the address designated for each party beside its signature or at such other address as the party who is to receive such notice may designate in writing. Notice shall be deemed completed upon: (i) such hand delivery or courier delivery or (ii) three (3) days after the deposit of same in a letter box or other means provided for the posting of mail, addressed to the party and with the proper amount of postage affixed thereto. Except as otherwise herein provided, actual receipt of notice shall not be required to effect notice hereunder.

DEWEY-HUMBOLDT:

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

CONTRACTOR:

Jeanne Trupiano
Central Arizona Land Trust
P.O. Box 1050
Prescott, AZ 86302

18. Contractor will comply with all applicable federal, state and local laws and regulations.

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

For Contractor

For Dewey-Humboldt

(Signature)

Terry Nolan, Mayor

Title

Attest:

Town Clerk

Approved as to Form:

Kay Bigelow, Town Attorney
Bigelow Law Offices, PLC

EXHIBIT A

SCOPE OF WORK

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

1. Contractor shall utilize the funding for costs of project management relating to closing on the permanent conservation easement on Coldwater Farm.
2. Contractor shall make presentation of its activities at the November 12, 2019, and February 11, 2020, Town Council Study Sessions. Contractor shall provide an electronic copy of its presentation to the Town Clerk no later than one week prior to the date of each Study Session.
3. No disbursement will be paid to Contractor until this Agreement is fully executed and proof of insurance coverage as set forth in Paragraph 13 has been provided to and accepted by Dewey-Humboldt.
4. In order to obtain disbursement, Contractor shall provide Dewey-Humboldt with a written invoice accepted by the Town Manager.

EXHIBIT B

SCHEDULE FOR PAYMENT

1. One-time payment of \$1,500 to be paid within two weeks of receipt and acceptance by the Town Manager of an invoice.

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COUNCIL COMMUNICATION

Regular Council Meeting Date: **September 17, 2019**

Agenda Item: **7.D.**

Submitted by: Edward L. Hanks, Jr., Town Manager

Subject:

Discussion and possible action to approve the Accountability Contract with the Dewey-Humboldt Historical Society (DHHS) for Fiscal Year 2019/20 funding.

Background:

At the June 25, 2019, Special Council Meeting, Council approved a donation totaling \$10,300 to DHHS.

The Town historically enters into Accountability Contracts with agencies who are approved, during the budget process, to receive public funding. The contracts establish the parameters within which the agencies must utilize the funding, as well as detailing how the agency is required to report to the Town.

Following Council's review of the Accountability Contract template at the September 10, 2019, Study Session, various non-substantive changes were made. Additionally, Section 7, Termination for Cause, was clarified to require the contractor to reimburse the Town for any grant funds that were spent for operations, goods, or activities outside of the services that Council approved.

Financial Impact:

- \$10,300, as follows:
 - \$4,800 for storage reimbursements;
 - \$2,500 for the Agua Fria Festival;
 - \$3,000 for the Museum donation (Council also approved considering permit fee waiving throughout the fiscal year as needed)

Sufficient funds for the anticipated expenditures in the current fiscal year were budgeted in the General Fund, account number 10-465-6950.

Direction Requested:

Staff requests Council approval of the Accountability Contract with DHHS.

Suggested Motion:

For: I move to approve the Accountability Contract with the Dewey-Humboldt Historical Society for Fiscal Year 2019/20 Funding.

Attachments:

Accountability Contract.

**DEWEY-HUMBOLDT HISTORICAL SOCIETY
PUBLIC BENEFITS ACCOUNTABILITY CONTRACT**

This Agreement is entered into this __ day of _____, 20__ by and between the Town of Dewey-Humboldt, Arizona, an Arizona municipal corporation (hereinafter referred to as “Dewey-Humboldt”) and Dewey-Humboldt Historical Society, an Arizona non-profit corporation (hereinafter referred to as “Contractor”).

RECITALS:

1. The Dewey-Humboldt Council finds that Contractor is offering services that benefit the Dewey-Humboldt community and that it is therefore appropriate for Contractor to receive public funds (“Grant Funds”) in support of its activities and provided services benefitting the community; and
2. The Contractor collects and preserves items, artifacts, pictures and records that reflect the history of Dewey-Humboldt and associated Yavapai County and Arizona, and makes the collections available for the education of local students and citizens, researchers as well as visitors to the area; and
3. The Contractor holds the Agua Fria Festival as a community event and fundraiser; and
4. The Contractor is without a museum because the property owner sold the property, but is storing its collections and has acquired property to replace its museum.

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

1. **DURATION OF AGREEMENT:** The duration of the Agreement shall be from July 1, 2019 until June 30, 2020.
2. **SCOPE OF WORK:** Contractor agrees to use funds received from Dewey-Humboldt to produce the annual Agua Fria Festival on September 21, 2019, put towards providing a new Museum facility that will be available to members of the public and to assist with the costs of storing Museum exhibits and equipment (“Services”) meeting the criteria set forth in **Exhibit A** of this Agreement.
3. **COMPENSATION:** Dewey-Humboldt shall compensate Contractor for the Services in the amount of \$10,300. Such funds shall only be used for the purposes set forth in **Exhibit A**. Payments of the Grant Funds shall be made under the schedule in **Exhibit B**.
4. **RECORDKEEPING AND REPORTING:** Contractor will maintain accurate financial records to enable Dewey-Humboldt to verify that the Grant Funds provided under this Agreement are expended for provision of the Services in Exhibit A. At the completion of the Services, Contractor shall submit to Dewey-Humboldt an itemized report setting forth how the Grant Funds received from Dewey-Humboldt were expended.

