

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

**Tuesday, November 5, 2013, 6:30 P.M.**

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

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

**AGENDA**

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

**1. Call To Order.**

**2. Opening Ceremonies.**

**2.1. Pledge of Allegiance.**

**2.2. Invocation.**

**3. Roll Call.** Town Council Members Arlene Alen, Jack Hamilton, Mark McBrady, Sonya Williams-Rowe, Nancy Wright; Vice Mayor Dennis Repan; and Mayor Terry Nolan.

**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.

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**4.1. American Diabetes Month Proclamation.**

**5. Town Manager's Report.** Update on Current Events.

**6. Consent Agenda.**

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**6.1. Minutes.** Minutes from the October 8, 2013 Special Study Session, October 15, 2013 Regular Meeting and October 22, 2013 Special Study Session.

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**6.2. Suggested Intergovernmental agreement (IGA) with the City of Prescott for the Household Hazardous Waste Disposal program and review of existing IGA with the Town of Prescott Valley for Dumpster Day.** review only, no action requested.

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

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.

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

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9.1. **Have a legal opinion on whether the Town can maintain or repair private roads that the public uses. If it can, does the Town assume any liability?** [CAARF requested from CM Hamilton]

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9.2. **Proposal to hold an event to recognize the 50<sup>th</sup> anniversary of the Vietnam War. To give recognition to the Vietnam Veterans in the Town of Dewey-Humboldt.** [CAARF requested from Mayor Nolan]

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9.3. **To send the General Plan back to the Planning Committee to review and look at a Main Street or Old Town designation for the Town.** [CAARF requested by Mayor Nolan]

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9.4. **To survey the end of Newtown Road at the Forest Service property for a couple of hundred feet.** [CAARF requested by Mayor Nolan]

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9.5. **To develop a policy or an ordinance for use and possession of notebook or notepad computers for Council.** [CAARF resubmitted by Mayor Nolan]

## **10. Public Hearing Agenda.**

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**THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.**

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11. **Comments from the Public.** 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. The total time for Public Comment is 3 minutes per person. The audience is asked to please be courteous and silent while others are speaking.

## **12. Adjourn.**

### **For Your Information:**

Next Town Council Meeting: Tuesday, November 19, 2013, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, November 7, 2013, at 6:00 p.m.

Next Town Council Work Session: Tuesday, November 12, 2013, at 2:00 p.m.

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

**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 \_\_\_\_\_, 2013, at \_\_\_\_ 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.

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

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# *American Diabetes Month Proclamation November 2013*

*WHEREAS, in the United States, nearly 26 million people – including approximately 500,000 children and adults in Arizona – have diabetes, a serious disease with potentially life-threatening complications such as heart disease, stroke, blindness, kidney disease and amputation; and*

*WHEREAS, an additional 79 million people in the United States are at risk for developing Type 2 diabetes; and*

*WHEREAS, recent estimates project that as many as one in three American adults will have diabetes in 2050 if current trends continue; and*

*WHEREAS, an increase in community awareness is necessary to put a stop to the diabetes epidemic.*

*NOW, THEREFORE, I, Terry Nolan, Mayor of the Town of Dewey-Humboldt, do hereby proclaim November 2013 to be American Diabetes Month in the Town of Dewey-Humboldt, and encourage all citizens to recognize American Diabetes Month and be part of the American Diabetes Association's Stop Diabetes movement to confront, fight and most importantly, change the future of this deadly disease.*

*In witness whereof, I have hereunto set my hand this 5<sup>th</sup> day of November 2013.*

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*Mayor Terry Nolan  
Town of Dewey-Humboldt*

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*Judy Morgan  
Town Clerk*

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**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
SPECIAL STUDY SESSION MINUTES  
TUESDAY, OCTOBER 8, 2013, 2:00 P.M.**

**A SPECIAL STUDY SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, OCTOBER 8, 2013, 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 2:01 p.m. Mayor Nolan presided until 3:23 p.m., then Vice Mayor Repan presided for the rest of the meeting.

2. **Roll Call.**

**2.1. Town Council.** Town Council Members Jack Hamilton, Mark McBrady, Sonya Williams-Rowe (arrived late at 2:51 p.m.), Nancy Wright; Vice Mayor Dennis Repan; and Mayor Terry Nolan were present. Council Member Arlene Alen was absent. (Town Manager Kimball was absent)

3. **Study Agenda.** No legal action to be taken.

**3.1. Proposed 2012 International Building Code County-wide adoption overview.** A presentation and update by Jack Judd, Yavapai County Building Official (and Dewey-Humboldt's Chief Building Official).

Yavapai County Building Official, Jack Judd was in attendance and gave an overview on the process they are currently involved in reviewing the 2012 International Building Codes for adoption. He spoke on the cost to adopt a new code and reasons for doing so. He spoke on the problems with the Energy Code and mandates to adopt it.

Council asked questions. Community Development Coordinator was in attendance. Mr. Colvin and Mr. Judd answered Council's questions. Council asked for copies of the County's Administrative Ordinances that pertain to the 2012 IBC adoption.

Councilmember Williams-Rowe arrived at 2:51 p.m.

Mr. Judd spoke on Yarnell's issues with building and non-insurable structures due to age and being built without permits. There were questions about Manufactured Homes being built under HUD standards rather than the IBC. Some zoning restricts residences to site built only.

Mr. Judd and Mr. Colvin spoke on the public input phase of this process and having upcoming public meetings to obtain feedback from citizens and to familiarize them with the proposed changes. Planning and Zoning will have an opportunity to look at the proposed 2012 IBC adoption before it goes to the Council for approval as well.

