

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

Tuesday, August 2, 2016, 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, Dennis Repan, Nancy Wright; Vice Mayor Doug Treadway; 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.

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. FY 16 Permit Report (July 1 to June 30, 2016). Given by Don Roberts, Building Official.

5.2. FY 16 Second Quarter Financial Statement Report. Given by Deni Thompson, Accountant.

5.3. Green Gulch Trailhead (formerly Newtown Trailhead) completion details including trailhead name and opening day event.

6. Consent Agenda.

6.1. Minutes. Minutes from the June 7, 2016, Regular Council Meeting.

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.

27 8.1. **Accountability Contracts with Dewey-Humboldt Historic Society for Town’s financial contribution to the Museum rent and the Agua Fria Festival.** Discussion and possible acceptance, rejection or modification.

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

43 9.1. **Yavapai County Flood Control Intergovernmental Agreement with Yavapai County Flood Control District.** Discussion and possible acceptance, rejection or modification.

49 9.2. **Modification to the 2015 Intergovernmental Agreement with the Arizona Department of Revenue regarding collection of municipal taxes.** Discussion and possible acceptance, rejection or modification.

73 9.3. **Schedule a presentation by Alvin Stump of ADOT (Arizona Department of Transportation).** [CAARF requested by CM Alen]

75 9.4. **Schedule a presentation by Vincent Gallegos, CYMPO Transportation Planner** [CAARF requested by CM Alen]

10. Public Hearing Agenda.

THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.

11. Adjourn.

For Your Information:

Next Town Council Meeting: Tuesday, August 16, 2016, at 6:30 p.m.

Next Planning & Zoning Meeting: August 4, 2016, at 6:00 p.m.

Next Town Council Work Session: Tuesday, August 9, 2016, at 2:00 p.m.

If you would like to receive Town Council agendas via email, please sign up at AgendaList@dhaz.gov and type Subscribe in the subject line, or call 928-632-7362 and speak with 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 _____, 2016, 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.



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

TOWN COUNCIL REGULAR MEETING

August 2, 2016, 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 5.1. FY 15-16 permit report

To: Yvonne Kimball, Town Manager

From: Don Roberts, Building Official

Date submitted: July 28, 2016

Summary:

The Building Department issued a total of 164 permits for FY 15-16. Types of permits issued are as follows:

	Single Family Residence	12	
	Manufactured Homes	9	
	Solar Installations	23	
	Grading Permits	18	
	Swimming Pools	4	
	Detached Garages/Carports	10	
	Covered Patios/Decks	5	
	Residential Additions/Remodel		8
	Accessory Dwelling Unit (ADU)	1	
	Over-the-counter Permits	21	(Electrical, Plumbing, Gas Yard Line, Mechanical)
	Sign Permits (Zoning)	5	
	Demolition Permits	5	
	Commercial Addition/Remodel		3
	Zoning Clearance	27	(building under 400 sq. ft.)
	Temporary Housing	3	
	Right-of-Way Access/Culverts	9	
	Home Occupation Permit	1	

Total inspections completed = 537

Permits issued for FY 14-15 = 128

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Agenda Item 5.2
TOWN OF DEWEY-HUMBOLDT
COMBINED CASH INVESTMENT
JUNE 30, 2016

COMBINED CASH ACCOUNTS

CASH ALLOCATION RECONCILIATION

10 ALLOCATION TO GENERAL FUND	68,889.78
20 ALLOCATION TO HURF FUND	(46,229.88)
22 ALLOCATION TO GRANT FUND	(22,659.90)

TOTAL ALLOCATIONS TO OTHER FUNDS	.00

ZERO PROOF IF ALLOCATIONS BALANCE	.00

TOWN OF DEWEY-HUMBOLDT

BALANCE SHEET

JUNE 30, 2016

GENERAL FUND

ASSETS

10-000-1000	DUE TO OTHER FUNDS	68,889.78	
10-000-1003	CASH IN CHECKING WELLS FARGO	32,733.45	
10-000-1004	CASH IN SAVINGS WELLS FARGO	100,011.67	
10-000-1005	CHANGE FUND	150.00	
10-000-1010	MAGISTRATE COURT CHECKING	8,764.11	
10-000-1100	ACCOUNTS RECEIVABLE	79,349.93	
10-000-1600	CASH INVESTMENT ACCOUNT LGIP	3,514,820.70	
	TOTAL ASSETS		3,804,719.64

LIABILITIES AND EQUITY

LIABILITIES

10-000-2000	ACCOUNTS PAYABLE	12,939.46	
10-000-2100	ACCRUED WAGES	23,365.34	
10-000-2110	MED 125 PAYROLL LIABILITY	(801.97)	
10-000-2120	PAYROLL DEDUCTIONS CLEARING	1,269.58	
10-000-2200	COURT SURCHARGES	8,764.11	
	TOTAL LIABILITIES		45,536.52

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
10-000-2900	COURT RESTRICTED JCEF FUNDS	2,584.00	
10-000-2901	COURT ENHANCEMENT FUNDS	39,541.61	
10-000-2903	COURT RESTRICTED OTHER	50.00	
10-000-2910	RESERVED FOR IMPACT FEES-OTHER	10,109.69	
10-000-2995	FUND BALANCE AT START OF YEAR	3,423,408.08	
	REVENUE OVER EXPENDITURES - YTD	283,489.74	
	BALANCE - CURRENT DATE	3,759,183.12	
	TOTAL FUND EQUITY		3,759,183.12
	TOTAL LIABILITIES AND EQUITY		3,804,719.64

TOWN OF DEWEY-HUMBOLDT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
10-100-3100 LOCAL SALES TAX	540,391.21	540,391.21	403,000.00	(137,391.21)	134.1
10-100-3202 BUILDING PERMITS	77,067.68	77,067.68	60,000.00	(17,067.68)	128.5
10-100-3310 INCOME TAX	437,839.83	437,839.83	468,837.00	30,997.17	93.4
10-100-3320 STATE SALES TAX	367,946.99	367,946.99	372,006.00	4,059.01	98.9
10-100-3330 AUTO LIEU	233,932.31	233,932.31	230,763.00	(3,169.31)	101.4
10-100-3403 PLANNING & ZONING FEES	4,205.00	4,205.00	5,500.00	1,295.00	76.5
10-100-3420 PLAN CHECK FEES	4,990.00	4,990.00	1,000.00	(3,990.00)	499.0
10-100-3425 UTILITY FRANCHISE FEES	9,320.28	9,320.28	11,000.00	1,679.72	84.7
10-100-3501 COURT FINES	46,948.31	46,948.31	35,000.00	(11,948.31)	134.1
10-100-3504 COURT FINES - JCEF RESTRICTED	988.96	988.96	800.00	(188.96)	123.6
10-100-3505 COURT FTG DISTRIBUTION	583.49	583.49	300.00	(283.49)	194.5
10-100-3506 COURT ENHANCEMENT FEE - ZCENH	16,220.30	16,220.30	5,500.00	(10,720.30)	294.9
10-100-3801 INTEREST EARNINGS	41,271.28	41,271.28	15,000.00	(26,271.28)	275.1
10-100-3804 MISCELLANEOUS	1,843.04	1,843.04	200.00	(1,643.04)	921.5
TOTAL REVENUES	1,783,548.68	1,783,548.68	1,608,906.00	(174,642.68)	110.9
TOTAL FUND REVENUE	1,783,548.68	1,783,548.68	1,608,906.00	(174,642.68)	110.9

TOWN OF DEWEY-HUMBOLDT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TOWN COUNCIL AND MANAGEMENT</u>					
10-413-4000 SALARY AND WAGES	82,516.49	82,516.49	79,821.00	(2,695.49)	103.4
10-413-4100 ALLOWANCES	4,559.88	4,559.88	4,560.00	.12	100.0
10-413-4110 HEALTH INSURANCE(BCBS,LIFE,HS)	8,563.32	8,563.32	8,640.00	76.68	99.1
10-413-4111 DENTAL & VISION INSURANCE	625.32	625.32	780.00	154.68	80.2
10-413-4120 RETIREMENT	10,299.44	10,299.44	9,579.00	(720.44)	107.5
10-413-4150 MEDICARE	1,285.56	1,285.56	1,158.00	(127.56)	111.0
10-413-4160 STATE UNEMPLOYMENT	294.47	294.47	420.00	125.53	70.1
10-413-4170 WORKERS COMPENSATION	223.00	223.00	212.00	(11.00)	105.2
10-413-6010 DUES & MEMBERSHIPS	10,837.00	10,837.00	11,765.00	928.00	92.1
10-413-6020 TRAINING AND TRAVEL	7,188.52	7,188.52	13,780.00	6,591.48	52.2
TOTAL TOWN COUNCIL AND MANAGEMENT	126,393.00	126,393.00	130,715.00	4,322.00	96.7
<u>TOWN CLERK AND PUBLIC RECORDS</u>					
10-414-4000 SALARY & WAGES	75,308.28	75,308.28	85,806.00	10,497.72	87.8
10-414-4110 HEALTH INSURANCE(BCBS,LIFE,HS)	11,686.79	11,686.79	8,640.00	(3,046.79)	135.3
10-414-4111 DENTAL & VISION INSURANCE	837.76	837.76	780.00	(57.76)	107.4
10-414-4120 RETIREMENT	8,865.89	8,865.89	10,297.00	1,431.11	86.1
10-414-4150 MEDICARE	1,115.68	1,115.68	1,245.00	129.32	89.6
10-414-4160 STATE UNEMPLOYMENT	596.46	596.46	840.00	243.54	71.0
10-414-4170 WORKERS COMPENSATION	251.00	251.00	246.00	(5.00)	102.0
10-414-5100 SOFTWARE IMPL:GRANICUS & AMER	13,874.83	13,874.83	18,000.00	4,125.17	77.1
10-414-5300 OSP ELECTIONS	.00	.00	2,000.00	2,000.00	.0
10-414-6010 PROFESSIONAL MEMBERSHIPS	254.00	254.00	360.00	106.00	70.6
10-414-6020 TRAINING AND TRAVEL	1,386.94	1,386.94	1,500.00	113.06	92.5
10-414-6100 PUBLICAT & SUBSCR(NEWSLETTER)	14,520.13	14,520.13	16,000.00	1,479.87	90.8
10-414-6200 PRINT, PUBLISH, ADVERTISE	4,314.94	4,314.94	6,500.00	2,185.06	66.4
10-414-6380 SOFTWARE MAINT/ACQUIS-LASERFIC	2,490.90	2,490.90	2,500.00	9.10	99.6
TOTAL TOWN CLERK AND PUBLIC RECORDS	135,503.60	135,503.60	154,714.00	19,210.40	87.6
<u>FINANCE AND BUDGET</u>					
10-415-4000 SALARY & WAGES	66,145.04	66,145.04	85,599.00	19,453.96	77.3
10-415-4110 HEALTH INSURANCE(BCBS,LIFE,HS)	13,092.18	13,092.18	17,640.00	4,547.82	74.2
10-415-4111 DENTAL & VISION INSURANCE	939.48	939.48	1,560.00	620.52	60.2
10-415-4120 RETIREMENT	7,788.06	7,788.06	10,032.00	2,243.94	77.6
10-415-4150 MEDICARE	980.24	980.24	1,242.00	261.76	78.9
10-415-4160 STATE UNEMPLOYMENT	709.63	709.63	840.00	130.37	84.5
10-415-4170 WORKERS COMPENSATION	170.00	170.00	255.00	85.00	66.7
10-415-5001 OSP AUDIT SERVICES	13,000.00	13,000.00	16,000.00	3,000.00	81.3
10-415-5200 OSP CONTRACTS	18,518.77	18,518.77	20,000.00	1,481.23	92.6
10-415-6010 PROFESSIONAL MEMBERSHIPS	.00	.00	500.00	500.00	.0
10-415-6020 TRAINING AND TRAVEL	165.00	165.00	500.00	335.00	33.0
10-415-6380 SOFTWARE MAINT AND ACQUISITION	2,148.00	2,148.00	6,000.00	3,852.00	35.8
TOTAL FINANCE AND BUDGET	123,656.40	123,656.40	160,168.00	36,511.60	77.2