5. **INSPECTION:** Within five (5) days of receipt of a written request from Dewey-Humboldt, Contractor agrees to open for inspection and to make available all financial records relating to the Services.
6. **NOTICE TO CURE NONCOMPLIANCE:** If Dewey-Humboldt, in its sole discretion, determines Contractor is, or may be, in breach of this Agreement, Dewey-Humboldt shall give written notice to Contractor of the specific area of noncompliance. Contractor shall start, within 10 calendar days of the notice date to start on correcting the noncompliance and shall come into full compliance within 30 calendar days of the notice date.
7. **TERMINATION FOR CAUSE:** If Contractor does not cure its noncompliance within 30 calendar days from the notice date, Dewey-Humboldt may terminate this Agreement. Contractor shall immediately return to Dewey-Humboldt all Grant Funds not spent for the Services described in **Exhibit A**. The return of Grant Funds shall include reimbursement of Grant Funds that were spent for operations, goods or activities outside the Services described in **Exhibit A**.
8. **TERMINATION PURSUANT TO A.R.S. § 38-511:** Dewey-Humboldt may terminate this Agreement pursuant to A.R.S. § 38-511.
9. **INDEMNIFICATION:** Contractor agrees to hold harmless and indemnify Dewey Humboldt from any loss, damage, liability, cost, charge or expense, whether direct or indirect, including reasonable attorney's fees, and whether to any person or property to which Dewey-Humboldt, its agents, employees or said parties may be subject to related to the Services, including, but not limited to, actions for bodily injury, illness, death or property damage.
10. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and not an agent or employee of Dewey-Humboldt. Contractor shall supervise and direct the Services using Contractor's best skill and attention. Contractor shall be solely responsible for all staffing, curriculum, scheduling, supplies, equipment for and transportation of participants to events for Services. Contractor shall be responsible to its employees, volunteers, Dewey-Humboldt employees and other persons performing any services related to the Services as set forth in this Agreement.
11. **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended except through an appropriate writing signed by both parties.
12. **ASSIGNMENT PROHIBITED:** Contractor shall not assign any rights acquired hereby, without first obtaining the written consent of Dewey-Humboldt.
13. **INSURANCE:** Contractor agrees that it will carry the following insurance coverage during the term of this Agreement:

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

Contractor shall submit certificates of insurance acceptable to Dewey-Humboldt and warrants that such coverage(s) shall be maintained in full force and effect until Contractor is released from this Contract. Further, Dewey-Humboldt shall be named as an additional insured with respect to the services to be performed under this Contract.

14. **NO DISCRIMINATION:** Neither Contractor nor its employees or agents will discriminate on the basis of race, religion, handicap, gender or national origin in providing the Services.
15. **NON-BOYCOTT OF ISRAEL:** Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.
16. **IMMIGRATION LAW WARRANTY:** As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.
17. **NOTICES:** All notice provided for herein shall be hand delivered, delivered by overnight courier (e.g., Federal Express) or sent by certified or registered mail, return receipt requested, addressed to all parties hereto at the address designated for each party beside its signature or at such other address as the party who is to receive such notice may designate in writing. Notice shall be deemed completed upon: (i) such hand delivery or courier delivery or (ii) three (3) days after the deposit of same in a letter box or other means provided for the posting of mail, addressed to the party and with the proper amount of postage affixed thereto. Except as otherwise herein provided, actual receipt of notice shall not be required to effect notice hereunder.

DEWEY-HUMBOLDT:

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

CONTRACTOR:

David Nystrom
Dewey-Humboldt Historical Society
P.O. Box 85
Humboldt, AZ 86329

18. Contractor will comply with all applicable federal, state and local laws and regulations.

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

For Contractor

For Dewey-Humboldt

(Signature)

Terry Nolan, Mayor

Title

Attest:

Town Clerk

Approved as to Form:

Kay Bigelow, Town Attorney
Bigelow Law Offices, PLC

EXHIBIT A

SCOPE OF WORK

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

1. \$2,500 for Town sponsorship of the Agua Fria Festival, to be held September 21, 2019.
 - a. Contractor shall provide booth space for the Town at no charge during the event dates.
 - b. Town shall be permitted to participate in the Parade free of charge, including no entry fee.
2. \$3,000 to open and operate a new building for the Museum, located at 2581 S. State Route 69. Said Museum shall remain open to the general public for at least 6 hours per day and at least three days per week.
3. \$400 monthly (up to \$4,800 total for fiscal year 2019/20) for reimbursement of costs associated with the storage of the Contractor's collection while Contractor moves into its permanent location at 2581 S. State Route 69.
4. Contractor shall make presentation of its activities at the November 12, 2019, and February 11, 2020, Town Council Study Sessions. Contractor shall provide an electronic copy of its presentation to the Town Clerk no later than one week prior to the date of each Study Session.
5. No disbursement will be paid to Contractor until this Agreement is fully executed and proof of insurance coverage as set forth in Paragraph 13 has been provided to and accepted by Dewey-Humboldt.
6. In order to obtain disbursement, Contractor shall provide Dewey-Humboldt with a written invoice.

EXHIBIT B

SCHEDULE FOR PAYMENT

1. One-time payment of \$2,500 for Town sponsorship of the Agua Fria Festival to be paid within two weeks of receipt and acceptance by the Town Manager of an invoice.
2. One-time payment of \$3,000 for the Museum to be paid within two weeks of receipt and acceptance by the Town Manager of an invoice.
3. Payment in the amount of \$400 for the reimbursement of costs associated with the storage of collection shall be disbursed monthly for up to 12 months on or before the 15th day of each month, upon written request by Contractor and acceptance by the Town Manager. Payment will be mailed to:
 - D-H Historical Society
 - P.O. Box 85
 - Humboldt, AZ 86329

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COUNCIL COMMUNICATION

Regular Council Meeting Date: **September 17, 2019**

Agenda Item: **7.E.**

Submitted by: Edward L. Hanks, Jr., Town Manager

Subject:

Discussion and possible action to approve the Accountability Contract with Mayer Area Meals on Wheels (MAMOW) for Fiscal Year 2019/20 funding.

Background:

At the June 25, 2019, Special Council Meeting, Council approved a donation totaling \$4,000 to MAMOW.

The Town historically enters into Accountability Contracts with agencies who are approved, during the budget process, to receive public funding. The contracts establish the parameters within which the agencies must utilize the funding, as well as detailing how the agency is required to report to the Town.

Following Council's review of the Accountability Contract template at the September 10, 2019, Study Session, various non-substantive changes were made. Additionally, Section 7, Termination for Cause, was clarified to require the contractor to reimburse the Town for any grant funds that were spent for operations, goods, or activities outside of the services that Council approved.

Financial Impact:

- \$4,000

Sufficient funds for the anticipated expenditures in the current fiscal year were budgeted in the General Fund, account number 10-465-6950.

Direction Requested:

Staff requests Council approval of the Accountability Contract with MAMOW.

Suggested Motion:

For: I move to approve the Accountability Contract with Mayer Area Meals on Wheels for Fiscal Year 2019/20 Funding.

Attachments:

Accountability Contract.

**MAYER AREA MEALS ON WHEELS
PUBLIC BENEFITS ACCOUNTABILITY CONTRACT**

This Agreement is entered into this __day of _____, 20__ by and between the Town of Dewey-Humboldt, Arizona, an Arizona municipal corporation (hereinafter referred to as “Dewey-Humboldt”) and Mayer Area Meals on Wheels, Inc., an Arizona non-profit corporation (hereinafter referred to as “Contractor”).