**3.2. Discussion on Town Council's policy on Code Enforcement and Permits.** Continued discussion from September 24, 2013 Special Study Session. [CAARF originally requested from CM Wright for September 24, 2013 meeting]

Mayor Nolan made a motion to postpone this agenda item until Town Manager Kimball is here and Community Development Coordinator, Warren Colvin can attend as well, seconded by Councilmember McBrady.

Vice Mayor Repan asked council if they had any questions or input to assist in the preparation for this discussion with Staff. Councilmember Wright spoke on heights of

fences and looking at modifying parts of town code to fix violations through code modifications.

The motion to postpone passed by a unanimous vote.

**3.3. Council Code of Conduct continued discussion.** Continued discussion from May 14, June 11, July 23, August 13, September 10, and September 24 meetings.

Council looked at what Councilmembers Hamilton and Wright had provided for this agenda item (CM Wright provided a page on definitions for Sanctions and Censure, at the meeting). There was discussion on the reason for the Code of Conduct (educational). They talked about #6 – Fines, and making sure it would be legal or not to have this section. Council looked at including the three-offense portion of what CM Wright provided. CM Hamilton spoke on finding out if they could publish offenses in the town newsletter.

This agenda item was moved to the next work session for more word-smithing and a decision on whether they are ready to send this to the attorney for her opinion and review.

**3.4. Direction from Council to address at a work session a possible amendment to Town Code Section 30.085 (E), from August 20, 2013 meeting.** [CAARF originally requested from VM Repan for August 20, 2013 meeting]

Vice Mayor Repan spoke on wanting the public to have access to the information when council attends other agency meetings. He spoke on the timeframe and whether it can go on the town's website.

There was discussion on the best way to put these reports on the website. Councilmember Hamilton recommended they have a special report section on the website. Council looked at the wording proposal provided by VM Repan for this agenda item.

Mayor Nolan explained he had to leave the meeting for a prior commitment at 3:23 p.m. Vice Mayor Repan presided.

This item was postponed until more research can be done and the wording can be straightened out. It will be moved to the next available work.

**3.5. Direction from Council to address at a work session a possible amendment to Town Policy PG No. TC 12-03, Section 4.3, from the August 20, 2013 meeting.** [CAARF originally requested from CM Hamilton for August 20, 2013 meeting]

Councilmember Hamilton spoke on his agenda item explaining it was to work in conjunction with VM Repan's previous request, with his addressing the reports coming out of these agency meetings going on the website. There was discussion on how much work this would entail and how much space is available for this. There was discussion on whether other cities and towns list this information.

Town Clerk, Judy Morgan was asked about placing these reports on the website. She explained things to consider are records retention schedules and not violating those; where they could be posted on the website; and what materials get posted from these meetings. Ms. Morgan suggested it could just go under the "Downloads" page with a heading of "Other Agency Reports".

Council talked about keeping the timeline to report at 30 days rather than shortening it to 15 days.

Councilmember Hamilton stated he will bring back a CAARF to finalize this.

4. **Special Session.** Legal Action can be taken.

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

Council spoke on things that could go on an added October 22<sup>nd</sup> Special Study Session. Councilmember Hamilton asked about the Legal Parameters– Town Manager discretion item and where it was on the tentative agenda item list. Councilmember Wright suggested it go on the October 22<sup>nd</sup> meeting.

Council review the four items on the next agenda: Code Enforcement and Permits (could be moved later so Staff can prepare), Code of Conduct, 30.085 (E) code wording change. 3.5 will go on the November regular meeting.

Vice Mayor Repan made a motion to hold a Special Study Session on October 22<sup>nd</sup>, seconded by Councilmember Hamilton. It was approved by a 4-1 vote in favor, Councilmember Williams-Rowe voting against. She explained her reasons: she will not be able to attend the October 22<sup>nd</sup> meeting and asked for the Legal Parameters item to go on the November 12<sup>th</sup> agenda so she could there for that discussion and decision.

5. **Comments from the Public.**

None.

6. **Adjourn.**

The meeting was adjourned at 3:48 p.m.

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Terry Nolan, Mayor

ATTEST:

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Judy Morgan, Town Clerk

**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, OCTOBER 15, 2013, 6:30 P.M.**

**A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, OCTOBER 15, 2013, 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 6:33 p.m. Mayor Nolan presided.
2. **Opening Ceremonies.**
  - 2.1. **Pledge of Allegiance.** Made.
  - 2.2. **Invocation.** Given by Councilmember Nancy Wright.
3. **Roll Call.** Town Council Members Arlene Alen, Jack Hamilton, Mark McBrady, Sonya Williams-Rowe, Nancy Wright; Vice Mayor Dennis Repan; and Mayor Terry Nolan were present.
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. **Dewey-Humboldt Historical Society (DHHS) Walking Tour announcement.** Gerald Hoyer with DHHS to speak on new walking tour.

Gerald Hoyer gave a presentation on the walking tour and what was done using the grant money they received for this. He provided the Council with the tour materials that the museum provides to individuals who come in wanting to take the tour. He also explained they have a program for student group tours.

Councilmember Hamilton suggested putting a notice of the tours in the town's newsletter. Councilmember Alen offered to connect them with people for statewide recognition.

Public comment was taken on this item.

Jerry Brady spoke on a similar walking tour in Wickenburg.

Vice Mayor Repan spoke on the Yavapai Regional Medical Center Board and their need for 2 board of trustee volunteers. He should be contacted if someone is interested in this.

Councilmember Wright spoke on a harvest party and costume contest for children at the Humboldt Bible Church on October 31<sup>st</sup> from 6-8 pm.
5. **Town Manager's Report.** Update on Current Events.

Town Manager Kimball announced the EPA Community Meeting that was scheduled in October has been cancelled. It will be rescheduled once the EPA returns to work. She announced that Public Works will begin grading of town maintained dirt work starting next week.
6. **Consent Agenda.**
  - 6.1. **Minutes.** Minutes from the September 24, 2013 Special Study Session and October 1, 2013 Regular Meeting.