TOWN OF DEWEY-HUMBOLDT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGAL</u>					
10-416-5001	47,494.04	47,494.04	46,000.00	(1,494.04)	103.3
TOTAL LEGAL	47,494.04	47,494.04	46,000.00	(1,494.04)	103.3
<u>INFORMATION TECHNOLOGY</u>					
10-417-5100	24,246.25	24,246.25	24,480.00	233.75	99.1
10-417-5110	1,099.97	1,099.97	5,000.00	3,900.03	22.0
10-417-6380	11,928.46	11,928.46	12,675.00	746.54	94.1
10-417-6900	798.87	798.87	2,500.00	1,701.13	32.0
10-417-6950	5,417.00	5,417.00	8,750.00	3,333.00	61.9
TOTAL INFORMATION TECHNOLOGY	43,490.55	43,490.55	53,405.00	9,914.45	81.4
<u>MAGISTRATE COURT</u>					
10-421-4000	48,275.68	48,275.68	47,446.00	(829.68)	101.8
10-421-4120	2,393.15	2,393.15	2,373.00	(20.15)	100.9
10-421-4150	719.71	719.71	688.00	(31.71)	104.6
10-421-4160	597.33	597.33	840.00	242.67	71.1
10-421-4170	120.00	120.00	128.00	8.00	93.8
10-421-5001	.00	.00	1,000.00	1,000.00	.0
10-421-5003	20,600.00	20,600.00	19,200.00	(1,400.00)	107.3
10-421-5005	3,844.62	3,844.62	2,000.00	(1,844.62)	192.2
10-421-5303	3,790.76	3,790.76	3,540.00	(250.76)	107.1
10-421-6010	325.00	325.00	400.00	75.00	81.3
10-421-6020	2,549.98	2,549.98	2,000.00	(549.98)	127.5
10-421-6300	520.63	520.63	1,000.00	479.37	52.1
10-421-6301	666.40	666.40	500.00	(166.40)	133.3
10-421-6500	1,230.68	1,230.68	2,620.00	1,389.32	47.0
10-421-6520	692.44	692.44	500.00	(192.44)	138.5
10-421-6900	2,250.00	2,250.00	2,600.00	350.00	86.5
TOTAL MAGISTRATE COURT	88,576.38	88,576.38	86,835.00	(1,741.38)	102.0
<u>PUBLIC SAFETY</u>					
10-425-5300	381,884.00	381,884.00	381,884.00	.00	100.0
10-425-5301	1,674.00	1,674.00	1,800.00	126.00	93.0
10-425-5501	9,868.00	9,868.00	9,500.00	(368.00)	103.9
10-425-5503	.00	.00	200.00	200.00	.0
10-425-6500	2,265.44	2,265.44	2,500.00	234.56	90.6
TOTAL PUBLIC SAFETY	395,691.44	395,691.44	395,884.00	192.56	100.0

TOWN OF DEWEY-HUMBOLDT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET		UNEXPENDED	PCNT
<u>ENGINEERING</u>						
10-430-4000 SALARY AND WAGES-PW SUP 100%	55,572.40	55,572.40	53,757.00	(	1,815.40)	103.4
10-430-4110 HEALTH INSURANCE(BCBS,LIFE,HS)	8,519.24	8,519.24	8,460.00	(	59.24)	100.7
10-430-4111 DENTAL & VISION INSURANCE	625.32	625.32	780.00		154.68	80.2
10-430-4120 RETIREMENT	6,613.37	6,613.37	6,451.00	(	162.37)	102.5
10-430-4150 MEDICARE	814.54	814.54	780.00	(	34.54)	104.4
10-430-4160 STATE UNEMPLOYMENT	296.65	296.65	420.00		123.35	70.6
10-430-4170 WORKERS COMPENSATION	1,859.00	1,859.00	1,781.00	(	78.00)	104.4
10-430-5001 OSP ENGINEERING	.00	.00	3,000.00		3,000.00	.0
10-430-6010 PROFESSIONAL MEMBERSHIPS	.00	.00	200.00		200.00	.0
10-430-6020 TRAINING AND TRAVEL	889.64	889.64	500.00	(	389.64)	177.9
TOTAL ENGINEERING	75,190.16	75,190.16	76,129.00		938.84	98.8
<u>PUBLIC WORKS</u>						
10-431-4000 SALARY & WAGES-PW OPER 100%	66,913.69	66,913.69	70,127.00		3,213.31	95.4
10-431-4010 OVERTIME	.00	.00	800.00		800.00	.0
10-431-4110 HEALTH INSURANCE(BCBS,LIFE,HS)	17,036.29	17,036.29	16,680.00	(	356.29)	102.1
10-431-4111 DENTAL & VISION INSURANCE	1,253.64	1,253.64	1,560.00		306.36	80.4
10-431-4120 RETIREMENT	7,870.09	7,870.09	7,801.00	(	69.09)	100.9
10-431-4150 MEDICARE	958.82	958.82	1,029.00		70.18	93.2
10-431-4160 STATE UNEMPLOYMENT	596.28	596.28	1,260.00		663.72	47.3
10-431-4170 WORKERS COMPENSATION	2,212.00	2,212.00	2,675.00		463.00	82.7
10-431-5200 OSP JANITORIAL SERVICES	2,940.00	2,940.00	3,000.00		60.00	98.0
10-431-5500 FACILITIES, TOWN HALL	37,969.56	37,969.56	36,200.00	(	1,769.56)	104.9
10-431-5503 MAINTENANCE TOWN HALL OFFICES	245.27	245.27	1,500.00		1,254.73	16.4
10-431-5900 OSP OTHER	2,097.46	2,097.46	2,500.00		402.54	83.9
10-431-5903 LIABILITY & AUTO INSURANCE	26,105.00	26,105.00	27,825.00		1,720.00	93.8
10-431-6020 TRAINING AND TRAVEL	.00	.00	200.00		200.00	.0
10-431-6300 GENERAL SUPPLIES - TOWN	9,883.09	9,883.09	10,000.00		116.91	98.8
10-431-6500 FACILITIES, ELECTRIC UTILITIES	6,147.34	6,147.34	9,000.00		2,852.66	68.3
10-431-6510 FACILITIES, GAS UTILITIES	540.71	540.71	1,500.00		959.29	36.1
10-431-6520 FACILITIES, TELEPHONE	5,993.66	5,993.66	6,000.00		6.34	99.9
10-431-6530 FACILITIES, CELLULAR	962.48	962.48	1,200.00		237.52	80.2
10-431-6595 FACILITIES, VEHICLE MAINT.	1,500.00	1,500.00	1,500.00		.00	100.0
10-431-6600 FACILITIES, FUEL	1,000.00	1,000.00	1,000.00		.00	100.0
10-431-7001 ROAD / FACILITY ACQUISITION	16,549.83	16,549.83	15,000.00	(	1,549.83)	110.3
10-431-7006 PARKS & RECREATION	7,900.59	7,900.59	12,000.00		4,099.41	65.8
TOTAL PUBLIC WORKS	216,675.80	216,675.80	230,357.00		13,681.20	94.1

TOWN OF DEWEY-HUMBOLDT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
10-465-4000 SALARY & WAGES	137,877.16	137,877.16	126,281.00	(11,596.16)	109.2
10-465-4110 HEALTH INSURANCE(BCBS,LIFE,HS)	9,370.38	9,370.38	17,100.00	7,729.62	54.8
10-465-4111 DENTAL & VISION INSURANCE	1,253.64	1,253.64	1,560.00	306.36	80.4
10-465-4120 RETIREMENT	12,964.96	12,964.96	12,469.00	(495.96)	104.0
10-465-4150 MEDICARE	2,030.63	2,030.63	1,832.00	(198.63)	110.8
10-465-4160 STATE UNEMPLOYMENT	1,713.43	1,713.43	1,260.00	(453.43)	136.0
10-465-4170 WORKERS COMPENSATION	1,694.00	1,694.00	1,200.00	(494.00)	141.2
10-465-5001 OSP P&Z MANAGEMENT	500.00	500.00	5,000.00	4,500.00	10.0
10-465-5005 IGA LIBRARY SERVICE	36,143.00	36,143.00	36,141.00	(2.00)	100.0
10-465-5501 FACILITIES, LIBRARY	12,145.56	12,145.56	13,000.00	854.44	93.4
10-465-5900 OSP OTHER (IGA YAV BLDG INSP)	.00	.00	5,000.00	5,000.00	.0
10-465-6010 PROFESSIONAL MEMBERSHIPS	541.00	541.00	500.00	(41.00)	108.2
10-465-6020 TRAINING AND TRAVEL	3,267.35	3,267.35	1,500.00	(1,767.35)	217.8
10-465-6100 SUPPLY: BOOK SUBSCRIPTIONS	205.95	205.95	200.00	(5.95)	103.0
10-465-6380 SOFTWARE MAINTENANCE	1,300.00	1,300.00	1,300.00	.00	100.0
10-465-6950 NEIGHBORHOOD OUTREACH	16,030.51	16,030.51	40,000.00	23,969.49	40.1
TOTAL COMMUNITY DEVELOPMENT	237,037.57	237,037.57	264,343.00	27,305.43	89.7
<u>NON-DEPARTMENTAL</u>					
10-499-9995 COST OVERRUNS CONTINGENCY	.00	.00	200,000.00	200,000.00	.0
10-499-9998 EMPLOYEE ONE TIME BONUS	10,350.00	10,350.00	10,350.00	.00	100.0
TOTAL NON-DEPARTMENTAL	10,350.00	10,350.00	210,350.00	200,000.00	4.9
TOTAL FUND EXPENDITURES	1,500,058.94	1,500,058.94	1,808,900.00	308,841.06	82.9
NET REVENUE OVER EXPENDITURES	283,489.74	283,489.74	(199,994.00)	(483,483.74)	141.8

TOWN OF DEWEY-HUMBOLDT
 BALANCE SHEET
 JUNE 30, 2016

HURF FUND

ASSETS

20-000-1000	DUE FROM GENERAL FUND	(	46,229.88)	
20-000-1100	ACCOUNTS RECEIVABLE		57,040.97	
20-000-1500	INVESTMENTS - LGIP		273,643.47	
	TOTAL ASSETS			<u>284,454.56</u>