RECITALS:

1. The Dewey-Humboldt Council finds that Contractor is offering services that benefit the Dewey-Humboldt community and that it is therefore appropriate for Contractor to receive public funds (“Grant Funds”) in support of its activities and provided services benefitting the community.
2. Contractor is a community-based affiliate of the national Meals on Wheels America program which is dedicated to alleviating senior citizen isolation and hunger by serving nutritious meals, friendly visits and safety checks that enable the Town and area senior citizens to live nourished lives with independence and dignity.

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

1. **DURATION OF AGREEMENT:** The duration of the Agreement shall be from July 1, 2019 until June 30, 2020.
2. **SCOPE OF WORK:** Contractor agrees to use funds received from Dewey-Humboldt to provide meal delivery services to indigents, seniors, and other Town residents in need (“Services”), meeting the criteria set forth in **Exhibit A** of this Agreement.
3. **COMPENSATION:** Dewey-Humboldt shall compensate Contractor for the Services in the amount of \$4,000. Such funds shall only be used for the purposes set forth in **Exhibit A**. Payments of the Grant Funds shall be made under the schedule in **Exhibit B**.
4. **RECORDKEEPING AND REPORTING:** Contractor will maintain accurate financial records to enable Dewey-Humboldt to verify that the Grant Funds provided under this Agreement are expended for provision of the Services in Exhibit A. At the completion of the Services, Contractor shall submit to Dewey-Humboldt an itemized report setting forth how the Grant Funds received from Dewey-Humboldt were expended.
5. **INSPECTION:** Within five (5) days of receipt of a written request from Dewey-Humboldt, Contractor agrees to open for inspection and to make available all financial records relating to the Services.

6. NOTICE TO CURE NONCOMPLIANCE: If Dewey-Humboldt, in its sole discretion, determines Contractor is, or may be, in breach of this Agreement, Dewey-Humboldt shall give written notice to Contractor of the specific area of noncompliance. Contractor shall start, within 10 calendar days of the notice date to start on correcting the noncompliance and shall come into full compliance within 30 calendar days of the notice date.
7. TERMINATION FOR CAUSE: If Contractor does not cure its noncompliance within 30 calendar days from the notice date, Dewey-Humboldt may terminate this Agreement. Contractor shall immediately return to Dewey-Humboldt all Grant Funds not spent for the Services described in **Exhibit A**. The return of Grant Funds shall include reimbursement of Grant Funds that were spent for operations, goods or activities outside the Services described in **Exhibit A**.
8. TERMINATION PURSUANT TO A.R.S. § 38-511: Dewey-Humboldt may terminate this Agreement pursuant to A.R.S. § 38-511.
9. INDEMNIFICATION: Contractor agrees to hold harmless and indemnify Dewey Humboldt from any loss, damage, liability, cost, charge or expense, whether direct or indirect, including reasonable attorney's fees, and whether to any person or property to which Dewey-Humboldt, its agents, employees or said parties may be subject to related to the Services, including, but not limited to, actions for bodily injury, illness, death or property damage.
10. INDEPENDENT CONTRACTOR: Contractor is an independent contractor and not an agent or employee of Dewey-Humboldt. Contractor shall supervise and direct the Services using Contractor's best skill and attention. Contractor shall be solely responsible for all staffing, curriculum, scheduling, supplies, equipment for and transportation of participants to events for Services. Contractor shall be responsible to its employees, volunteers, Dewey-Humboldt employees and other persons performing any services related to the Services as set forth in this Agreement.
11. ENTIRE AGREEMENT; AMENDMENTS: This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended except through an appropriate writing signed by both parties.
12. ASSIGNMENT PROHIBITED: Contractor shall not assign any rights acquired hereby, without first obtaining the written consent of Dewey-Humboldt.
13. INSURANCE: Contractor agrees that it will carry the following insurance coverage during the term of this Agreement:

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

Contractor shall submit certificates of insurance acceptable to Dewey-Humboldt and warrants that such coverage(s) shall be maintained in full force and effect until

Contractor is released from this Contract. Further, Dewey-Humboldt shall be named as an additional insured with respect to the services to be performed under this Contract.

14. **NO DISCRIMINATION:** Neither Contractor nor its employees or agents will discriminate on the basis of race, religion, handicap, gender or national origin in providing the Services.
15. **NON-BOYCOTT OF ISRAEL:** Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.
16. **IMMIGRATION LAW WARRANTY:** As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.
17. **NOTICES:** All notice provided for herein shall be hand delivered, delivered by overnight courier (e.g., Federal Express) or sent by certified or registered mail, return receipt requested, addressed to all parties hereto at the address designated for each party beside its signature or at such other address as the party who is to receive such notice may designate in writing. Notice shall be deemed completed upon: (i) such hand delivery or courier delivery or (ii) three (3) days after the deposit of same in a letter box or other means provided for the posting of mail, addressed to the party and with the proper amount of postage affixed thereto. Except as otherwise herein provided, actual receipt of notice shall not be required to effect notice hereunder.

DEWEY-HUMBOLDT:

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

CONTRACTOR:

David W. Treadway
Mayer Area Meals on Wheels, Inc.
P.O. Box 883
Mayer, AZ 86333-0883

18. Contractor will comply with all applicable federal, state and local laws and regulations.

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

For Contractor

For Dewey-Humboldt

(Signature)

Terry Nolan, Mayor

Title

Attest:

Town Clerk

Approved as to Form:

Kay Bigelow, Town Attorney
Bigelow Law Offices, PLC

EXHIBIT A

SCOPE OF WORK

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

1. Services for the benefit of Dewey-Humboldt residents only, including the cost of the food and its delivery to Town residents.
2. The Contractor shall be in compliance of the requirements and provisions set forth in its current agreement with the Northern Arizona Council of Governments. Contractor shall attach a copy of the current agreement to this agreement as Exhibit C.
3. Contractor shall make presentation of its activities at the November 12, 2019, and February 11, 2020, Town Council Study Sessions. Contractor shall provide an electronic copy of its presentation to the Town Clerk no later than one week prior to the date of each Study Session.
4. No disbursement will be paid to Contractor until:
 - a. This Agreement is fully executed;
 - b. Contractor has provided Dewey-Humboldt a copy of its current contract with the Northern Arizona Council of Governments; and,
 - c. Proof of insurance coverage as set forth in Paragraph 13 has been provided to and accepted by Dewey-Humboldt.
5. In order to obtain disbursement, Contractor shall provide Dewey-Humboldt with a written invoice accepted by the Town Manager.