Vice Mayor Repan made a motion to approved the September 24, 2013 Special Study Session and October 1, 2013 Regular meeting minutes as presented, seconded by Councilmember Alen. It was approved unanimously.

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

Jerry Brady spoke on the County's computer command system upgrade and testing it during the EMS training that the Council is having; the town's susceptibility as a target due to the power grid.

**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. Ordinance 13-102 to Amend town code 30.030 Town Manager (G) Authority and Responsibilities Paragraph (6) related to the requirement for ratification by the Council of certain employment actions (to remove council ratification wording).** Discussion and possible action to adopt, reject or send the proposed ordinance for further revision. (September 17, 2013 meeting Council decision; original CM Hamilton CARRF)

Councilmember Hamilton spoke on this being straight forward and putting the administrative functions back with the Town Manager.

Public comment was taken on this item.

Jerry Brady suggested moving this to a work session to discuss possible conflicts due to the type of town government Dewey-Humboldt operates under.

Councilmember Hamilton made a motion to approve ordinance 13-102 to Amend Town Code 30.030 Town Manager (G) Authority and Responsibility Paragraph (6) related to the requirement for ratification by Council of certain employment actions (removing Council Ratification wording), as presented, seconded by Mayor Nolan. It was approved by a 4-3 vote in favor, Councilmembers Alen, McBrady and Wright voting against.

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

**9.1. Meeting agendas, reports and handouts binders for NACOG, CYMPO, WAC & all others that Mayor/Council attend on behalf of the Town.** [CAARF requested from CM Alen]

Mayor Nolan spoke on precedence being set at the last meeting where Council votes in advance whether to hear a CAARF.

Councilmember Hamilton made a motion to proceed with hearing about this agenda item, seconded by Vice Mayor Repan. It was approved unanimously.

Councilmember Alen gave an overview on her agenda request (CAARF) explaining it will provide for historical information on these agency meetings with easy access for Council. She explained each Councilmember who attends these meetings would be responsible to place the agendas and supporting materials in a binder which would be located in the Town Clerk's office.

There was discussion on a similar discussion at the previous meeting and it was suggested this could be included in the reworking of that policy (travel reimbursement).

Public comment was taken on this item.

Jerry Brady spoke on the Boeing Scan 8 for records scanning.

Councilmember Alen made a motion to bring this to a study session to develop a policy on this, seconded by Councilmember Wright.

Councilmember Hamilton made a friendly amendment to the motion to combine this with his CAARF on policy TC12-03 Travel Reimbursement. The maker of the motion, CM Alen accepted the amendment.

The motion to move this to a study session to develop a policy on this and combine it with the TC12-03 Travel and Reimbursement Policy study session was approved unanimously.

**9.2. Determine Town Policy on whether roads should be removed from the 6-year Road Maintenance list if Town ownership is questionable.** [CAARF requested by CM Hamilton]

Councilmember Hamilton made a motion to listen to this CAARF, seconded by Councilmember Wright. It was approved by a 4-3 vote in favor, Councilmembers McBrady, Williams-Rowe and Mayor Nolan voting against.

Councilmember McBrady spoke on there still being a conflict of interest for Councilmember Hamilton with Old Black Canyon Highway.

Councilmember Williams-Rowe spoke on a survey done by Swift Aviation which addresses ownership of the road.

Councilmember Hamilton spoke on this agenda item being for discussion on who has the authority to place roads on the 6-year road plan, the Town Manager or the Council.

Councilmember Wright made a motion to approve that it is the Council's policy to determine which roads are on the 6-year plan, seconded by Councilmember Hamilton.

Public comment was taken on this item.

Jerry Brady spoke on specific laws on the responsibilities of the town engineer to certify which roads are or are not included in the plan and to prove ownership. He spoke on the problem in this state where roads aren't surveyed and the inaccuracy of old maps in mining communities.

There was more council discussion on Old Black Canyon (OBC) Highway and the legalities with maintaining it and the criteria to add or remove a road from the maintenance plan.

Councilmember Alen asked for the criteria for roads being in the plan and clarification on the motion before a vote.

Councilmember Alen made a motion to approve sending this to the attorney, tabling the agenda item until that time. Councilmember Wright explained her motion was to make the determination whether it is up to the council or up to the Town Staff if a road is included or removed from the road plan. There was discussion on the council's approval of the plan during the budget season and Old Black Canyon Highway being excluded from the 6-year maintenance plan at that time. There was discussion on what road work has been done historically and currently for OBC and whether they needed the attorney's input again on this issue.

Councilmember Alen withdrew her motion and called the question, seconded by Councilmember Wright. Council unanimously voted to call the question.

The motion to approve that it is the Council's policy to determine which roads are on the 6-year plan, failed by a 2-5 vote, Councilmembers Alen, McBrady, Williams-Rowe, Vice Mayor Repan and Mayor Nolan voting against.

**9.3. To develop a policy or an ordinance for use and possession of notebook or notepad computers for Council.** [CAARF requested by Mayor Nolan]

Mayor Nolan made a motion to discuss this agenda item request, seconded by Vice Mayor Repan. The motion failed by a 3-4 vote, Councilmembers Alen, Hamilton, McBrady, and Wright voting against.

**10. Public Hearing Agenda.**

None.

**11. Comments from the Public.**

Zona Hays asked Councilmember Alen to speak into her microphone so she could be heard clearer.

Jerry Brady spoke on the benefits of having notebooks/notepads (computers) at the dais; initiative to bring all roads into the ownership of the town; lack of surveys for roads; many roads being utility easements; bringing roads up to current standards if changing the use.