LIABILITIES AND EQUITY

LIABILITIES

20-000-2000	ACCOUNTS PAYABLE		1,257.00	
	TOTAL LIABILITIES			1,257.00

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
20-000-2900	RESERVE FOR IMPACT FEES		36,288.00	
20-000-2995	FUND BALANCE AT START OF YEAR		249,196.11	
	REVENUE OVER EXPENDITURES - YTD	(	2,286.55)	
	BALANCE - CURRENT DATE		283,197.56	
	TOTAL FUND EQUITY			<u>283,197.56</u>
	TOTAL LIABILITIES AND EQUITY			<u>284,454.56</u>

TOWN OF DEWEY-HUMBOLDT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2016

		HURF FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>						
20-100-3340	HURF	316,440.74	316,440.74	303,662.00	(12,778.74)	104.2
20-100-3600	INTEREST EARNINGS	644.45	644.45	500.00	(144.45)	128.9
TOTAL REVENUES		317,085.19	317,085.19	304,162.00	(12,923.19)	104.3
TOTAL FUND REVENUE		317,085.19	317,085.19	304,162.00	(12,923.19)	104.3

TOWN OF DEWEY-HUMBOLDT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2016

HURF FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ENGINEERING</u>					
20-430-7002 CAPITAL ROAD IMPROVEMENT-ENG	.00	.00	7,000.00	7,000.00	.0
TOTAL ENGINEERING	.00	.00	7,000.00	7,000.00	.0
<u>PUBLIC WORKS</u>					
20-431-5900 OSP OTHER(ON-GOING ROAD MAINT)	87,812.10	87,812.10	55,192.00	(32,620.10)	159.1
20-431-6595 VEHICLE MAINTENANCE	(1,171.17)	(1,171.17)	1,470.00	2,641.17	(79.7)
20-431-6600 FACILITIES, FUEL	4,469.17	4,469.17	12,000.00	7,530.83	37.2
20-431-6900 HEAVY EQUIP MAINT/SM PARTS-ND	7,222.10	7,222.10	10,000.00	2,777.90	72.2
20-431-7001 IN-HOUSE ROW MAINT MATERIALS	6,120.87	6,120.87	7,500.00	1,379.13	81.6
20-431-7006 CAPITAL ROAD MAINT (OSP)	217,073.43	217,073.43	211,000.00	(6,073.43)	102.9
20-431-7400 CAPITAL EQUIPMENT	(2,154.76)	(2,154.76)	.00	2,154.76	.0
TOTAL PUBLIC WORKS	319,371.74	319,371.74	297,162.00	(22,209.74)	107.5
TOTAL FUND EXPENDITURES	319,371.74	319,371.74	304,162.00	(15,209.74)	105.0
NET REVENUE OVER EXPENDITURES	(2,286.55)	(2,286.55)	.00	2,286.55	.0

TOWN OF DEWEY-HUMBOLDT
 BALANCE SHEET
 JUNE 30, 2016

GRANT FUND

ASSETS

22-000-1000	DUE FROM GENERAL FUND	(	22,659.90)	
22-000-1100	GRANTS RECEIVABLE		101,275.55	
			<u>101,275.55</u>	
	TOTAL ASSETS			<u><u>78,615.65</u></u>

LIABILITIES AND EQUITY

LIABILITIES

22-000-2000	ACCOUNTS PAYABLE		86,306.40	
			<u>86,306.40</u>	
	TOTAL LIABILITIES			86,306.40

FUND EQUITY

22-000-2995	UNAPPROPRIATED FUND BALANCE: FUND BALANCE AT START OF YEAR	(	7,690.75)	
			<u>7,690.75</u>	
	BALANCE - CURRENT DATE	(	7,690.75)	
			<u>7,690.75</u>	
	TOTAL FUND EQUITY			(7,690.75)
	TOTAL LIABILITIES AND EQUITY			<u><u>78,615.65</u></u>

TOWN OF DEWEY-HUMBOLDT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2016

GRANT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>						
22-100-3380	CDBG GRANT REVENUE	101,275.55	101,275.55	300,000.00	198,724.45	33.8
22-100-3390	MISCELLANEOUS GRANT REVENUE	.00	.00	1,500,000.00	1,500,000.00	.0
22-100-3400	YAV CO FLOOD CNTRL FUND	65,000.00	65,000.00	65,000.00	.00	100.0
TOTAL REVENUES		166,275.55	166,275.55	1,865,000.00	1,698,724.45	8.9
TOTAL FUND REVENUE		166,275.55	166,275.55	1,865,000.00	1,698,724.45	8.9

TOWN OF DEWEY-HUMBOLDT
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2016

GRANT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
22-430-7800 CDBG QUALIFIED EXPENDITURES	101,275.55	101,275.55	300,000.00	198,724.45	33.8
22-430-7810 MISC GRANT QUALIFIED EXPENDITU	.00	.00	1,500,000.00	1,500,000.00	.0
22-430-7820 FLOOD CONTROL REIMBURSEMENT	65,000.00	65,000.00	65,000.00	.00	100.0
TOTAL EXPENDITURES	166,275.55	166,275.55	1,865,000.00	1,698,724.45	8.9
TOTAL FUND EXPENDITURES	166,275.55	166,275.55	1,865,000.00	1,698,724.45	8.9
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

TOWN OF DEWEY-HUMBOLDT
BALANCE SHEET
JUNE 30, 2016

CAPITAL ASSETS FUND

ASSETS

90-000-1610	RIGHT OF WAY	2,942,961.00	
90-000-1620	PAVED ROADS	3,528,941.00	
90-000-1630	IMPROVEMENTS OTHER THAN BLDGS	720,946.00	
90-000-1660	OFFICE EQUIPMENT	10,578.00	
90-000-1670	VEHICLES AND EQUIPMENT	117,993.00	
90-000-1700	ACCUMULATED DEPRECIATION	(3,022,171.02)	
	TOTAL ASSETS		<u><u>4,299,247.98</u></u>

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
90-000-2996	INVESTMENT IN CAPITAL ASSETS	<u>4,299,247.98</u>	
	BALANCE - CURRENT DATE	<u>4,299,247.98</u>	
	TOTAL FUND EQUITY		<u><u>4,299,247.98</u></u>
	TOTAL LIABILITIES AND EQUITY		<u><u>4,299,247.98</u></u>

TOWN OF DEWEY-HUMBOLDT
BALANCE SHEET
JUNE 30, 2016

GENERAL LONG TERM LIABILITIES

ASSETS

95-000-1660	AMOUNTS TO BE PROVIDED	19,418.00	
	TOTAL ASSETS		19,418.00

LIABILITIES AND EQUITY

LIABILITIES

95-000-2165	COMPENSATED ABSENCES	19,418.00	
	TOTAL LIABILITIES		19,418.00
	TOTAL LIABILITIES AND EQUITY		19,418.00

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**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
JUNE 7, 2016, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JUNE 7, 2016, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** Meeting called to order at 6:37 p.m.
2. **Opening Ceremonies.**
 - 2.1. **Pledge of Allegiance.** Done
 - 2.2. **Invocation.** Given by Vice Mayor Treadway.
3. **Roll Call.** Town Council Members Arlene Alen, Jack Hamilton, Mark McBrady, Dennis Repan, Vice Mayor Doug Treadway; and Mayor Terry Nolan were present. Council Member Nancy Wright was absent.
4. **Announcements Regarding Current Events, Guests, Appointments, and Proclamations.**

Councilmember Alen announced a Horses with Heart Event (Happy Hearts Rodeo, June 28th from 5-6 PM at the Prescott Rodeo grounds) for special needs children.

 - 4.1. **Public Safety Quarterly Report – 1st Quarter 2016.**
 - 4.1.1. **Yavapai County Sheriff's Office report presented by Lt. Raiss.**

Lt. Raiss, Yavapai County Sheriff's Office, gave his presentation on the 1st quarter report. He answered questions on dogs running at large, impact of signal at Main Street and Highway 69 and stats for ticketing.
 - 4.1.2. **Central Yavapai Fire District report presented by Rick Chase.**

Rick Chase, Fire Chief for Central Arizona Fire and Medical Authority (previously Central Yavapai Fire District) gave his presentation and spoke on Stage 1 fire restrictions; Firewise; Highways 169/69 intersection is high accident location and now considered in Prescott Valley. Mr. Chase answered questions regarding directing traffic around accidents; increase accidents on 169 with construction; no status of Clint Wells fire.
 - 4.1.3. **Magistrate Court report presented by Judge Catherine Kelley.**

Judge Catherine Kelley answered an earlier question on DUIs; Memorial holiday citations and DUIs; YCSO's philosophy different from Prescott Valley Police. She reviewed Court budget numbers; Court Clerk training and responsibility levels. She answered questions on out of town versus local citations.
5. **Town Manager's Report.** Update on Current Events.

Town Manager Kimball announced a Firewise meeting Wednesday, June, 8, 2016, at 6:30 p.m. in Council Chambers. She spoke on the need for a 5-member board of volunteers and promoting the 90/10 grant for defensible space. The public can contact the fire department to sign up. Currently staff is doing a door to door promotion of the program with much support from fire agencies. She spoke on working with Lt. Raiss regarding the process to allow for fingerprinting of commission and committee member applicants.

5.1 University of Arizona Superfund Research Program Council update (first bi-annual update in 2016).

Dr. Raina Maier, Director of University of Arizona Superfund Research Program, was present to give an update on the program. She spoke on the 4 projects: Containment through revegetation; Airborne dust characterization and modeling; Garden roots and home gardening; Oral history and perceptions of mining. She spoke on the success of the revegetation program; commitment to D-H moving forward if needed. Mayor Nolan spoke on how long the process is taking (Superfund Site) and how it has affected some property values. Dr. Maier spoke on the town advocating for itself and needing to set up a community advisory board. Councilmember McBrady and Vice Mayor Treadway both offered to be part of this board.

Jerry Brady spoke on other Brownfield clean-up cases and where to get direct contact information; stated Council needs to develop remediation and redevelopment plan and provide it to the EPA so the remediation process can move forward.

Amy Timmons asked about the total clean up estimate. Dr. Maier explained that was not her expertise and to contact the EPA on those numbers.

Sandy Geiger thanked U of A for their report; reminded Council EPA was not present to answer EPA questions and only asking U of A project questions of Dr. Maier. She spoke on how long the damage has been there and it taking long to remediate.

6. Consent Agenda.

6.1. Minutes. Minutes from the April 19, 2016 Regular Council Meeting; May 3, 2016 Regular Council Meeting; and May 10, 2106 Work Session.

7. Comments from the Public (on non-agendized items only). None.

8. Discussion Agenda – Unfinished Business.

8.1. Organization funding requests for the FY 17 budget and Council consideration. Presentations by representatives of requesting organizations and possible Council direction.

8.1.1. Dewey Humboldt Historical Society requests for rent and Agua Fria Festival.

Dewey-Humboldt Historical Society Rep, David Nystrom spoke on the Agua Fria Festival profit and loss statement and plans for this year. They are asking for a \$2k grant/sponsorship and explained Council can sponsor the event without having to be a part of the festival. Mr. Nystrom spoke on asking every year for grant/sponsorship money for the Festival as the profits are used to grow the museum; his commitment is to keep the festival on Main Street.

8.1.2. Meals on Wheels request.

Virginia Tallent, Board of Director of Mayer Area Meals on Wheels, gave an overview of their program providing grids showing meals served last year. NACOG provides 60% of the program funding and the rest is achieved through fund-raising, sponsorship and donations. 2958 meals were delivered in the D-H area in the past 11 months. Ms. Tallent requested the Town's support for their program.