EXHIBIT B

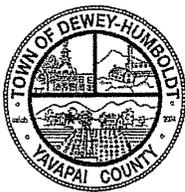
SCHEDULE FOR PAYMENT

1. One-time payment of \$4,000 to be paid within two weeks of receipt and acceptance by the Town Manager of an invoice.

EXHIBIT C

Current Agreement with the Arizona Council of Governments

(to be provided by Contractor prior to disbursement of funds)



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

Dewey-Humboldt

JUN 27 2019

Received

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: July 9 2019

Date of Request: June 26

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 changing farm animals from accessory use to
permitted use, per June 21, 2016 recommendations, P+Z.

Purpose and Background Information (Detail of requested action). This was
rejected at that time, but would allow keeping of
farm animals on vacant lots to assist in aiding in
much needed weed suppression.

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.



TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
Phone 928-632-8643 • Fax 928-632-7365

June 21, 2016 council meeting

Date: May 6, 2016

To: Yvonne Kimball

From: Steven Brown

Re: Planning and Zoning Commission Recommendation on Section 153

Last evening the Planning and Zoning Advisory Commission voted to recommend the latest amendments to Section 153 to the Council with the following change:

1. The Planning Commission recommends that FARM ANIMALS be Permitted uses rather than Accessory Uses in the R1-L, RMM, R1, RCU, R2, RS, C1, C2, C3, M1 and M2 zoning districts.
2. Staff wishes to point out to the Council that the definition of KENNEL as recommended by the Planning and Zoning Commission includes some contradictory language that needs to be considered. The Commission recommended definition reads as follows:
"A FACILITY SOLELY AND PRIMARILY FOR THE PURPOSE OF COMMERCIAL BOARDING, BREEDING AND/OR TRAINING OF DOGS AND/OR CATS. "KENNEL" DOES NOT INCLUDE THE KEEPING OF ANIMALS ON RESIDENTIAL LOTS AS HOUSEHOLD PETS"

The problem is that the words solely and primarily have two contradictory meanings that could become problematic when attempting to interpret compliance.

adverb: **solely**

not involving anyone or anything else; only.

adverb: **primarily**

for the most part; mainly.

As an example:

We receive a complaint about a commercial kennel being operated in a residential zoning district.

Upon investigation, it is determined that indeed the property owner is operating a facility for boarding and training of dogs (based on signage on the property) that occupies an area of approximately 5,000 sq. ft. of a 1-acre parcel. The property owner also maintains a number of dogs as Household Pets.

On the property there is a residence and accessory structures that total approximately 3,000 sq. ft. Once it is established that the facility is being operated commercially, a determination is then necessary as to whether it is **solely** commercial or **primarily** commercial, given that the owner also maintains Household Pets in the same facility. The task then becomes ascertaining what the proportions of the dogs kept commercially and those that are Household Pets in order to decide if this use fits the definition of kennel.

Staff recommends that we avoid this conflict by instead adopting the following language.

“A FACILITY FOR THE PURPOSE OF COMMERCIAL BOARDING, BREEDING AND/OR TRAINING OF DOGS AND/OR CATS. “KENNEL” DOES NOT INCLUDE THE KEEPING OF ANIMALS ON RESIDENTIAL LOTS AS HOUSEHOLD PETS”

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
JUNE 21, 2016, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JUNE 21, 2016, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call to order.** The meeting was called to order at 6:32 p.m.
2. **Opening Ceremonies.**
 - 2.1. **Pledge of Allegiance.** Done.
 - 2.2. **Invocation.** Given by Councilmember Nancy Wright.
3. **Roll Call.** Town Council Members Arlene Alen, Mark McBrady, Dennis Repan, Nancy Wright; Vice Mayor Treadway and Mayor Terry Nolan were present. Council Member Jack Hamilton was absent.
4. **Announcements Regarding Current Events, Guests, Appointments, and Proclamations.** Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action.
 - 4.1. **Presentation by Pamela Pearsall, Yavapai County Assessor, to educate qualified tax payers about property tax assistance programs in Arizona offered through the Assessor's Office.** As approved at the June 7th meeting.

Pamela Pearsall, Yavapai County Assessor, gave a presentation on exemption and programs for constituents in the community. There are disability exemptions, and widower's exemption; a \$200-\$300 credit; Senior Freeze wherein property value, (not taxes) for qualifying seniors is frozen for three-year terms, and can be extended for three year intervals, if guidelines are still met. Ms. Pearsall said that although efforts have been made for a Veteran's disability deduction or program, this as yet has been unsuccessful. Ms. Pearsall is visiting local community meetings to educate on these programs, as the citizens have to contact the Assessor's office to enroll in these programs. A property owner could possibly qualify for more than one program.

Councilmember Repan inquired of Ms. Pearsall what she sees as far as economy and valuation in the upcoming year. Ms. Pearsall said that her office just updated to look at the trend and noted a flat line trend which is typical for an election year, but has heard there is a huge demand, so she expects to see an increase.

Public Comment was taken on this item.

Troy O'Dell spoke to owning property in the Superfund site location; it having influenced his property value negatively. He asked why the property is being taxed at full value if you can't sell or enjoy it?

Ms. Pearsall explained that the EPA furnishes a map to the Assessor's office on what they consider contaminated. The Department of Revenue says that the way to handle this issue is if property in the Superfund site is still considered contaminated it is figured at full market value, as if not contaminated, and then the assessed value is 1% of that. If there is a market response for a property not contaminated that falls within the Superfund area, is figured at 10%, which is the assessed value. If a property is not contaminated but still falls within the Superfund site an appeal can be filed with the Assessor's office who would

research the market response. The EPA provided a map on contaminated properties, it is not discretionary by the Assessor. Ms. Pearsall explained the appeal process; tools for assessing market value; and defined the process for a market stigma adjustment.

5. **Town Manager's Report**. Update on Current Events. No legal actions can be taken. Council may ask town staff to review an operational matter at this time, or may ask that a matter be put on a future agenda for actions or further discussion. Possible matters and projects are related to Town general administration, Finance, Public Works, Community Development.

5.1. Staff report on Planning and Zoning Commission's recommendation regarding Animal Code 153. Ad Council direction on next steps.