**12. Adjourn.**

The meeting was adjourned at 8:18 p.m.

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Terry Nolan, Mayor

ATTEST:

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Judy Morgan, Town Clerk

**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
SPECIAL STUDY SESSION MINUTES  
TUESDAY, OCTOBER 22, 2013, 2:00 P.M.**

**A SPECIAL STUDY SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, OCTOBER 22, 2013, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. VICE MAYOR DENNIS REPAN PRESIDED.**

1. **Call To Order.** The meeting was called to order at 2:10 p.m.

2. **Roll Call.**

**2.1. Town Council.** Town Council Members Arlene Alen, Jack Hamilton, Mark McBrady, Nancy Wright (arrived late at 2:23 pm) and Vice Mayor Dennis Repan were present. Councilmember Sonya Williams-Rowe, and Mayor Terry Nolan were absent.

3. **Study Agenda.** No legal action to be taken.

**3.1. Council Code of Conduct continued discussion.** Continued discussion from May 14, June 11, July 23, August 13, September 10, September 24, October 8 meetings.

Vice Mayor Repan gave an overview on the process to date. There was discussion on the membership of the ethics committee and discussion on why the Mayor (under most circumstances) should be on that committee. It was discussed that the committee is responsible for investigating and making a recommendation.

There was discussion on the fines section of the code of ethics. The legality of fines will be considered when the attorney reviews the document.

Councilmember McBrady spoke on section 6B Public Sanctions and embarrassing council with this process.

Councilmember Wright arrived at 2:23 p.m.

Councilmember Wright asked for two changes to be made (typos): Section IV, #1, 3<sup>rd</sup> line down- remove "what part of the code that was violated"; 6B change wording from "This can be removed..." to "This can be removal..."

Council considered whether to bring this back to another work session or a regular session once it has been reviewed by the attorney. They reviewed with the Town Manager what changes to keep in the document: Add in the Section IV Compliance and Enforcement, using CM Wright's version; include definitions from CM Wright's submission; and omit the flowchart. It will come back at a study session once it is back from the attorney (tentatively at the December 10<sup>th</sup> study session). Town Manager Kimball asked for clarification on who hears appeals. The attorney will be asked for the traditional appeal entity, with the intent to make it an objective decision.

**3.2. Direction from Council to address at a work session a possible amendment to Town Code Section 30.085 (E), from August 20, 2013 and**

**October 8, 2013 meetings.** [CAARF originally requested from VM Repan for August 20, 2013 meeting]

Vice Mayor Repan gave an overview explaining he was including “Mayor” in the verbiage. There was discussion on the reason for adding it. Council directed staff to put this code change in the form of a draft ordinance and bring it back at a regular meeting for approval.

4. **Comments from the Public.** None.
5. **Adjourn.** The meeting was adjourned at 2:38 p.m.

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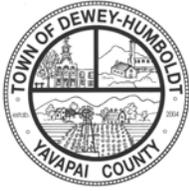
Terry Nolan, Mayor

ATTEST:

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Judy Morgan, Town Clerk

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

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**TOWN COUNCIL REGULAR SESSION**

**November 5, 2013, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item #: 6.2. Suggested Intergovernmental agreement (IGA) with the City of Prescott for the Household Hazardous Waste Disposal program and review of existing IGA with the Town of Prescott Valley for Dumpster Day. Review only, no action requested.**

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Date submitted: October 31, 2013**

**Recommendation: No action requested – review only.**

**Summary:**

At the September 3<sup>rd</sup> meeting, the Council discussed two community outreach oriented clean-up programs – dumpster day and hazardous waste disposal.

The Council decided to discontinue the Town's Dumpster Day program beginning 2014 and form an intergovernmental agreement with the Town of Prescott Valley to allow D-H citizens to participate in PV's annual Clean-up Day. D-H had an IGA with PV, entered in 2008, and upon review the IGA is still in effect. This IGA will expire in 2015. Therefore, no new IGA is needed. I have confirmed with the Town of PV that our citizens will be able to participate in their Clean-up Day starting May 2014. The D-H logo will be included in the program flyer when it comes out.

On the Hazardous Waste Disposal program, the Council decided to form an IGA with the City of Prescott. Prescott runs a Household Hazardous Waste Disposal (HHW) program about every other year. Prescott Staff has agreed to D-H's participation in concept. Dewey-Humboldt's Attorney has drafted an intergovernmental agreement to allow D-H residents to participate in Prescott's HHW event. The draft IGA has not been commented on by Prescott. It is unknown how Prescott will react to the draft IGA. The HHW IGA agreement will come to Council when staff has received it back from Prescott.

Both documents are for your review upon a council member's request. No action is needed.

WHEN RECORDED RETURN TO:  
Judy Morgan, Town Clerk  
Town of Dewey-Humboldt  
PO Box 69  
Humboldt, AZ 86329

**INTERGOVERNMENTAL AGREEMENT  
FOR USE OF HOUSEHOLD HAZARDOUS WASTE FACILITY BETWEEN THE  
CITY OF PRESCOTT AND THE TOWN OF DEWEY-HUMBOLDT**

THIS AGREEMENT ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2012 between the CITY OF PRESCOTT, an Arizona municipal corporation (hereinafter "Prescott"), and the TOWN OF DEWEY-HUMBOLDT, an Arizona municipal corporation (hereinafter "Dewey-Humboldt"). Prescott and Dewey-Humboldt are referred to collectively in this Agreement as the "Parties" and each individually as a "Party".