Jerry Brady spoke that Yavapai County is one of the wealthiest counties, but has the highest rate of poverty and unemployment. Mr. Brady sees the need for this program and supports it.

8.1.3. Dewey-Humboldt Activity Center request.

Mayor Nolan explained that there was not a representative from the Activity Center to

make a presentation for their funding request. Town Manager Kimball spoke to this being a two-part item and that she was looking for direction to finalize the figures for Council presentation to finalize the 2016-2017 budget. Town Manager Kimball confirmed the request made by Dewey-Humboldt Historical Society requesting \$8,400 for rent and \$2,000 for the Agua Fria Festival. There was Council consensus to postpone this discussion or any decisions until the next budget meeting.

8.2. Resolution 16-121 repealing Resolution 10-74 adopting FY2011-2021 Capital Improvement Plan.

Councilmember Hamilton made a motion to approve item 8.2 Resolution 16-121 repealing Resolution 10-74 adopting FY2011-2021 Capital Improvement Plan, seconded by Councilmember Alen. The motion was approved unanimously.

9. Discussion Agenda – New Business.

9.1. Community Development Block Grant (CDBG) – Council Award Contract.

Public Works Supervisor Ed Hanks gave an overview of the CDBG status and indicated the construction portion of the contract is ready for award. Earth Resources, Inc. was the lowest responsible bidder. Mr. Hanks clarified that a previous discussion regarding sidewalk near the school is covered in this contract. Councilmember Repan made a motion to approve the Dewey-Humboldt Road Improvement CDBG grant 117-16/118-16 to Earth Resources Corp. in the amount of \$251,542.40, motion seconded by Vice Mayor Treadway. The motion passed unanimously.

9.2. Fingerprinting authorization Ordinance 16-130 (Authorization of Fingerprinting in order for staff to apply for such access with DPS and FBI).

Mayor Nolan expressed that it is difficult to find volunteers without the addition of a fingerprint requirement for a criminal check. There was Council discussion regarding the necessity of this requirement. Town Manager Kimball gave an overview of the standard background check currently used for staff and the fingerprinting being a separate issue. The ordinance would give the Town authority to apply to conduct fingerprinting. The Sherriff Department does not actually want to be involved, but would possibly temporarily help until Town Staff is trained in the procedure. There was further Council discussion regarding the validity of the need for this additional procedure. Mayor Nolan made a motion to extend this meeting a half hour, seconded by Councilmember Repan. the motion passed unanimously. There was further extensive Council discussion resulting in Council consensus that the standard background check would be sufficient for staff and volunteers. Councilmember Alen made a motion to not approve Ordinance 16-130 and to amend the original Ordinance 16-127 to remove "including fingerprinting" wording, seconded by Councilmember Repan. The motion passed unanimously.

Amy Timmons inquired if a background check was necessary when a Google search could be done.

Victoria Wendt spoke to staff not having authority to do fingerprints and it not being necessary in D-H.

Ulys Brooks spoke on when he was fingerprinted and law enforcement normally doing this with prints going to the FBI.

Amy Timmons asked who will pay this procedure.

David Nystrom was in favor of standard background checks as they are public information, but avoid fingerprinting.

Jerry Brady spoke to his credentials with previous government positions and indicated that government fingerprint files are a mess. Mr. Brady recommended that if the local Sheriff does not want to be involved with the process than the Town should not either.

Jerry Brady spoke of a situation where these types of records were compromised.

9.3. Reinstatement of an official Board of Adjustment for the Town of Dewey-Humboldt.

[CAARF requested by CM Alen]

Councilmember Alen spoke of the need to have an official Board of Adjustment separate from the Council. There was Council Discussion regarding the number of members; training requirements; and if there is any current backlog. Town Manager Kimball indicated there are no Board of Adjustment issues pending. Councilmember Alen made a motion to approve the reinstatement of an official Board of Adjustment for the Town of Dewey-Humboldt and sending the back end of this to a work session to develop the mechanism to do so, seconded by Councilmember Repan. Councilmember McBrady spoke to a problem with appointing a board and training them when these situations arise very rarely. The motion was approved by a 4-1 vote, with Councilmember McBrady voting against.

9.4. Permission for Mayor to speak before a Realtor Group. [CAARF requested by Mayor Nolan]

Mayor Nolan gave an overview of the request received from a local realtors group doing home tours and requesting the Mayor to speak on the D-H area. Councilmember Repan asked if there were other qualified Council Members to speak. Councilmember Repan and Councilmember Alen stated that they were qualified and spoke to the invitation being to the Council, not just the Mayor. There was Council discussion on extending the meeting to cover all agenda items. Mayor Nolan made a motion to extend the meeting, Councilmember Repan seconded. The motion passed unanimously. Mayor Nolan made a motion for permission for the Mayor to speak before a Realtor Group. Vice Mayor Treadway seconded the motion. There was further Council discussion regarding who would be the best speaking candidate. Mayor Nolan called for a vote on the motion, the motion passed by a 3-2 vote with Councilmember Repan and Councilmember Alen voting against.

Amy Timmons recommended Mayor Nolan and David Nystrom of DHHS attend.

Jerry Brady spoke on referring to the Mayor's prescribed duties as outlined by the Arizona Constitution.

9.5. To Allow County Assessor, Ms. Pearsall, to address Council about Property Taxes.

[CAARF requested by Mayor Nolan]

Mayor Nolan gave an overview of his CAARF requesting that Ms. Pearsall, County Assessor, be allowed to come and speak to the Council regarding benefits to qualified citizens. Councilmember McBrady felt it was a good idea to allow the Assessor to speak at a meeting allowing citizens to have questions related to property taxes answered. Councilmember McBrady made a motion to approve County Assessor, Ms. Pearsall, to address Council about Property Taxes, seconded by Mayor Nolan. The motion passed unanimously.

9.6. Discussion of possible action regarding acquisition of Museum Building property located at 12925 E. Main St. [CAARF requested by Mayor Nolan] and [CAARF requested by CM Alen]

Mayor Nolan acknowledged that the owner of the property, Pastor Steve Lain of Gateway Baptist Church, was present and asked him to come forth for comment. Vice Mayor Treadway inquired as to the asking price on the building. Councilmember Repan asked if

the current situation with the Museum building put burden on the church. Councilmember Repan asked if the church is under pressure in their new position. Councilmember McBrady inquired of Pastor Lain to provide their current asking price on paper to be considered during Executive Session.

Pastor Lain gave an overview of the history of Gateway Baptist Church. They acquired the building in 1999, however, moved on to a larger building. The Main Street building has been for sale two years. Pastor Lain spoke to the former church building be a benefit to the town, an anchor building. The building was advertised for \$175,000. They are aware that an appraisal was obtained by the Town, but are unable to have access to said appraisal. Pastor Lain answered questions regarding the church's present position in their current building. The church needs to purchase their new location by November or risk losing their lease equity at that time.

Amy Timmons inquired as to why the church was denied access to the Town's appraisal.

David Nystrom, President of the Dewey-Humboldt Historical Society, spoke to the history of the building and that it is more than brick and mortar, probably the most important building in the Town's history.

Jerry Brady recommended establishing a procedure for a lease-purchase of the building, following standards set by the governor and state legislature.

Mayor Nolan made a motion for Council to move into Executive Session, seconded by Councilmember Repan. The motion passed by a 5-1 vote with Councilmember Hamilton voting against. Council recessed at 10:47 p.m.

- 9.6.1. Recess into and hold an executive session** pursuant to A.R.S. Section 38-431.03 (A)(7) Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the acquisition of real property located at 12925 E. Main St., Dewey-Humboldt (APN 402-10-018)

Council recessed into Executive Session at 10:49 p.m.

- 9.6.2. Reconvene into Open Session.**

Council reconvened into Open Session at 11:44 p.m. No discussion or action taken on this item in open session.

10. Public Hearing Agenda. None

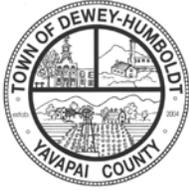
11. Adjourn. The meeting adjourned at 11:44 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

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

TOWN COUNCIL REGULAR MEETING

August 2, 2016, 6.30 p.m. Town Council Meeting Chambers

Agenda Item # 8.1. Accountability Contracts with Dewey-Humboldt Historical Society (DHHS) and Mayer Area Meals on Wheels (MAMOW) for Town's funding support.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: July 28, 2016

Recommendation: Acceptance of all three contracts

Summary:

Town Council authorized funding support to MAMOW and DHHS in FY 17 budget. MAMOW is expected to receive \$4000. DHHS is expected to receive 1) \$8400/year to reimburse the museum rent; 2) \$2000 for the Agua Fria Festival.

Council expressed a few expectations of the recipient agencies, chiefly in the areas of reporting and council presentations. As a result, the three accountability contracts have been drafted. DHHS and MAMOW have reviewed and accepted the terms of the contract. The Town Attorney also reviewed the contracts.

Staff recommends Council entering into the contracts with the two agencies.

ACCOUNTABILITY CONTRACT

This Agreement is entered into the __ day of _____, 2016 by and between the Town of Dewey-Humboldt, Arizona, an Arizona municipal corporation (hereinafter referred to as “Dewey-Humboldt”) and Dewey Humboldt Historical Society (hereinafter referred to as “Contractor”).

It is the finding of the Dewey-Humboldt Town Council that Contractor is offering services that benefit the Dewey-Humboldt community and Dewey-Humboldt Historical Society should receive public funds in support of its facility, services and operations.

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, 2016 until June 30, 2017.
2. SCOPE OF WORK: Contractor agrees to use funds received from Dewey-Humboldt to provide reimbursement of up to one year’s (12 months) lease payments in the amount of \$700 a month for the museum building located at 12925 E. Main St., Humboldt, AZ in order to assist the Society in operating a museum (“Services”), meeting the criteria set forth in **Exhibit A** of this Agreement. Contractor also agrees to maintain accurate financial records to enable Dewey-Humboldt to verify that the funds provided under this Agreement are expended in accordance with this Contract. Contractor shall be responsible for compliance with all applicable federal, state and local laws and regulations.
3. COMPENSATION: Dewey-Humboldt shall compensate Contractor for the Services in the amount of up to \$8400. Such funds shall only be used for the purposes set forth in **Exhibit A**.
4. REPORTING: Contractor shall submit to Dewey-Humboldt Town Council an update of its business plan twice a year at the October 18 2016 meeting and April 18 meeting respectively.
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. CONTRACT NONCOMPLIANCE: If Dewey-Humboldt, in its sole discretion, determines Contractor is in breach of this Agreement, Dewey-Humboldt shall give

written notice to Contractor of the specific area of noncompliance. Contractor shall comply within 30 calendar days of the date of notice.

7. **TERMINATION FOR CAUSE:** If Contractor does not comply within 30 calendar days from the date of the notice of breach, Dewey-Humboldt may terminate this Agreement. Contractor shall immediately return to Dewey-Humboldt all funds not spent for 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. SUDAN AND IRAN: Contractor warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06 and further acknowledge that any subcontractor who is contracted by Contractor to perform work pursuant to this Contract shall warrant that they do not have scrutinized business operations in Sudan or Iran.
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.