Community Planner/Code Officer (CP/CO) Steven Brown gave an overview stating that the Planning & Zoning Commission reviewed Code 153 and voted to recommend their latest amendments to Council with the following change. First the Planning Commission recommends that farm animals be "permitted uses" rather than "accessory uses" in the R1-; RMM; R1; C1; C2; C3; M1; and M2 zoning districts. Accessory uses would require someone occupying the premises where the animals are being kept; if they are to just be permitted and not as an accessory to the residence then animals could be kept on vacant property without the benefit of someone there to care for them. Staff recommends that animals remain as accessory uses, because of problems with absentee owners and perhaps many times there is a lack of care when there is no one living on the premises to care for them. Staff disagreed with the Commission's recommendation.

Mayor Nolan inquired what CP/CO Brown's recommendation was. CP/CO Brown recommended that the clause remain the same and they remain as accessory uses.

There was discussion amongst Council on situations favoring the recommendation by the Commission and problems with it: grazing uses; care of animals, etc.

CP/CO Brown described that permitted use there are no precursors to their exercising that use. An accessory use is sublimated to the primary use, it has to be accessory to something, many cases that would be a residence. It could also be commercial properties that have sheds, corrals, for the keeping of animals. So those would be considered accessory to the primary use of that property.

CP/CO Brown explained he shared his concerns with the commission, however, the Commission disagreed with him.

Public Comment was taken on this item.

Amy Timmons asked a specific question about use of a vacant property for animals, but being on-site with them; would this not be allowed according to the code?

CP/CO Brown responded with the code's accessory use definition.

Town Attorney Goodwin suggested an agricultural zoning as a response to what she was hearing.

Public Comment - Amy Timmons then spoke to the rural lifestyle of D-H and inquired as to why vacant property has to be contiguous to primary use property.

CP/CO Brown advised the Council that if there was desire to change the existing code that could happen tonight.

Town Attorney Goodwin defined that the Town could have a different agricultural exemption; create a zoning district that would permit these uses; or allow farm animals as

a permitted use as opposed to an accessory use. There are three ways to approach it.

CP/CO Brown commented that the Commission was not unanimous in their recommendation.

Public Comment - Ulys Brooks spoke on problems with property taxes if changing the size of a property.

There was Council consensus to send this matter to a work session.

CP/CO Brown addressed the definition for "Kennel" pointing out contradictory language in the definition recommended by the P & Z Commission regarding the use of the term "solely and primarily".

Town Attorney Goodwin stated the language would not be able to be enforced as written.

Public Comment - Victoria J. Wendt recommended going with the word primary and taking the word solely out of the kennel definition. Ms. Wendt also spoke of the definition of "household pet" having changed from what was discussed at the 3/22/16 workshop, and the old definition having been put back in the ordinance inquiring if this could be discussed at this time.

Council was unable to discuss this as the subject of "household pet" definition was not on the agenda.

Town Manager Kimball recommended having a meeting with Ms. Wendt to sort this issue out.

Public Comment - Amy Timmons spoke against number limitations regarding animals. Ms. Timmons spoke against delaying this to a future meetings.

Councilmember McBrady recommended the kennel and household pet definitions being put on the same work meeting as the previous issue of the zoning accessory and permitted use.

Public Comment - Amy Timmons asked Council to hold the work session in the evening so she could attend.

Vice Mayor Treadway recommended tackling all these animal ordinance issues at the same meeting.

Public Comment - Dakota Porter asked about the status of exotic pets in the animal code.

CP/CO Brown defined the exotic pet definition and that there were not expected changes regarding this issue.

Public Comment - Mike Simms spoke on Robert's Rules regarding no motions having been made to have previous issues mentioned placed on future agendas.

Town Attorney Goodwin advised that a motion could be made, but that it was not legally required, due to the nature of the items as listed on the agenda.

Town Manager Kimball asked for clarification on the items to be addressed at further work session. The items included Chapter 153 zoning regulations; Chapter 93 animal related regulations; kennel definition and household pet definition. It was determined to hold this work session on September 13, 2016, at 6:30 p.m.

5.2 Report on EPA Iron King and Smelter Superfund "Assistance Group" quarterly phone call.

Town Manager Kimball reported that this was her first time participating in the quarterly phone conference. TM Kimball included her report in the packet, but shared highlights of the phone call, including her report to the group regarding the successful well water test this fiscal year. TM Kimball spoke to the "Assistance Group" on the Council's letter to Senator McCain regarding the Superfund clean-up process being completed soon. The group sounded surprised that the Council took such a firm action. In preparation for FY16-17 well water testing, TM Kimball asked the group to follow up on the number of wells in Dewey-Humboldt. No one had an answer to that query. CP/CO Brown followed up and it appears there are approximately 2,000 wells in the D-H area; stating the information came from the ADWR well registry, some of the wells may not be currently active but they are tracked.

Public Comment - Amy Timmons spoke that during her campaign efforts she was informed by many citizens that they did not receive well water test results after the last testing.

CP/CO Brown reported that there were a couple individuals that reported not receiving results and they were given the information to contact the lab to follow up. Mr. Brown requested that anyone who did not receive results should contact the Town office.

6. Consent Agenda.

6.1. Minutes. Minutes from the May 17, 2016, Regular Council Meeting.

Councilmember Wright made a motion to approve the minutes from the May 17, 2016, Regular Council Meeting, seconded by Mayor Nolan. It was approved unanimously.

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

Victoria J. Wendt spoke on researching the historical areas in town and gave kudos to Councilmember Alen for her tremendous work in that area.

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

8.1. Discussion and possible action regarding a resolution to authorize condemnation of real property located at 13101 E. Phoenix Street, Dewey-Humboldt.

Mayor Nolan recommended moving this item to the end of the agenda as it would require Executive Session and moved on to Item 9.1. CM Repan questioned that a motion may be necessary. Town Attorney Goodwin noted usually, unless there is an objection, if the Mayor wants to take something out of order, it's done, you can also do it by motion, if somebody objects she suggests it be done by motion. CM Repan made a motion to move on to Agenda Item 9.0, seconded by VM Treadway; motion passed unanimously.

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

9.1. Fiscal Year 2016-17 Tentative Budget adoption. (total Tentative Budget in the amount of \$4,182,302)

Mayor Nolan recommended a motion to adopt this so it can go to print and Council can continue to work on it.

Vice Mayor Treadway noted that on Page 25 in the 3rd paragraph the former town law firm was noted and should be corrected to the current representation.

Councilmember Repan made a motion to adopt the annual 2016-17 tentative budget, as corrected, CM Alen seconded; motion passed unanimously.