**RECITALS**

1. The Parties are authorized by Arizona Revised Statutes Title 49, Chapter 4 and by Arizona Revised Statutes Section 9-500.07 to provide solid waste services and recycling services; and
2. The Parties are authorized by A.R.S. §11-952 to enter into intergovernmental agreements to carry out municipal services; and
3. Dewey-Humboldt has requested Prescott to permit Dewey-Humboldt to participate in Prescott's Household Hazardous Waste program and use Prescott's household hazardous waste facility ("Facility") for this purpose; and
4. The parties believe it is in the best interests of their communities and residents to enter into this Intergovernmental agreement for household hazardous waste services.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

**AGREEMENT**

- 1. Purpose of the Agreement.** The purpose of this Agreement is to provide residents of Dewey-Humboldt the opportunity to participate in household hazardous waste collection days operated by Prescott for the removal and recycling of household waste and to set forth the terms

and conditions pursuant to which Prescott will permit Dewey-Humboldt to participate in Prescott's household hazardous waste collection days.

**2. Definitions.** The following terms shall have the following meanings unless the context requires otherwise:

*Disposal Rules* shall mean the rules set forth on Exhibit A for the disposal of household hazardous waste at the Facility.

*Facility* means the Prescott household hazardous waste facility located at \_\_\_\_\_.

*Household Hazardous Waste or HHW* shall mean the items or types of waste set forth on Exhibit B.

**3. Effective Date; Termination.** This Agreement shall be effective on \_\_\_\_\_, 2013 and continue through \_\_\_\_\_, 20\_\_, unless terminated, cancelled or extended by either Prescott or Dewey-Humboldt. The Agreement shall be automatically renewed each successive year. Either Party may terminate this Agreement either for cause or for convenience by providing the other Party with six (6) months' prior written notice of termination.

**4. Responsibilities of Prescott.** Prescott shall:

4.1 Permit residents of Dewey-Humboldt who present a driver's license or other identification acceptable to Prescott evidencing residency in Dewey-Humboldt.

4.2 Appoint in writing an authorized representative to act on behalf of Prescott in matters related to this Agreement and notify Dewey-Humboldt of such appointment.

4.3 Accept HHW at the Facility from Dewey-Humboldt residents and dispose of or recycle such HHW in accordance with applicable state or federal law.

4.4 Keep the Facility open to accept HHW during the hours of \_\_\_\_ am to \_\_\_\_pm on \_\_\_\_\_, or such other schedule as may be determined by Prescott's representative.

4.5 Maintain accurate records of its performance under the terms of this Agreement with generally accepted accounting principles and practices and permit Dewey-Humboldt to examine such records during Prescott business hours. Such records shall be kept by Prescott and made available to Dewey-Humboldt for at least one year after completion or termination of this Agreement.

4.6 Invoice Dewey-Humboldt for its share of the HHW delivered to the Facility.

**5. Responsibilities of Dewey-Humboldt.** Dewey-Humboldt shall:

5.1 Appoint in writing an authorized representative to act on behalf of Dewey-Humboldt in matters related to this Agreement and notify Prescott of such appointment.

5.2 Implement an education program for Dewey-Humboldt residents related to Disposal Rules and acceptable Household Hazardous Waste

5.3 Pay to Prescott \_\_\_\_\_ .

## 6. General Provisions.

6.1 The Disposal Rules set forth on Exhibit A and the list of HHW acceptable and unacceptable items set forth on Exhibit B may be modified by Prescott's authorized representative with thirty (30) days' written notice to Dewey-Humboldt.

6.2 Disposal of HHW at the Facility by Dewey-Humboldt residents shall not exceed \_\_\_\_\_( ) pounds per vehicle.

6.3 All exhibits attached to and referenced in this Agreement are by this reference incorporated herein.

6.4 To the fullest extent permitted by law, each Party ("Indemnitor") shall pay, defend, indemnify and hold harmless the other Party ("Indemnitee") its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by the Indemnitor, its agents, or employees arising out of the performance of this Agreement by the Indemnitor. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitee, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by the Indemnitor's acts, errors, mistakes, omissions in the performance of this Agreement. Such indemnity does not extend to Indemnitee's negligence.

## 7. Miscellaneous.

7.1 Notices authorized or permitted by this Agreement shall be given as follows:

### For Prescott:

### For Dewey-Humboldt:

Town Manager  
Town of Dewey-Humboldt  
PO Box 69  
Humboldt, AZ 86329

7.2 This agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein.

7.3 This Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance.

7.4 As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Section 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this Agreement to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.5 This Agreement may be canceled pursuant to A.R.S. Section 38-511.

7.6 This Agreement constitutes the entire agreement between the Parties. All prior and contemporaneous agreements, understandings, negotiations, representations and understandings of the Parties, oral or written, are hereby superseded by this Agreement.

7.7 Prescott shall cause this Agreement to be recorded in the official records of the Maricopa County Recorder (the "County Recorder"), the official records of the Pinal County Recorder and the official records of the Secretary of State (the "Secretary of State") within ten (10) days after its approval and execution.

7.8 Except as otherwise specifically provided herein, no change or addition is to be made to this Agreement except by written amendment approved by the Dewey-Humboldt and Prescott Councils. Within ten (10) days after the execution of the amendment to this Agreement, such amendment shall be recorded in the applicable Official Records of the County Recorder, Secretary of State and Yavapai County Recorder.

7.9 No waiver by any Party of a breach of this Agreement will be construed as a waiver of a succeeding breach of the same or any other covenant of this Agreement. No delay in exercising any right granted by this Agreement will constitute a waiver of that right.

No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

7.10 This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original; but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument.

7.11 The captions used in this Agreement are inserted for convenience in reference only and are not to be used to interpret or construe this Agreement.

7.12 The recitals to this Agreement are hereby affirmed by the Parties as true and correct and are incorporated in and made a part of this Agreement by this reference.

7.13 Each of the Parties represents and warrants to the other that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to bind the Party on whose behalf each such individual is signing.