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

For Contractor (D-H Historical Society)

For Dewey-Humboldt

(Signature)

Mayor

Title

Attest:

Town Clerk

-
Approved as to Form:

By: Gust Rosenfeld P.L.C.,
Town Attorneys

EXHIBIT A

SCOPE OF WORK

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

The Town of Dewey-Humboldt wishes to support Contractor's effort to open and operate a museum for history preservation and educational purposes by continuing to provide funds to reimburse Contractor's museum building lease in FY 16-17. The monthly payment will be \$700. In FY 12-13 and FY 13-14, the Town reimbursed DH HS \$600 a month for its museum building lease. In FY 15-16, the monthly reimbursement was \$480 a month.

In addition to complying with all federal, state and local laws, regulations, and codes and other provisions of this Agreement, Contractor agrees to:

1. Open and operate the Museum at the current location (12925 E. Main St., Humboldt, AZ) for which the Town is providing the lease reimbursement funds.
2. The Museum remains open to the general public for at least 6 hours per day and at least three days per week.

Notes:

1. No disbursement will be paid to Contractor until this Agreement is fully executed and proof of insurance coverage as set forth in Paragraph 13 has been provided to Dewey-Humboldt.
2. In order to obtain disbursement, Contractor shall provide Dewey-Humboldt with a written invoice.
3. Payment is to be disbursed monthly in the amount of \$700 for up to 12 months on or before the 15th upon written request by Contractor and approval by the Town Manager. Payment will be mailed to:

D-H Historical Society
PO Box 85, Humboldt, AZ 86329

4. Pursuant to Paragraph 4 of this agreement, Contractor agrees to make presentations at Council meetings twice during FY 16-17. In order to timely coordinate the presentation, Contractor agrees to contact the designated Town staff a month before each presentation. Town assigns Deni Thompson, Finance Supervisor, as DH HS point of contact for presentation, billing and other matters.

ACCOUNTABILITY CONTRACT

This Agreement is entered into the ___ day of _____, 2017 by and between the Town of Dewey-Humboldt, Arizona, an Arizona municipal corporation (hereinafter referred to as “Dewey-Humboldt”) and the Dewey-Humboldt Historic Society (hereinafter referred to as “Contractor”).

It is the finding of the Dewey-Humboldt Town Council that Contractor is offering services that benefit the Dewey-Humboldt community and Dewey-Humboldt should receive public funds in support of its facility, services and operations.

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, 2016 until June 30, 2017.
2. **SCOPE OF WORK:** Contractor agrees to use funds received from Dewey-Humboldt to provide the annual Agua Fria Festival in fall of 2016 (“Services”), meeting the criteria set forth in **Exhibit A** of this Agreement. Contractor also agrees to maintain accurate financial records to enable Dewey-Humboldt to verify that the funds provided under this Agreement are expended in accordance with this Contract. Contractor shall be responsible for compliance with all applicable federal, state and local laws and regulations.
3. **COMPENSATION:** Dewey-Humboldt shall compensate Contractor for the Services in the amount of \$2000. Such funds shall only be used for the purposes set forth in **Exhibit A**.
4. **REPORTING:** At the completion of the Services, Contractor shall submit to Dewey-Humboldt an itemized accounting report setting forth how all funds were expended and outcome received. The report will be presented before the Council at the December 20 2016 council meeting.
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. **CONTRACT NONCOMPLIANCE:** If Dewey-Humboldt, in its sole discretion, determines Contractor is in breach of this Agreement, Dewey-Humboldt shall give

written notice to Contractor of the specific area of noncompliance. Contractor shall comply within 30 calendar days of the date of notice.

7. **TERMINATION FOR CAUSE:** If Contractor does not comply within 30 calendar days from the date of the notice of breach, Dewey-Humboldt may terminate this Agreement. Contractor shall immediately return to Dewey-Humboldt all funds not spent for 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. SUDAN AND IRAN: Contractor warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06 and further acknowledge that any subcontractor who is contracted by Contractor to perform work pursuant to this Contract shall warrant that they do not have scrutinized business operations in Sudan or Iran.
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.

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

For Contractor (D-H Historical Society)

For Dewey-Humboldt

(Signature)

Mayor

Title

Attest:

Town Clerk

-
Approved as to Form:

By: Gust Rosenfeld P.L.C.,
Town Attorneys

EXHIBIT A

SCOPE OF WORK

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

The Town of Dewey-Humboldt wishes to support Contractor's effort to produce the annual Agua Fria Festival which has been considered as a recognized event for the D-H community.

The Festival provides a booth space for the Town at no charge during the event dates. The Festival also encourages town participating in the Parade on October 1, 2016, the first day of the Festival. Town's participation in the Parade is free of the entry fee.

Notes:

1. No disbursement will be paid to Contractor until this Agreement is fully executed and proof of insurance coverage as set forth in Paragraph 13 has been provided to Dewey-Humboldt.
2. In order to obtain disbursement, Contractor shall provide Dewey-Humboldt with a written invoice.
3. Pursuant to Paragraph 4 of the contract, DH HS agrees to present its accounting report before the Council at the December 20 2016 council meeting. DH HS is coordinate with town staff regarding the presentation a month before the presentation date. For reporting and billing matters, Town assigns Deni Thompson, Finance Supervisor, as DH HS point of contact.

ACCOUNTABILITY CONTRACT

This Agreement is entered into the 7th day of July, 2016 by and between the Town of Dewey-Humboldt, Arizona, an Arizona municipal corporation (hereinafter referred to as "Dewey-Humboldt") and Mayer Meals on Wheels (hereinafter referred to as "Contractor").

It is the finding of the Dewey-Humboldt Town Council that Contractor is offering services that benefit the Dewey-Humboldt community and Mayer Meals on Wheels should receive public funds in support of its facility, services and operations.

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, 2016 until June 30, 2017.
2. **SCOPE OF WORK:** Contractor agrees to use funds received from Dewey-Humboldt to provide Mayer Meals on Wheels ("Services"), meeting the criteria set forth in **Exhibit A** of this Agreement. Contractor also agrees to maintain accurate financial records to enable Dewey-Humboldt to verify that the funds provided under this Agreement are expended in accordance with this Contract. Contractor shall be responsible for compliance with all applicable federal, state and local laws and regulations.
3. **COMPENSATION:** Dewey-Humboldt shall compensate Contractor for the Services in the amount of \$4000. Such funds shall only be used for the purposes set forth in **Exhibit A**.
4. **REPORTING:** At the completion of the Services, Contractor shall submit to Dewey-Humboldt an itemized report setting forth how the funds received from Dewey-Humboldt were expended. Such reports will be presented before the Town Council twice a year tentatively scheduled for an October 2016 council meeting and an April 2017 meeting.
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. **CONTRACT NONCOMPLIANCE:** If Dewey-Humboldt, in its sole discretion, determines Contractor is in breach of this Agreement, Dewey-Humboldt shall give written notice to Contractor of the specific area of noncompliance. Contractor shall comply within 30 calendar days of the date of notice.
7. **TERMINATION FOR CAUSE:** If Contractor does not comply within 30 calendar days from the date of the notice of breach, Dewey-Humboldt may terminate this Agreement.

Contractor shall immediately return to Dewey-Humboldt all funds not spent for 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.

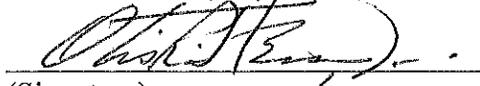
Contractor shall submit certificates of insurance acceptable to Dewey-Humboldt and warrants that such coverage(s) shall be maintained in full force and effect until Contractor is released from this Contract. Further, Dewey-Humboldt shall be named as an additional insured with respect to the services 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. SUDAN AND IRAN: Contractor warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06 and further acknowledge that any subcontractor who is contracted by Contractor to perform

work pursuant to this Contract shall warrant that they do not have scrutinized business operations in Sudan or Iran.

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.

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

For Contractor (Mayer Meals on Wheels)



(Signature)

President.

Title

7/9/2016

For Dewey-Humboldt

Mayor

Attest:

Town Clerk

Approved as to Form:

By: Gus Rosenfeld PLC/ Town
Attorneys

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INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND
THE TOWN OF DEWEY-HUMBOLDT
FOR THE FISCAL YEAR 2016/2017 FINANCIAL CONTRIBUTION
FROM THE DISTRICT TO THE TOWN FOR FLOOD CONTROL
IMPROVEMENTS

THIS INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND THE TOWN OF DEWEY-HUMBOLDT, FOR THE FISCAL YEAR 2016/2017 FINANCIAL CONTRIBUTION TO THE TOWN FOR FLOOD CONTROL IMPROVEMENTS (the "Agreement") is entered into, effective this ___ day of _____, between the Yavapai County Flood Control District, a political subdivision of the State of Arizona (the "DISTRICT"), and the Town of Dewey-Humboldt, Arizona, a municipal corporation of the State of Arizona (the "TOWN"). The District and the Town are sometimes collectively referred to as the "Parties" or individually as the "Party."

RECITALS

WHEREAS:

- A. The DISTRICT is a special taxing district legally created in the State of Arizona and organized by Yavapai County to include and govern its jurisdiction.
- B. The DISTRICT administers the Federal Emergency Management Agency ("FEMA") Regulations under the National Flood Insurance Program.
- C. The Yavapai County Board of Supervisors is the Board of Directors of the DISTRICT.
- D. A portion of the TOWN lies within the legal boundaries of the DISTRICT.
- E. The DISTRICT, the TOWN, and the County are separate and distinct political subdivisions, but each can provide for the benefit of the other(s), for the benefit of public health, safety, and welfare, and other public purposes.
- F. The DISTRICT and the TOWN have authority to enter into Intergovernmental Agreements pursuant to Arizona Revised Statutes ("A.R.S.") §§11-952, 48-3603, and 9-240, and TOWN's Code.
- G. Among other things, the DISTRICT receives tax proceeds as general funding for the planning, construction, and maintenance of flood control improvements.
- H. Under the budgeting process for the DISTRICT, a category of "Contributions" (hereinafter "Funds") has been established, setting aside monies that may be utilized by the various political subdivisions located within the boundaries of Yavapai County.
- I. The DISTRICT has approved and budgeted Funds to provide funding assistance for flood mitigation work and is authorized to expend such Funds for flood control projects (including

storm water control) to political subdivisions for projects so long as the projects are flood or drainage related, cost-effective, a benefit to the County, the DISTRICT, and the political subdivision and are in accordance with FEMA regulations.

- J. The TOWN has experienced storm water control and flooding problems for a number of years in various locations and seeks to mitigate such problems to increase safety and protect public and private property and persons within the TOWN.
- K. The TOWN seeks to improve its storm water control, make drainage improvements, and/or mitigate flooding problems by constructing the General Drainage Improvements within the Incorporated limits of the TOWN (hereinafter the "Project").
- L. The TOWN desires to receive DISTRICT Funds for the 2016/2017 fiscal year to be used for its Project.
- M. The DISTRICT has budgeted Funds to support the Project in an amount not to exceed Sixty Thousand Dollars (\$60,000) for fiscal year 2016/2017 which begins on July 1, 2016.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, including consideration of the mutual promises, terms, and conditions hereinafter set forth, including the mutual promises and obligations to be performed by the Parties hereto, IT IS AGREED BETWEEN THE TOWN AND THE DISTRICT AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to authorize the DISTRICT to pay and contribute to the TOWN Funds in support of the TOWN's Project. Such funding for fiscal year 2016/2017 shall not exceed Sixty Thousand Dollars (\$60,000).