9.2 Codified Resolutions follow-up. Direction from Council on next steps.

Town Clerk Judy Morgan gave an overview of the revisions and recommended creating a policy on the NIMS authorization (National Information Management System) referencing the Council will pursue training in this. Two resolutions could be addressed through a generic ordinance on Private Road Transition policy and Yavapai County Emergency Hazard Mitigation (Emergency Management being provided in conjunction with Yavapai County and Town Officials are trained in that Emergency Management), for awareness of these two issues. There is one resolution that requires a repealing resolution, the contract with Bank of America, noting the Town no longer banks there. If Council gives direction on moving forward on these changes that are recommended, this can be accomplished.

There was Council discussion and questions regarding Resolutions 08-61 and 07-25 which Town Attorney Goodwin clarified and explained that the difference between a policy and an ordinance or something in the code is that policies don't have penalty clauses. You have to adopt penalty clauses by ordinance. If it's a policy it's just a policy, if you want to be able to cite or enforce it when somebody violates, it needs to be an ordinance which would be codified through the code.

Councilmember Repan asked about the timeline of the creation of a policy.

Town Manager Kimball clarified more details about resolutions and repeals noting that Town Council direction was to remove resolutions from the Town Code and cited that policies could be put online. TM Kimball said this is an administrative task, prepared for Council review, and forwarded for attorney review, subsequently returned to Council.

Councilmember Repan made a motion to direct staff to go ahead and make the motions as presented to Council, seconded by Councilmember Wright; motion passed unanimously.

10. Public Hearing Agenda. None.

Council returned to agenda item 8.1 as it was moved to the end of the agenda.

8.1 Discussion and possible action regarding a resolution to authorize condemnation of real property located at 13101 E. Phoenix Street, Dewey-Humboldt.

Mayor Nolan recommended CP/CO Brown give an overview of the circumstances leading to this condemnation process before going into Executive Session.

The complaint originated about an unsafe, unsanitary situation at 13101 E. Phoenix Street. It was determined that an individual was receiving tax bills and paying them for years while the owner of the property had been deceased for many years. The Town had an appraisal done to determine what may be a figure if the property were condemned. That appraisal came in at approximately \$20,000. The Town was advised by Counsel to obtain a litigation guarantee because condemnation was likely and has been obtained. The Town needs this resolution to move to the next step to begin that process.

CM Repan asked if the Town did due diligence trying to find family. CP/CO Brown spoke to the Town Attorney doing a trace on the individual and the litigation guarantee is about trying to find any potential heirs that might raise question during our question.

Public Comment was taken.

Ulys Brooks spoke on knowing the owner of the home and that she had a son, but had no idea of how to find him or if he had family.

TA Goodwin explained to Council that they have exhausted all efforts to locate any heirs. The condemnation route is recommended.

CM Repan made a motion, seconded by CM Wright to go into Executive Session. It was approved unanimously. The Council went into Executive Session at 8:10 p.m.

8.1.1 Recess into and hold an executive session pursuant to A.R.S. Section 38-431.03 (A)(7) Discussion or consultations with designated representative of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property located at 13101 E. Phoenix Street, Dewey-Humboldt.

The Executive Session was held.

8.1.2 Reconvene into Open Session.

Council reconvened to Open Session at 9:00 p.m. Mayor Nolan explained Council gave Staff direction on this item in Executive Session.

11. Adjourn. The meeting was adjourned at 9:00 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
PLANNING AND ZONING ADVISORY COMMISSION
REGULAR MEETING MINUTES
MAY 5, 2016**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT PLANNING AND ZONING COMMISSION WAS HELD ON THURSDAY, MAY 5, 2016 AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA, CHAIR BARRY SMYLIE PRESIDED.

1. **Call To Order.** Meeting was called to order at 6:03 p.m. with Chair Barry Smylie presiding.
2. **Opening Ceremonies.**
 - 2.1. **Pledge of Allegiance.** Done
3. **Roll Call.** Commissioners Jeff Siereveld, Rich Schauwecker, Patrick McGill, and Vice Chair Victor Hambrick and Chair Barry Smylie were present. Commissioner Joe Garcia was absent.
4. **Informational Reports.** None
5. **Planner's Update on current events and activities.**

Community Planner (CP) Steven Brown gave an overview and update of the progress made on the Firewise Community Program. Central Yavapai Fire District completed an assessment of the two proposed neighborhoods, northeast Foothills Drive area and the Blue Hills Subdivision. The Foothills Drive area was assessed as a high hazard area, and the Blue Hills Subdivision is assessed as an extreme hazard area. Town Council will review the proposal for participation at the May 10, 2016, Work Session. If approved, staff will assist in forming a group of homeowners to volunteer to serve on the board or committee through mailings, email, community activities, events and meetings. Information will also be provided on the Town website and in the Town newsletter. Once a board or committee is formed, they will steer the efforts to get homeowners involved and to participate in achieving FireWise certification.

Commissioner Siereveld inquired if the program was mandatory.

CP Brown stated that participation is not mandatory. The program is educational and a way to share resources to get this done. However, advantages for property owners are that insurance companies may offer discounts to those that do participate.

Chair Smylie spoke on this being a good program, especially in light of the current wildfire in Alberta, Canada.

6. **Consent Agenda.**
 - 6.1. **Minutes.** Minutes from the April 7, 2016 Planning & Zoning Regular Meeting.

Motion was made by Commissioner Schauwecker to approve the April 7, 2016 P&Z regular meeting minutes, seconded by Commissioner Siereveld. The motion was approved unanimously.
7. **Discussion Agenda – New Business.** None.
8. **Discussion Agenda – Unfinished Business.**
 - 8.1. **Review and recommendation on proposed amendments to portions of Town Code Section 153 dealing with Animals, and especially a comparison of Animal Quotas for regional jurisdictions.**

Chair Smylie reminded the commission that they were tasked with finding out how the community felt about Town Code Section 153. He asked each member to share their findings:

Commissioner McGill spoke on printing out the charts and the four options and asking the neighbors their opinion and to write it down. His four neighbors chose options similar to Chino Valley's ordinance.

Commissioner Schauwecker spoke to his neighborhood not having a large amount of farm animals, but after talking with neighbors and discussing options, they agreed that they moved to this area because they enjoy the way of life. The ordinances have been in effect for a very long time and seemed to fit them. Commissioner Schauwecker, along with his neighbors, would like to leave Ordinance 153.066 in place and not make any adjustments.

Commissioner Siereveld spoke to some people in and out of his neighborhood. No one in particular had cattle or a large amount of animals, just a horse or two, couple of goats. No one indicated an issue with the way things are. His end feeling was that if the situation is not broke, don't fix it.