7.14 In the event any action, suit or proceeding is brought by any Party to enforce compliance with this Agreement, to exercise any rights or remedies under this Agreement, or to declare the rights of the Parties to this Agreement, the Party which does not prevail shall pay to the prevailing Party all costs and expenses of such action, suit or proceeding, together with such sum as the court (and not the jury) may adjudge reasonable as attorneys' fees to be allowed in said suit, action or proceeding.

7.15 No term or provision of this Agreement shall benefit any third person, or any other firm, organization, or corporation not a Party hereto, and no such person, firm, organization, or corporation shall have any right or cause of action hereunder.

7.16 This Agreement shall be governed by the laws of the State of Arizona and shall be deemed to have been executed in Yavapai County, Arizona.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF PRESCOTT:

TOWN OF DEWEY-HUMBOLDT:

By: \_\_\_\_\_  
Marlin Kuykendall, Mayor

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

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Lynn Mulhall, City Clerk

Judy Morgan, Town Clerk

DRAFT

**APPROVAL OF CITY/TOWN ATTORNEY**

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between the City of Prescott and the Town of Dewey-Humboldt and declare the agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

\_\_\_\_\_  
City of Prescott Attorney

\_\_\_\_\_  
Town of Dewey-Humboldt Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

**EXHIBIT A**  
**DISPOSAL RULES**

The HHW facility is for non-commercial use only.

Only materials listed as “Acceptable” (Exhibit B) will be accepted at the HHW facility. Be certain that all product containers are tightly sealed in their original container and labels are legible; do not mix different materials together.

Used motor oil can be poured into a clean container (gallon milk jugs are ideal) and tightly sealed. For those with reusable containers, HHW staff will pour out the old oil and return the container to the customer for reuse.

When transporting pool chemicals, make sure they are kept in a tightly sealed container and are kept separate from any organic materials (body fluids, acid rain) or hydrocarbons (fuel or motor oil). Contact with such material can result in a dangerous spontaneous combustion.

## **EXHIBIT B**

### **HOUSEHOLD HAZARDOUS WASTE**

#### **ACCEPTABLE**

Automobile Tires (Limit of 5 p/ household – remove rims)  
Batteries/Light Bulbs  
Computer Equipment  
Household Cleaners  
Pesticides  
Pool Chemicals (See Exhibit A)  
Propane Tanks  
\*Motor Oil (See Exhibit A)  
Paints/Stains/Varnishes/Solvents/Thinners  
Adhesives  
Virtually anything that can be plugged into a wall outlet

#### **UNACCEPTABLE**

Commercial (Business) Waste  
Appliances  
Ammunition/Fireworks  
Explosive Material  
Home-Generated Medical Waste  
Prescription Drugs  
Radioactive Waste  
Items in Plastic Trash Bags  
Commercial Vehicle Tires (such as tractors, tractor trailers, and heavy equipment)  
Any other material or items not included as acceptable above.

\* There may be a short wait time for this service on busy days. Avoid using containers that were used for cleaning products, bleach, antifreeze, solvents, gasoline, or other chemicals that can contaminate the oil.

After recording, please return to:  
Town Clerk  
Town of Dewey-Humboldt  
PO Box 69  
Humboldt, AZ 86329

# Intergovernmental Agreement

---

## *Special Solid Waste Collection*

THIS AGREEMENT entered into by and between the Town of Dewey-Humboldt, an Arizona municipal corporation ("Dewey-Humboldt"), and the Town of Prescott Valley, an Arizona municipal corporation ("Prescott Valley"), as of the 28th day of August 2008.

### *Recitals*

WHEREAS, Prescott Valley and Dewey-Humboldt are authorized, pursuant to A.R.S. §11-952, to enter into agreements with one another for joint or cooperative action;

WHEREAS, Prescott Valley has heretofore provided its residents with an annual special collection day for solid waste (in cooperation with the Prescott Valley Chamber of Commerce and other service groups) in an effort to abate nuisances related to litter; and

WHEREAS, Dewey-Humboldt desires that its residents participate in any future Prescott Valley special solid waste collection days in order to abate nuisances related to litter in Dewey-Humboldt and to meet other Dewey-Humboldt environmental goals;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### **1 Purpose.**

The purpose of this Intergovernmental Agreement (IGA) is to periodically make available special solid waste collection services to residents of Dewey-Humboldt.

### **2 Duties of the Parties.**

#### **2.1 Prescott Valley.**

Prescott Valley shall timely provide written notice to Dewey-Humboldt (no later than ninety (90) days before the date) of any Prescott Valley "clean up day" or similar special solid waste collection day that Prescott Valley intends to provide to its residents. If Dewey-Humboldt indicates in writing no later than sixty (60) days before the date of said special solid waste collection day that it desires to arrange for its residents to receive such special solid waste collection and disposal service, then Prescott Valley shall so

advertise prior to said day and shall otherwise arrange for said residents to receive such service. Such arrangements shall include a means for identifying and reporting the number of times residents from Dewey-Humboldt deliver solid waste to the specified collection location in relation to the total number of such deliveries. Thereupon, Prescott Valley shall provide special solid waste collection and disposal services on that day to the residents of Dewey-Humboldt on the same basis as it provides such services to Prescott Valley residents. Within 60 days after the special solid waste collection day, the Prescott Valley shall provide Dewey-Humboldt with a written report that includes the number of solid waste deliveries to the specified collection location by its residents (in relation to the total number of such deliveries), along with the total cost to Prescott Valley of having arranged for that service.