II. COMMENCEMENT, DURATION, AND TERMINATION

The effective date is as set forth on page one (1) of this Agreement. Performance under this Agreement shall commence following the effective date and shall terminate upon the earliest of:

- A. The completion of the Project as determined by the TOWN;
- B. The exhaustion of the Funds allocated to the TOWN for the Project;
- C. The end of the fiscal year 2016/2017; or
- D. The mutual agreement of the Parties.

III. RESPONSIBILITIES OF PARTIES

A. The TOWN shall:

- 1. Be solely responsible for the design, engineering, bidding, right-of-way acquisition, supervision, construction, inspection, administration, and project management of the Project and for contracting directly for all Project work.
- 2. If plans are used to bid, provide the DISTRICT a copy of the final Project plans.

3. Use the Funds for the Project in fiscal year 2016/2017.
4. Use the Funds exclusively for costs associated with the Project described above.
5. When requesting Funds from the DISTRICT, provide detailed invoices with supporting documentation for the request(s).
6. Request Funds from the DISTRICT on or before July 31, 2017 (for work completed in fiscal year 2016/2017).
7. Be responsible for the proper disbursement of the Funds provided by the DISTRICT.
8. Be responsible for maintaining the Project and the resulting improvements.

B. The DISTRICT shall:

1. Make Funds available to the TOWN for the Project as approved by the Board of Directors.
2. Provide funding as available and appropriate upon proper request(s) by the TOWN.
3. Pay properly invoiced requests monthly or on an alternate schedule as agreed to by the TOWN and DISTRICT.
4. Pay properly invoiced requests for work completed by the TOWN in fiscal year 2016/2017 so long as TOWN's requests are received by the DISTRICT on or before July 31, 2017.

C. The DISTRICT and TOWN mutually agree:

1. That they recognize the Funds to be used by Parties pursuant to this Agreement are tax funds. The agreements herein for funding are based upon projected tax funds to be received. In the event the projected income is not received, there is the possibility that some or all of the Funds anticipated by this Agreement and set forth herein will not be available. All monetary obligations under this agreement shall be subject to annual budget approval of the respective governing bodies of the parties. A failure of either party's governing body to approve funding for payment of any obligation hereunder shall constitute grounds for termination of this agreement.
2. The Project is the sole responsibility of the TOWN, and not of the DISTRICT or the County. All real property upon which the Project work will occur is within the TOWN limits and not owned or under the control of the DISTRICT or County.

VII. INDEMNIFICATION

The TOWN agrees to defend, indemnify, and hold harmless the DISTRICT, its Board of Directors, the County, its Board of Supervisors, officers, employees, agents, or other representatives from any and all claims for damages or otherwise arising under this Agreement and from any negligent acts of the Town, its officers, employees, agents, or other representatives. This Indemnification provision shall survive the termination of this Agreement.

VIII. OTHER PROVISIONS

A. NOTICE. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by certified mail, return receipt requested, addressed as follows:

TOWN OF DEWEY-HUMBOLDT
Town Manager
P.O. Box 69
Humboldt, AZ 86329

DISTRICT
Yavapai County Flood Control District Director
1120 Commerce Drive
Prescott, AZ 86305

B. ENTIRE AGREEMENT. This Agreement represents the entire understanding between the parties with respect to the subject matters herein, and may be amended, modified, or waived only by written instrument signed by both Parties.

C. CONFLICT OF INTEREST. This contract is subject to the cancellation provisions of A.R.S. §38-511.

D. SEVERABILITY. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

E. NON-DISCRIMINATION. The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

F. EMPLOYMENT VERIFICATION. The Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). The Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws. A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement. The Parties retain the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

G. LAWS. The Parties shall each be fully responsible for compliance with all statutes, ordinances, codes, regulations, rules, court decrees, or other laws (hereinafter “Laws”)

applicable to it as part of fully performing the Project with regards to their respective roles. This Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by Laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year specified below.

YAVAPAI COUNTY
FLOOD CONTROL DISTRICT

TOWN OF DEWEY-HUMBOLDT

Jack R. Smith, Chairman Date
Board of Directors
Yavapai County Flood Control District

Terry Nolan, Mayor Date
Town of Dewey-Humboldt

ATTEST:

Kim Kapin Date
Clerk of the Board of Directors

Judy Morgan, Town Clerk Date
Town of Dewey-Humboldt

DETERMINATIONS OF COUNSEL
FOR THE
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND
THE TOWN OF DEWEY-HUMBOLDT

FOR THE FISCAL YEAR 2016/2017 FINANCIAL CONTRIBUTION
FROM THE DISTRICT TO THE TOWN FOR FLOOD CONTROL
IMPROVEMENT

Pursuant to A.R.S. §11-952, as amended, the foregoing Agreement has been submitted to the undersigned Attorney Town of Dewey-Humboldt. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona and the Town of Dewey-Humboldt.

Attorney _____ Date
Town of Dewey-Humboldt

Pursuant to A.R.S. §11-952, as amended, the foregoing Agreement has been submitted to the undersigned Attorney for the Yavapai County Flood Control District, Prescott, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Yavapai County Flood Control District.

Deputy County Attorney _____ Date
Flood Control District

Council Meeting Date: August 2, 2016 6:30 p.m.
To: Mayor and Council
From: Deni Thompson, Finance Supervisor
Subject: Modification to the 2015 IGA with ADOR

Recommendation: Approval

Summary: We received the request from ADOR to revise the 2015 TPT collection IGA. ADOR provided a summary of changes. The town attorney has reviewed the modification IGA. Staff recommends Council approval.

**SUMMARY OF CHANGES TO THE IGA FOR TRANSACTION PRIVILEGE TAX
 COLLECTION BY THE ARIZONA DEPARTMENT OF REVENUE**

The attached "Modification to Intergovernmental Agreement Between the State of Arizona And City/Town" incorporates five agreed upon changes into the existing intergovernmental agreement between the city/town and the Department related to the collection of the city/town transaction privilege tax. Below is a summary of the intent and impact of each change by section.

1) 9.6 Adjustments to Reported Taxes

The addition of this new section addresses an issue that came up during the past year. In some cases, the Department knew there was an error by the taxpayer in identifying which city or town was supposed to receive the tax, but there was no mechanism allowing them to hold the distribution while the error was being corrected. As a result there were instances when the DOR had to send funds to a city or town knowing it was incorrect, only to pull those funds back in a subsequent distribution after the error had been resolved. This change allows the Department to avoid these incorrect distributions and recoveries when they are aware of a problem from the outset.

2) 9.7 Taxpayer Rulings and Uniformity

The addition of this new section provides for municipal input in the drafting of rulings and interpretations that impact the Model City Tax Code, including interpretations of State statute that flow through to the MCTC because the Model language matches the State language. Under current statute, the DOR is responsible for addressing all taxpayer written requests for rulings, even when the question is based on the Model City Tax Code. This section allows the cities to have some influence over issues raised by taxpayers that have a direct impact on local tax imposition and interpretation, without disrupting the normal course of business within the Department on routine matters.

3) 10. Financing Collection of Taxes

This section is being amended by adding the second sentence. This addition recognizes that the cities and towns have agreed to a statutory financial obligation to contribute to the State for the operation of the DOR, and this obligation is not in conflict with the Department's TPT collection and administration efforts being financed through the State general fund appropriation.

4) 28.1 (relating to automatic annual renewal of the agreement)

This section has been changed to remove the specific years in the original document, so this section will not need to be changed annually. Also, this section added a provision stating any agreed upon changes that arise from the annual review in Section 28.5 are retroactive to July 1st of each year. The agreement

automatically renews without any action unless there are modifications agreed upon in any given year, and if so, you only need to adopt the modifications.

5) 28.5 (relating to annual review of the IGA)

This section has been changed to state the review period begins on June 1st, rather than requiring the review being completed by March 1st. The March 1st deadline was simply unrealistic given the legislative session responsibilities of many of the typical reviewers.

**MODIFICATION TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA AND CITY/TOWN**

WHEREAS, The Arizona Department of Revenue, hereinafter referred to as Department of Revenue and City/Town of Dewey-Humboldt, hereinafter referred to as City/Town, have entered into an Intergovernmental Agreement regarding the administration of taxes imposed by the State or City/Town dated 7th day of July 2015, hereinafter referred to as the IGA, and

WHEREAS, the Department of Revenue and the City/Town intend to continue with the IGA for an additional one year term in order to determine whether the general terms of the IGA meet the parties' needs, with the exception of the modifications set forth below.

The parties agree to modify the IGA as follows effective July 1, 2016:

1. Add the following new subsection to Section 9, Collection of Municipal Taxes:

9.6 Adjustments to Reported Taxes: If the Department of Revenue determines that a payment remitted by a taxpayer incorrectly identifies the city or town to which the payment should be made, the Department of Revenue may temporarily hold the payment until the distribution of the payment is corrected so that the appropriate city or town receives the payment.

2. Add the following new subsection to Section 9, Collection of Municipal Taxes:

9.7 Taxpayer Rulings and Uniformity: Recognizing taxpayer written requests for interpretation of the statutes and/or the Model City Tax Code, as well as guidance regarding uniform application and interpretation of the statutes and the Model City Tax Code impact all taxing jurisdictions, and further recognizing responsibility for such rulings and interpretation of the Model City Tax Code had previously been the sole domain of the municipalities, the Department shall include at least two representatives of the municipalities as regular members of any group established to respond to such taxpayer ruling requests and to issue such uniform interpretations and guidance promulgated by the Department. Participation by the two representatives of the municipalities on any such group is limited to instances when there is an issue raised that solely involves the Model City Tax Code and/or presents an issue of first impression, including requests for private taxpayer rulings. The municipal representatives may also be consulted by the Department on information letters, or when issuing statements of general guidance. Written requests involving common questions or issues that have previously been addressed, whether unique to the Model City Tax Code or not, may be handled in the regular course of Department processes without consulting the representatives of the municipalities.

3. Amend Section 10, Financing Collection of Taxes as follows:

10. Financing Collection of Taxes.

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department. This provision does not relieve City/Town of any financial obligation imposed by statute.

4. Amend subsection 28.1 of Section 28, Duration, relating to automatic renewal of the agreement as follows:

28.1 The term of this Agreement shall be from July 1 through June 30 of each year. This Agreement shall automatically be renewed for successive one year terms thereafter unless either party shall terminate this Agreement by notice, in writing, no later than sixty calendar days prior to the expiration of the term then in effect. Any agreed upon modifications to the terms and conditions of this agreement shall be incorporated to be effective during the term identified by the review committee provided for in section 28.5.

5. Amend subsection 28.5 of Section 28, Duration, relating to annual review of the agreement as follows:

28.5 During the term of this Agreement, the terms and conditions of this Agreement will undergo an annual review to be initiated no later than June 1st of each year. The review will be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

Signature Authority.

By signing below, the signer certifies that he or she has the authority to enter into this Agreement and has read the foregoing and agrees to accept the provisions herein. This modification may be executed in counterparts.