Vice Chair Hambrick spoke to several people. There is a lot of confusion about the language barrier, most of what he experienced was the fear of "if it's not broke, don't fix it". Spoke to the confusion that can be encountered when you refer to a chart. The chart originally came from the county. Commissioner Hambrick's overall perception was that he wasn't aware of any problems with the existing code, but if you were to pick apart that code, there would be concerns regarding accessory use.

Chair Smylie spoke on taking a recommendation he received at the last meeting and visited residents in the Blue Hills area. About 50% of the people he talked to were veterans from the Vietnam era and had very strong views about laws, freedom and regulation. When it comes down to personal individual freedoms that's where they drew the line. They complied when they bought and built their properties, their horses and cattle were in compliance when the town incorporated. Chair Smylie concluded that the shared viewpoint is "it's not broken". Chair Smylie recommended sending a recommendation back to council that the laws, as they are when incorporated, are just fine.

Commissioner McGill spoke on his findings that his neighbors don't want the restrictions of the animal charts in the ordinance.

Chair Smylie spoke on the chart having been in place for the better part of 30 years or longer and not being any more restrictive than it was last year. The topic on the table is modification, that is why the commission was involved.

Commissioner Schauwecker spoke on the regulations and rules outlining that residents can have a certain amount (of animals) on their property with a complaint-driven system. Sees no reason to make changes. Didn't hear from any commissioners or staff that the system is in dire need of change and was in favor of leaving things as they are currently.

Commissioner Siereveld spoke on D-H adopting the county ordinances and believing that Chino Valley did the same thing, although they are a lot more spread out than D-H, which is quickly becoming more condensed. Commissioner Siereveld indicated, at this point in time, he'd like to see it stay the same with the accessory issue removed.

Vice Chair Hambrick spoke on seeing it stay the same. The end result after discussion was for the committee to make a recommendation to go with the original policy with

removing the accessory uses, making it more conducive to everybody by giving them their freedom and rights.

CP Brown spoke on some clarifying information to assist the Committee in the wording for their motion and there was discussion about use permits; accessory use; special use permits and variances.

Commissioner McGill spoke on accepting public comment at this time before a motion was made, as the members of the audience took time to attend the meeting.

Council discussed the adjustment to the agenda with Chair Smylie moving the opportunity for public comment forward in the agenda.

Public Comment: Victoria Wendt spoke to confusion regarding the wording for the “kennel” definition and recommended that the Town go back to using the Planning & Zoning Commission’s definition. Ms. Wendt also spoke to the definition of “household pet” containing the word “commercial”, and saw no reason for said word to be included in said definition. Ms. Wendt advised Commission to be careful when committees and the Commission are swapping language as it can lead to errors and misinterpretation.

There was further Committee discussion regarding the appropriate wording for the motion.

Public Comment: Al Kuhns spoke on a six-page anonymous letter that he received in the mail regarding animal nuisance, noises, and the complaint process. He inquired why Commission didn’t discuss the content of the newsletter and if they received it. Mr. Kuhns offered to submit a copy for Commission review.

Commissioner Hambrick acknowledged receiving the newsletter, which was mailed to his post office box with no return address, and spoke against the validity of the content.

No further public comment was received.

Commissioner Hambrick made a motion to leave, as is, Ordinance 153.066 (G) with the exception under the code “as accessory uses” and change that to “as permitted uses”. Commissioner Siereveld seconded the motion. The motion passed with a 4-1 vote, Commissioner McGill voting against.

Chair Smylie stated for the record, that once this is compiled he would like to present this to Town Council with Commissioner McGill, as Commissioner McGill still has some outstanding issues that did not pass. Chair Smylie felt Mr. McGill’s issues were valid, although he indicated they did not represent the vote or the will of the majority on the Commission.

CP Brown spoke on checking with the Town Clerk to find the best way to accomplish this request.

Chair Smylie spoke to the need of this happening before the next Planning & Zoning Meeting, wanting it on the record.

There was further Committee discussion regarding accessory use, as well as Committee clarification that when Commissioner McGill addressed the Town Council, it would be understood that he was speaking from a personal viewpoint, not representing the Commission.

8.2. General Plan Review. Review and discussion of the 2009 General Plan.

Chair Smylie spoke on this being on the agenda for the last couple meetings.

CP Brown noted that the next meeting agenda being light enough, that if the Commission desired it could be moved to that agenda.

Chair Smylie inquired when the General Plan would come up again.

CP Brown spoke on the General Plan having been adopted in 2009 and the State plan says you either update it or readopt it every ten years. If you are going to update, it is a process requiring at least two years lead time. CP Brown had students at NAU look at the plan resulting in a suggested methodology for evaluation that could be followed. CP Brown felt that could be a good first step, taking the NAU recommendation and trying to implement it, as well as taking a look at evaluating the General Plan, before deciding if there is anything to update. CP Brown indicated to the Commission that the General Plan may function as needed right now.

Commission consensus was to move this item to the next agenda on June 9, 2016.

9. **Public Hearing Agenda.** None.

10. **Comments from the Public.** This was moved forward in the agenda and discussed during item 8.1.

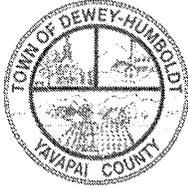
11. **Adjourn.** Meeting was adjourned at 6:50 p.m.

Chairman Barry Smylie

ATTEST:

Julie Gibson, Administrative Assistant

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TOWN OF DEWEY-HUMBOLDT
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Dewey-Humboldt

SEP 06 2019

Received

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: 9-17-19

Date of Request: 9-6-19

Type of Action: Routine/Consent Regular

Requesting: Action Report Only

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

Amend code 30.109 (E)(6) to allow public comment on agenda item at special and study sessions, as emergency clause item

Purpose and Background Information (Detail of requested action). Need more

opportunity for public comment. ~~Direct~~ Direct town Attorney to draft ordinance for ~~changes~~ changes to allow more COMMENT

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: _____

Type of Presentation: oral

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.

30.109 PROTOCOL AT MEETINGS.

(A) Preamble. Members of the Town Council are elected to represent their voting constituents and the citizens of Dewey-Humboldt. As such, each member of Council has the right to express his or her representation without being assailed in regard to that representation or in regards to their own personal political affiliations, religious preference, marital status, sexual orientation. Further, members of Council shall not be the subject of retribution from the Chair in any manner or form or in a manner of retribution for holding their view in all matters that come before Council. In addition, the right of a member to address the City Council on a question of personal privilege shall be limited to cases in which the member's integrity, character, or motives are assailed, questioned or impugned.

(B) Basic rules of order. Meetings will be conducted in accordance with the latest edition of Robert's Rules of Order (Robert's Rules), with the following exceptions and changes:

(1) In case of conflict between Robert's Rules and the constitution or laws of the State of Arizona, the state law will prevail.