## **2.2 Dewey-Humboldt.**

No more than thirty (30) days after Prescott Valley provides Dewey-Humboldt with written notice that it plans to provide a "clean up day" or similar special solid waste collection day for Prescott Valley residents, Dewey-Humboldt shall provide the Prescott Valley Public Works Department with written confirmation as to whether Dewey-Humboldt desires that its residents receive said solid waste collection and disposal services. If Dewey-Humboldt indicates that it desires that said residents receive said services, it shall cooperate with Prescott Valley in designating the means for identifying and tracking the number of deliveries by residents from Dewey-Humboldt. Upon receipt of Prescott Valley's report as to the number of such deliveries in relation to the total number of deliveries, Dewey-Humboldt shall remit to Prescott Valley within 60 days its pro-rata share of the actual costs of providing said special solid waste collection and disposal services.

## **3 Duration.**

### **3.1 Term.**

The term of this Agreement shall commence as of the date first-above written and shall terminate on June 30, 2010. It shall thereafter be deemed automatically renewed for up to five (5) successive one-year terms unless notice of termination is given as provided in this Agreement.

### **3.2 Termination.**

This Agreement may be terminated by either party upon no less than six (6) months notice prior to the start of the fiscal year in which the termination is to be effective. This Agreement may be terminated by either party upon breach by the other party. The party claiming breach shall give written notice to the breaching party setting forth the nature of the breach and the remedial action sought. The breaching party shall have ten (10) working days to remedy the breach. In the event that the breach is not remedied in a timely fashion, this Agreement shall terminate with no further notice required.

## 4 Indemnification and Insurance

### 4.1 Town.

#### 4.1.1 Indemnification

Prescott Valley hereby agrees to indemnify and save harmless Dewey-Humboldt against any and all claims arising from the acts, omissions or negligence of Prescott Valley's officers, employees, contractors, or agents pursuant to this Agreement and against all costs, attorney fees, expenses or other liabilities incurred as a result of any such claim or action related thereto. In any such claim or action against Dewey-Humboldt, Prescott Valley, upon notice and demand by Dewey-Humboldt, shall defend such action on behalf of Dewey-Humboldt by counsel acceptable to Dewey-Humboldt.

#### 4.1.2 Insurance

Prescott Valley shall obtain and maintain insurance coverage of such kinds and in such amounts as may be necessary to protect the parties from claims or losses arising from the acts, omissions or negligence of Prescott Valley's officers, employees, contractors, or agents pursuant to this Agreement. All policies of insurance shall name Dewey-Humboldt as an additional insured. Written documentation of the insurer's acceptance of Dewey-Humboldt as an additional insured shall be provided to Dewey-Humboldt no less than 10 days prior to the effective date of this Agreement. In the event that any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for at least two (2) years past completion and acceptance of performance of Dewey-Humboldt's obligations hereunder, as evidenced by annual certificates of insurance. Prior to the effective date of this Agreement, Prescott Valley shall provide Dewey-Humboldt with certificates of insurance for the coverage specified herein and shall notify Dewey-Humboldt no less than 10 days prior to any changes in coverage including policy forms, policy Limits, cancellations, non-renewals or changes in insurance carriers. It is understood and agreed that Prescott Valley may elect to self-insure with respect to any or all of the categories of risk that may arise pursuant to this Agreement and that, in the event that such an election is made, Prescott Valley shall so notify Dewey-Humboldt prior to the date that such a change is made, as provided in this Section. Required coverage and minimum policy limits shall be as follows:

Commercial General Liability	\$2,000,000 per occurrence
Errors and Omissions	\$2,000,000 per occurrence
Commercial/Business Auto Liability	\$1,000,000 per occurrence

### 4.2 Dewey-Humboldt.

#### 4.2.1 Indemnification

Dewey-Humboldt hereby agrees to indemnify and save harmless Prescott Valley against any and all claims arising from the acts, omissions, or negligence of Dewey-Humboldt's officers, employees, contractors, or agents pursuant to this Agreement and against all costs, attorney fees, expenses, or other liabilities incurred as a result of any

such claim or action related thereto. In any such claim or action against Prescott Valley, Dewey-Humboldt, upon notice and demand by Prescott Valley, shall defend such action on behalf of Prescott Valley by counsel acceptable to Prescott Valley.

#### **4.2.2 Insurance**

Dewey-Humboldt shall obtain and maintain insurance coverage of such kinds and in such amounts as may be necessary to protect the parties from claims or losses arising from the acts, omissions, or negligence of its officers, employees, contractors, or agents pursuant to this Agreement. All policies of insurance shall name Prescott Valley as an additional insured. Written documentation of the insurer's acceptance of Prescott Valley as an additional insured shall be provided to Prescott Valley no less than 10 days prior to the effective date of this Agreement. In the event that any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for at least 2 years past completion and acceptance of performance of Prescott Valley's obligations hereunder, as evidenced by annual certificates of insurance. Prior to the effective date of this Agreement, Dewey-Humboldt shall provide Prescott Valley with certificates of insurance for the coverage specified herein and shall notify Prescott Valley no less than 10 days prior to any changes in coverage including policy forms, policy limits, cancellations, non-renewals or changes in insurance carriers. It is understood and agreed that Dewey-Humboldt may elect to self-insure with respect to any or all of the categories of risk that may arise pursuant to this Agreement and, that, in the event that such an election is made, Dewey-Humboldt shall so notify Prescott Valley prior to the date that such a change is made as provided in this Section.

Required coverage and minimum policy limits shall be as follows:

Commercial General Liability	\$2,000,000 per occurrence
Errors and Omissions	\$2,000,000 per occurrence
Commercial/Business Auto Liability	\$1,000,000 per occurrence

## **5 Miscellaneous**

### **5.1 Records and Audits.**

Each party shall keep and maintain all records as may be required by law, prudent fiscal management practice, or other applicable rules or standards for the performance of duties pursuant to this Agreement, and shall retain such records for one (1) year or as otherwise required by law, whichever is later. Each party shall allow the other party access to such records during regular business hours for review, monitoring and audit. It is understood and agreed that the audit rules and minimum accounting standards of the Arizona Supreme Court shall apply to all court operations pursuant to this Agreement.