Signature	Date	Signature	Date
Typed Name and Title		Typed Name and Title	
Entity Name		Entity Name	

RESERVED FOR THE ATTORNEY GENERAL:	RESERVED FOR CITY/TOWN ATTORNEY:
<p>Attorney General no. _____, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General.</p> <p style="text-align: center;">MARK BRNOVICH The Attorney General</p> <hr/> <p style="text-align: center;">Signature Assistant Attorney General</p> <p>Date: _____</p>	<p>APPROVED AS TO FORM AND AUTHORITY:</p> <p>BY: _____ CITY/TOWN ATTORNEY</p> <p>Date: _____</p>

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE STATE OF ARIZONA AND
THE TOWN OF DEWEY-HUMBOLDT**

THIS AGREEMENT is entered into this 7th day of July, 2015, by and between the Arizona Department of Revenue, hereinafter referred to as Department, and the City/Town of Dewey-Humboldt, an Arizona municipal corporation, hereinafter referred to as City/Town. This Agreement shall supersede and replace all previous intergovernmental agreements, including amendments thereto, entered into by the Department and City/Town regarding the administration, collection, audit and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes and rental occupancy taxes imposed by the State, cities or towns.

RECITALS

WHEREAS, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 et seq. was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any city or town in Arizona and that the Department and each city or town shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes imposed by the State, cities or towns.

WHEREAS, City/Town has taken appropriate action by ordinance, resolution or otherwise, pursuant to the laws applicable to the governing body of City/Town, to approve and authorize City/Town to enter into this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing, the Department and City/Town enter into this intergovernmental agreement as follows:

1. Definitions

- 1.1 **A.R.S.** means the Arizona Revised Statutes.
- 1.2 **Adoption of an Ordinance** means final approval by majority vote of the City/Town council.
- 1.3 **Audit** means a review to determine the correct amount of tax owed by a taxpayer and includes, but is not limited to, desk reviews and reviews of claims for refund.
- 1.4 **Closing Agreement** means an agreement to compromise or settle a tax liability.
- 1.5 **Confidential Information** means all such information as defined in A.R.S. § 42-2001.

- 1.6 Confidentiality Standards** means the standards set forth in Appendix A or such other written standards mutually agreed to by the Department and City/Town.
- 1.7 Federal Tax Information** means federal return or return information the Department receives from the Internal Revenue Service including any information created by the Department derived from that information. Documents obtained from a taxpayer or State records are not considered Federal Tax Information.
- 1.8 Model City Tax Code** means the document defined in A.R.S. § 42-6051. The official copy of the Model City Tax Code is published at modelcitytaxcode.az.gov.
- 1.9 Modification** means a change to an assessment required or authorized by statute.
- 1.10 Municipal Tax(es)** means transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax, imposed by City/Town in accordance with the Model City Tax Code. Unless the context provides otherwise, this definition includes tax, license fees, penalties, interest and other similar charges.
- 1.11 State** means the State of Arizona.
- 1.12 State and Local Uniformity Group (“SLUG”)** means an advisory group comprised of four representatives from municipal taxing jurisdictions and four representatives of the Department as set forth in Section 13 below.
- 1.13 Taxpayer Information** means information protected from disclosure pursuant to Model City Tax Code § 510.

2. Disclosure of Information by City/Town to Department

- 2.1 Qualified Recipients of Information:** The Department shall provide a list of the names and job titles of Department employees authorized to request and receive Taxpayer Information from City/Town. The Department shall inform City/Town of any additions, deletions or changes to this list within fifteen calendar days after the change occurs and shall provide an updated list at least annually. This information shall be sent via email to City/Town at denithompson@dhaz.gov. The City/Town will not disclose Taxpayer Information to a Department employee whose name is not included on this list. City/Town may contact the Department with any questions related to qualified recipients by contacting the Cities Unit at CitiesUnit@azdor.gov.
- 2.2 Use of Information:** Any Taxpayer Information released by City/Town to the Department may only be used by the Department for tax administration and collection purposes, and may not be disclosed to the public in any manner that does not comply with the Model City Tax Code. All Taxpayer Information shall be stored and destroyed in accordance with the Confidentiality Standards.
- 2.3 Municipal Ordinance:**
- (a) City/Town shall provide the Department with a copy of its Municipal Tax code or any City/Town ordinances imposing the taxes to be collected hereunder

within ten calendar days of a request for such information from the Department. This information shall be sent via email to the Cities Unit at CitiesUnit@azdor.gov.

- (b) City/Town shall provide the Department with a copy of any ordinance adopted by City/Town after execution of this Agreement that imposes or modifies the Municipal Taxes to be collected hereunder, including a new or different tax rate as defined by A.R.S. § 42-6053(E), within ten calendar days of Adoption of an Ordinance. This information shall be sent via email to the Cities Unit at CitiesUnit@azdor.gov. No such ordinance shall take effect on a date other than the first day of the month that is at least sixty calendar days after city/town provides notice to the Department unless City/Town and the Department agree otherwise. The Department shall add the change to the official copy of the Model City Tax Code within ten business days of receipt of notice from City/Town. City/Town is responsible for confirming the change has been made. Pursuant to A.R.S. § 42-6053(E)(2), changes in tax rates have no effect unless reflected in the official copy of the Model City Tax Code.
- (c) Within fifteen calendar days following the adoption of an annexation ordinance, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at GIS@azdor.gov. City/Town shall also include with the notice a list of businesses City/Town knows to be located in the annexed area. The Department shall not be obligated to begin collection of Municipal Tax any sooner than the first day of the month that is at least sixty calendar days after the date the Department received notice from City/Town of the annexation.

2.4 Development and Impact Fees: Upon request, City/Town shall provide to the Department any information regarding development and impact fees to assist the Department with the auditing of taxpayers and billing and collection of taxes.

2.5 Audits: Upon request by the Department, City/Town shall allow inspections and copies of any City/Town tax audits.

2.6 Other Information: City/Town shall also provide other relevant information necessary for tax administration and collection purposes as requested by the Department.

2.7 Statutory Authority: The disclosure of confidential City/Town tax information is governed by Model City Tax Code Section 510.

3. Disclosure of Information by Department to City/Town.

3.1 Qualified Recipients of Information: City/Town shall provide a list of the names and job titles of City/Town employees and any independent auditors acting on behalf of City/Town authorized to receive Confidential Information. City/Town shall inform the Department of any additions, deletions or changes to this list within

fifteen calendar days after the change occurs and shall provide an updated list at least annually. This information shall be sent via email to the Cities Unit at CitiesUnit@azdor.gov. The Department will not disclose any Confidential Information to a City/Town employee or independent auditor whose name is not included on this list. The Department may contact City/Town with any questions related to qualified recipients by contacting Deni Thompson.

3.2 Suspension of Information: The Department will not withhold Confidential Information from City/Town so long as City/Town complies with A.R.S. § 42-2001 et seq. and the Confidentiality Standards.

- (a) If the Department has information to suggest City/Town, or any of its duly authorized representatives, has violated A.R.S. § 42-2001 or the Confidentiality Standards, the Department will send written notice to City/Town detailing the alleged breach as understood by the Department and requesting a response to the allegation within twenty calendar days of the date of the letter.
- (b) The Department will review the written response from City/Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation before making a written determination as to whether a suspension of information is warranted and the length of the suspension.
- (c) If City/Town is dissatisfied with the Department's determination it may within ten calendar days, submit a written request to SLUG requesting the group review the determination.
- (d) If the Department has information to suggest City/Town has violated the Confidentiality Standards, the Department may inspect City/Town's records, facilities, and equipment to confirm whether there has been a violation.

3.3 Information to be Provided: Within the restrictions outlined in this Section, the Department shall provide all of the information detailed in Appendix B, which may be modified by the mutual agreement of the parties. The Department shall not provide Federal Tax Information to City/Town. In addition to the information detailed in Appendix B, City/Town may obtain upon request:

- (a) Inspections and/or copies of Department tax audits, including all information related to all cities and towns included in the tax audit; and
- (b) Other relevant information necessary for tax administration and collection purposes, including all information necessary to verify City/Town received all revenues collected by the Department on behalf of City/Town.

3.4 Storage and Destruction of Confidential Information: All Confidential Information provided by the Department to City/Town shall be stored, protected, and destroyed in accordance with the Confidentiality Standards.

3.5 Statutory Authority: The Department may disclose Confidential Information to City/Town pursuant to A.R.S. § 42-2003(H) if the information relates to a taxpayer

who is or may be taxable by a county, city or town. Any Confidential Information released to City/Town:

- (a) May only be used for internal tax administration purposes as defined in A.R.S. § 42-2001(4); and
- (b) May not be disclosed to the public in any manner that does not comply with the Confidentiality Standards.

A.R.S. § 42-2003(H)(2) provides that any release of Confidential Information that violates the Confidentiality Standards will result in the immediate suspension of any rights of City/Town to receive taxpayer information pursuant to A.R.S. § 42-2003(H).

3.6 Specificity of Data: A.R.S. § 42-6001 provides that taxpayers shall file and pay Municipal Taxes to the Department if the Department has developed the electronic and nonelectronic tools necessary to capture data with sufficient specificity to meet the needs of all taxing jurisdictions, including specific data regarding each tax classification and any corresponding deductions at each business location of the taxpayer. Pursuant to A.R.S. § 42-5015, the electronic system utilized by the Department must be able to capture data with sufficient specificity to meet the needs of the taxing jurisdiction. The Department and City/Town agree that JT2 and TPT2 (as summarized in Appendix C) are required to meet the specificity needs of City/Town.

(a) Non-Program City/Town: If City/Town performed its own Municipal Tax administration, collection, and licensing prior to July 1, 2015, then if the Department is unable to commit by September 1, 2015 that the data detail behind the JT2 and TPT2 will be provided to City/Town beginning and from January 1, 2016, the following shall take place:

- (1) The term of the agreement entered into by the Department and City/Town pertaining to City/Town performing municipal licensing services on behalf of the Department shall be extended for one (1) year; and
- (2) All provisions in this Agreement pertaining to the administration, collection, and licensing of Municipal Taxes shall not go into effect until such time as the Department is able to meet the requirements of A.R.S. § 42-6001 and A.R.S. § 42-5015, however all language in this Agreement related to audit functions shall remain in full force and effect.

(b) Program Cities/Towns: If the Department performed Municipal Tax administration, collection and licensing for City/Town prior to July 1, 2015, then if the Department is unable to commit by September 1, 2015 that the data detail behind the JT2 and TPT2 will be provided to City/Town beginning and from January 1, 2016, the Department will continue to perform those functions. The continued provision of such service, however, shall not be deemed waiver of any legal rights or remedies afforded to City/Town including, but not limited to, a failure to meet the requirements of A.R.S. § 42-6001 and A.R.S. § 42-5015.

4. Audit.

The Department shall administer the audit functions for City/Town in accordance with the following provisions.

4.1 **Training:** All auditors and supervisors shall be trained in accordance with the policies of the Department. Auditors who have not completed the training may only work in connection with a trained auditor and cannot be the only auditor assigned to the audit. The Department shall:

- (a) Provide audit training at least three times per year, or more frequently if there is a demonstrated need, and be responsible for its costs of the training and any associated materials;
- (b) Provide additional training when practical;
- (c) Notify City/Town of any training sessions at least thirty calendar days before the date of the training session;
- (d) Provide copies of State tax statutes, audit reference materials and audit procedures and manuals;
- (e) Permit City/Town auditors and supervisors to attend any scheduled training as space permits at designated training location: and
- (f) Provide additional training as needed to inform auditors and supervisors regarding changes in State law or Department policy.