(2) In case of conflict between Robert's Rules and the Dewey-Humboldt code of ordinances, the code of ordinances shall prevail.

(C) Procedures in general.

(1) The presiding officer at any meeting shall rule on any point of order raised by a Councilmember. Only Councilmembers may raise points of order. The presiding officer shall request advice from other members of the body or an appointed parliamentarian before making a ruling. However, any member may, on a point of order, call for a vote on the ruling and specify an alternative ruling. A vote shall then be called on the point of order and, if a majority of members vote in favor of the proposed alternative ruling, the presiding officer shall defer to the opinion of the majority of the members for that meeting of the body. Otherwise the presiding officer's ruling shall stand. The presiding officer may impose reasonable limits to the time allotted for each member to speak during the discussion phase of the proceedings, but if additional time is requested by the member, the presiding officer shall ask for a vote to extend additional time, and if a majority of members agree, the time shall be granted.

(2) The presiding officer shall not use his position as Chair of the meeting to debate other Councilmembers in a condescending manner and shall avoid questioning the motives of others or using indecorous language.

(D) Meeting operational procedures.

(1) A Councilmember desiring to speak shall address the presiding officer and, upon

recognition, shall confine his or her comments to the

agenda item, avoid discussion of personalities and indecorous language and refrain from personal attacks and verbal abuse.

(2) A Councilmember or the presiding officer who desires to ask a question of staff shall address the question to the Town Manager who shall address the question or may designate another staff member to address the question. Councilmembers shall not berate or admonish staff members or the Town Manager.

(3) A Councilmember who has been recognized and given the floor, shall not be interrupted while speaking unless called to order by the presiding officer; a point of order is raised by another member; or the speaker chooses to yield the floor. If a Councilmember is called to order, that member shall immediately cease speaking until the question of order is settled by a vote of Council. If ruled to be in order, the member shall be permitted to proceed. If ruled out of order, the member shall remain silent or may make additional remarks only in compliance with Council rules.

(4) The Mayor and Councilmembers shall comply with the Arizona open meeting law and confine their questions, comments and discussions to the agenda item under consideration by Council.

(5) The Mayor and every Councilmember have a duty to vote and shall vote on all matters except a matter involving his or her own official conduct or where he or she declares a conflict of interest, whether actual or apparent. A Councilmember who declares a conflict of interest shall leave the dais, not participate in the discussion, and refrain from influencing the votes of the remaining Councilmembers. A failure to vote or a voluntary abstention shall count as an "aye" vote unless the Councilmember has declared a conflict of interest.

(6) All motions require a second to be considered by Council. The Councilmember seconding a motion is not required to vote or speak in favor of the motion. If there is no second, the motion fails for lack of a second.

(7) Except as provided in division (D)(9), a Councilmember may change his or her opinion or vote at any time up and until the vote is taken and the final result is announced.

(8) At the request of any Councilmember, a roll call vote shall be taken. Councilmembers shall not explain their vote during the roll call but shall respond either yea or nay to the question.

(9) After a decision on a motion, any Councilmember who voted with the majority may move to reconsider the item during the same meeting at which the decision being reconsidered was made. Once a motion to reconsider has been approved by majority vote, the original

motion may again be discussed. After discussion, a revote on the original motion is taken. No more than one reconsideration of an item shall be permitted without unanimous consent of the Council.

(10) During a meeting, the Mayor or a Councilmember may propose a short intermission or recess by moving to recess for a specified length of time. A motion to recess may be made while business is pending; shall not interrupt a speaker; must be seconded; is not debatable; can only be amended to change the length of the recess; cannot be reconsidered; and requires a majority vote for approval. The length of time for the recess shall not detract from finishing the meeting agenda within the limits set forth in § 30.107.

(11) An act or motion to suspend the Council rules requires a majority vote of the Council for approval and shall not be made while another motion is pending unless it directly applies to the pending motion.

(E) Understanding Council's intent to receive public comments prior to voting on any matter on which Council will make a decision, the presiding officer shall allow public comments on all such matters subject to the following:

(1) Prior to receiving public comments on an item, the presiding officer shall poll Council to ensure Council's questions and concerns have been addressed.

(2) No individual member of the public shall comment more than once on any item.

(3) Comments shall be limited to three minutes per person per item.

(4) Without consent from a majority of Councilmembers, the public comment period for each item shall be no more than 15 minutes.

(5) No public comments are permitted on executive session items.

(6) No public comments are permitted during Council study or work sessions unless the item is agendaized for formal action by Council or unless a Councilmember requests an exception be made and said exception is approved by a majority of the Council.

(F) Changes to the rules of order. Additional exceptions to Robert's Rules may be incorporated into the Town Council's rules and procedures at any time by formally amending this chapter, provided they are consistent with the laws of the State of Arizona. Amendments to any motion may be made according to the basic Robert's Rules.

(Ord. 09-49, passed 4-7-2009; Am. Ord. 15-111, passed 3-3-2015; Am. Ord. 15-116, passed 9-15-201



COUNCIL COMMUNICATION

Regular Council Meeting Date: **September 17, 2019**
 Agenda Item: **9.C.**

Submitted by: Edward L. Hanks, Jr., Town Manager

Subject:

Staff presentation of alternatives for the location of Dewey-Humboldt Town Hall after the current lease ends and Town Council discussion relating to options for a Town Hall location.

Background:

At the September 3, 2019, Regular Council Meeting, Council directed the Town Manager to collect alternatives and options for the location of Town Hall facilities at the end of the current lease, and present them to Council.

Options for Council consideration include:

Location	Size
2735 S Highway 69	3,240 square feet total 2,600 square feet – Town Hall 640 square feet – Sheriff's Office
12938 E Main Street (Town-owned property)	0.71 acres
210 S Highway 69	~ 2,100 square feet
449 S Manzanita Boulevard	4.94 acres
530 S State Route 69	4.33 acres
Third Street right-of-way, between Butte and Azurite	~ 80' wide X 290' long
3650 S Highway 69	~ 10,000 square feet

Attributes and factors to be considered on the above-referenced sites will be presented by staff during the public meeting and allow the public to hear what the Town Council will be considering.

Following Council discussion, staff recommends Council recess into Executive Session for the purpose of instructing its representatives relating to negotiations for proceeding with a new Town Hall location.

Financial Impact:

- Will vary, depending on the option chosen.

Direction Requested:

Council discussion about the options.

Suggested Motion:

None.

Attachments:

None.

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