## **5.2 Notices.**

Notices to the parties as may be required pursuant to this Agreement shall be in writing and shall be effective upon delivery to the following addresses:

Prescott Valley: Town of Prescott Valley  
c/o Public Works Director  
7501 East Civic Circle  
Prescott Valley, AZ 86314

Dewey-Humboldt: Town of Dewey-Humboldt  
c/o Code Enforcement Officer  
PO Box 69  
Humboldt, AZ 86339

## **5.3 Severability.**

In the event that any portion of this Agreement is held to be invalid or otherwise unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement shall be unaffected thereby, and shall remain in full force and effect to the fullest extent permissible by law.

## **5.4 Entire Agreement.**

This Agreement, except as otherwise specifically provided herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior and contemporaneous agreements, representations, negotiations or understandings. It may be amended, modified or waived only by instrument in writing executed by both parties.

## **5.5 Cancellation.**

This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.

## **5.6 Recording.**

Within 10 days of the last signature, this Agreement shall be recorded in the Office of the Yavapai County Recorder as required by A.R.S. §11-952.

APPROVALS

TOWN:  
Town of Prescott Valley, an Arizona  
municipality

  
Harvey C. Skoog, Mayor

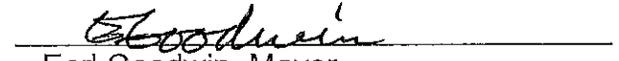
ATTEST:

  
Diane Russell, Town Clerk

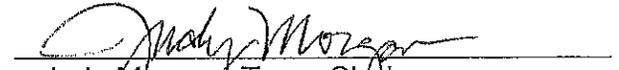
APPROVED AS TO FORM:

  
Ivan Legler, Town Attorney

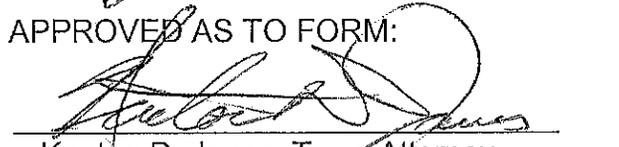
TOWN:  
Town of Dewey-Humboldt, an Arizona  
municipality

  
Earl Goodwin, Mayor

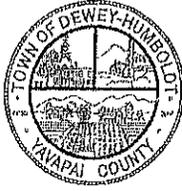
ATTEST:

  
Judy Morgan, Town Clerk

APPROVED AS TO FORM:

  
Kenton D. Jones, Town Attorney

S:\Community Development\Clean Town\IGA PV Clean Up Day 16 July 2008.docx



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

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July 16, 2008

Ken Stanton  
Public Works Operations Manager  
Town of Prescott Valley  
7501 E. Civic Circle  
Prescott Valley, AZ 86314

Re: Participation in Prescott Valley's Fall Clean-up Day

Dear Mr. Stanton,

The Town of Dewey-Humboldt is requesting approval from the Town of Prescott Valley to allow the residents of the Town of Dewey-Humboldt to participate in your Town's Clean-up Day. We would like to take advantage of the October event.

The Town of Dewey-Humboldt borders Prescott Valley and some D-H residents may already be taking advantage of your clean-up day without any compensation to your Town.

As we discussed, Dewey-Humboldt will compensate the Town of Prescott Valley for our percentage of usage and the same percentage of the cost of overhead for the event, such as equipment, labor, etc.

If this is acceptable to you we will produce an IGA from Dewey-Humboldt for the approval of Prescott Valley's Town Council.

Respectfully,

Larry Russell  
Building Inspector/Code Enforcement  
Town of Dewey-Humboldt

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

**COUNCIL AGENDA ACTION REQUEST FORM**

Meeting Type:  Regular       Special       Work Session

Meeting Date: NOV 5 2013

Date of Request: 10/21/13

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):**

HAVE A LEGAL OPINION ON WHETHER THE TOWN CAN MAINTAIN OR REPAIR PRIVATE ROADS THAT THE PUBLIC USES. IF IT CAN DOES THE TOWN ASSUME ANY LIABILITY?

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

FIND OUT WHAT THE LAW IS ON THIS ISSUE.

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

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

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

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

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

Contact Person: JACK HAMILTON

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

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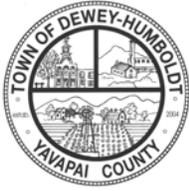
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**TOWN OF DEWEY-HUMBOLDT**  
**P.O. BOX 69**  
**HUMBOLDT, AZ 86329**  
**Phone 928-632-8562 ▪ Fax 928-632-7365**

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**COUNCIL AGENDA ACTION REQUEST FORM**

**Meeting Type:**  Regular  Special  Work Session

**Meeting Date:** [ 10/15/13 ].

**Date of Request:**[ 10/07/13 ].

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

**Requesting:**  Action  Report Only

**Agenda Item Text (a brief description for placement on the agenda; please be exact):**  
[ **X** ]. A request by [ Mayor Nolan ] to discuss [ \_\_\_\_ ].

To develop a policy or an ordinance for use and possession of notebook or notepad computers for council.

**Purpose and Background Information (Detail of requested action):** [ \_\_\_\_ ]

**Staff Recommendation(s):** [ \_\_\_\_ ].

**Budgeted/Amount:** \$[ 0.00 ].

**Expected duration of discussion or report:** [ 30 min or less ]

**List All Attachments:** [ \_\_\_\_ ].

**Type of Presentation:** Oral.

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

**Contact Person:** [ Mayor Nolan ].