4.2 **Conflict of Interest:** An auditor or supervisor trained and authorized to conduct an audit may not conduct any of the following prohibited acts:

- (a) Represent a taxpayer in any tax matter against the Department or City/Town while employed or in an independent contractor relationship with the Department or City/Town.
- (b) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
- (c) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the independent contractor relationship with the Department or City/Town.
- (d) Use information he/she acquires in the course of the official duties as an auditor or supervisor in a manner inconsistent with his/her official duties without prior written approval from the Department.
- (e) For a period of one year after he/she ends employment or an independent contractor relationship with the Department or City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained auditor or supervisor and the remainder of the firm.

The Department may revoke an individual's authority to audit and prohibit the use of any auditor or supervisor who violates this provision.

4.3 Audits and Refunds:

- (a) City/Town may conduct an audit of a taxpayer engaged in business only in City/Town. Before commencing such audit, City/Town shall notify the Department to ensure the taxpayer is not already scheduled for an audit. The Department will provide City/Town with a written response within fifteen calendar days of the notice from City/Town.
- (b) Except as permitted below, the Department shall conduct all audits of taxpayers having locations in two or more cities or towns. A City/Town auditor may participate in any audit City/Town requested the Department to perform.
- (c) City/Town shall notify the Department if it wants an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business activity is in the following business classifications taxable by City/Town, but not a taxable activity under State law:
 - 1. Residential rentals;
 - 2. Commercial rentals;
 - 3. Speculative Builders; or
 - 4. Advertising.

The Department will authorize such audits, to be overseen by the Department, unless there is already an audit of the taxpayer scheduled, or the Department determines the audit selection is discriminatory, an abuse of process or poses other similar defects. The Department will notify City/Town of its determination within thirty calendar days. No initial audit contact may occur between City/Town and a taxpayer until the Department approves the audit notice.

- (d) City/Town may request the Department conduct an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business is subject to both city and state tax. The request must be made using the Department's audit request form. Copies of the form can be obtained from the Department's TPT Hub Unit at HubUnit@azdor.gov. The Department shall notify City/Town of the decision regarding the request within thirty calendar days of receipt of the request.
- (e) The Department may deny a request for an audit for the following reasons:
 - 1. An audit is already scheduled or planned for the taxpayer within six months of the request;

2. The requested audit would interfere with strategic tax administration planning;
 3. The audit selection is discriminatory, an abuse of process or poses other similar defects;
 4. The request lacks sufficient information for the Department to determine whether it is appropriate;
 5. The Taxpayer was audited within the previous two years;
 6. The Department lacks sufficient resources to conduct the audit; or
 7. The scope or subject of the audit does not justify the use of Department resources.
- (f) If the Department denies a request to conduct an audit because it either lacks resources to conduct the audit itself or the scope or subject of the audit does not justify the use of Department resources then City/Town shall notify the Department if it wants to conduct the audit under the supervision of the Department. No initial audit contact may occur between City/Town and a taxpayer until the Department appoints someone to supervise the audit.
- (g) Any decision by the Department denying City/Town's request to conduct any audit may be referred to SLUG in accordance with Section 13 of this Agreement.
- (h) All audits conducted by City/Town shall be in accordance with standard audit procedures defined in the Department audit manual. All auditors shall be trained in accordance with Section 4.1 above.
- (i) The Department may appoint a manager to supervise any audit conducted by City/Town.
- (j) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information available.
- (k) The Department shall issue all audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.
- (l) The Department shall issue Modifications to audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.

4.4 Claims for Refund:

- (a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.

- (b) The Department will notify City/Town of all refund requests that are processed involving City/Town's Municipal Taxes within thirty calendar days of processing the refund. City/Town may request an audit of the taxpayer as set forth in Section 4.3 above. .
- (c) The Department may assign an auditor to review requests for refunds. The Department will notify City/Town, within thirty calendar days of initiating a review, of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City/Town's taxing jurisdiction and may request that City/Town assign an auditor to assist with such reviews.
- (d) City/Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to City/Town. The Department may offset a remittance to City/Town under this Agreement to cover the amounts of allowed refunds. If there are insufficient funds available to pay the refund, City/Town must pay the Department within sixty days of written demand from the Department.
- (e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. City/Town may request copies of such determinations.

4.5 Protests: Taxpayer protests of audit assessments and desk review assessments and refund denials shall be directed to the Department. Appeals of audit assessments, desk review assessments and refund denials shall be administered pursuant to Title 42, Chapter 1, Article 6, Arizona Revised Statutes. Upon request, the Department shall notify City/Town of any appeals within 30 days of receipt of the protest.

4.6 Notice of Resolution: The Department shall notify City/Town when a protest is resolved, including information concerning the resolution of the protest, within 30 days after the resolution of a protest.

4.7 Status Reports: The Department shall keep SLUG apprised of the status of each protested matter involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting the Department's Cities Unit.

5. Voluntary Disclosure Agreements

The Department may enter into a voluntary disclosure agreement with a taxpayer. A voluntary disclosure agreement may limit the years subject to audit and waive penalties. City/Town may request to be kept informed of voluntary disclosure agreements involving City/Town Municipal Tax. If City/Town makes that request, the Department will notify City/Town of the Department's intent to enter into an agreement and the Department will provide the taxpayer's identity within thirty calendar days of disclosure. City/Town may request an audit of a taxpayer subject to a voluntary disclosure agreement pursuant to Section 4.3 above.

6. License Compliance

6.1 License Issuance and Renewal: The Department shall issue new Municipal Tax licenses and renew such licenses for City/Town Municipal Tax. The Department of Revenue shall provide City/Town with information about all persons obtaining and renewing tax licenses as set forth in Appendix B.

6.2 License Checks: The Department and City/Town shall coordinate efforts to conduct tax license compliance checks through canvassing and other compliance methods.

6.3 Confidentiality: Any tax license information City/Town obtains from the Department is considered Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information City/Town obtains through its own efforts may be disclosed as allowed by applicable City/Town laws.

6.4 Changes to License Fees: Within fifteen calendar days following the Adoption of an Ordinance (or official acknowledgment of approval of an ordinance by voters in an election of a charter city) issuing or modifying a tax license fee, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at CitiesUnit@azdor.gov. The Department shall not be obligated to begin collection of the new or modified fee any sooner than sixty calendar days after the date the Department received the ordinance from City/Town. Notice of an ordinance concerning a renewal tax license fee must be received by the Department by July 31 in order to be collected the following calendar year.

7. Closing Agreements

7.1 Approval - The Department shall notify City/Town before entering into a Closing Agreement related to the tax levied and imposed by City/Town. The Department shall seek approval from either City/Town or SLUG before entering into such Closing Agreement. If the Closing Agreement concerns only City/Town, then the Department will attempt to obtain approval from City/Town first, and will only seek approval from SLUG if City/Town is unresponsive or the Department and City/Town cannot reach an agreement. Approval and notice is not required for Modifications of assessments.

7.2 Litigation - During the course of litigation, the Department shall seek a range of settlement authority from City/Town or SLUG, unless the circumstances prevent such action. The Department may also request a telephonic meeting of SLUG if time and circumstances require immediate action.

8. Responsibility for Representation in Litigation.

8.1 Administrative Proceedings: The Department shall be responsible for coordinating the litigation and defending the assessment or refund denial in any administrative appeals before the Office of Administrative Hearings or the Director

of the Department regardless of who conducted the audit. The Department shall be reasonably diligent in defending the interests of City/Town and City/Town shall assist in such representation as may be requested by the Department.

- 8.2 Further Appeals:** The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court and all higher courts. City/Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office.
- 8.3 Mutual Cooperation:** The Department and City/Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, supervisors, and other necessary employees are available to assist the Department and the Attorney General for informal interviews, providing documents and computer records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation as needed.
- 8.4 Administrative Decisions:** The Department shall provide a copy of any and all administrative hearing level decisions, including Director's decisions issued by the Department to all jurisdictions on a distribution list. City/Town may request to be on the distribution list by contacting the Department's Cities Unit. Administrative decisions are Confidential Information and must be stored and destroyed in accordance with the Confidentiality Standards.

9. Collection of Municipal Taxes

- 9.1 Tax Returns:** Taxpayers who are subject to City/Town Municipal Taxes shall pay such taxes to the Department. Tax payments shall be accompanied by a return prepared by taxpayer on a form prescribed by the Department.
- 9.2 Collection:** The Department shall collect any Municipal Tax imposed by City/Town recorded on the Department's tax accounting system. Amounts the Department collects for delinquent City/Town Municipal Tax accounts after the termination of this Agreement shall be forwarded to City/Town.
- 9.3 Remittance:** All amounts collected by the Department for Municipal Taxes under this Agreement shall be remitted to City/Town weekly on the basis of actual collections. The Department shall initiate the electronic payment by noon on the Monday after the end of the week in which the collections were made. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by City/Town.
- 9.4 Abatement:** The Department, with the approval of the Attorney General, may abate tax under certain circumstances. During the ordinary course of business, the Department may determine for various reasons that certain accounts shall be closed or cancelled. The Department shall seek input from City/Town or SLUG before abating tax or closing accounts. The Department may request a telephonic meeting of SLUG if time and circumstances require immediate action.

- 9.5 Funds Owed to City/Town:** At all times and under all circumstances payments remitted by a taxpayer to the Department for City/Town Municipal Taxes will be considered property of City/Town. The Department may not retain or fail to remit such funds to City/Town for any reason not specifically set forth in this Agreement including, but not limited to, during the course of a dispute between City/Town and the Department.

10. Financing Collection of Taxes.

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department.

11. Inter-Jurisdictional Transfers.

All inter-jurisdictional transfers of Municipal Tax monies by the Department shall be handled in the following manner:

- 11.1 Requests:** Requests for inter-jurisdictional transfers shall be made to the Department. The Department will review the request and will not automatically accept the request.
- 11.2 Notice:** The Department shall notify City/Town and any other city or town implicated in the requested transfer a minimum of thirty calendar days prior to any inter-jurisdictional transfer of money.
- 11.3 Dispute Resolution:** Any city or town subject to an inter-jurisdictional transfer shall resolve any dispute over the allocation of the tax in accordance with A.R.S. § 42-6003 and the Department shall transfer the funds subject to an inter-jurisdictional transfer in accordance with the agreed upon allocation in a timely manner.

12. Educational Outreach.

City/Town may conduct, at its own expense, educational outreach to taxpayers who are conducting business activities within City/Town's taxing jurisdiction concerning the Model City Tax Code and the collection and administration of Municipal Taxes. Educational outreach shall be consistent with applicable law and Department written guidance. Upon request, City/Town shall provide information to the Department concerning such educational outreach efforts.

13. SLUG.

The Department shall create an advisory group to help resolve issues

- 13.1 Members:** The members shall consist of four seats representing municipal taxing jurisdictions and four seats representing the Department. Member seats may be

split so some people fill the position for only certain issues, such as audit selection or collection abatement. There shall also be a list of alternate members, who may be asked by a regular member who is unable to attend a meeting to take that member's place at a SLUG meeting.

- 13.2 Selection:** The Director of the Department shall appoint people to serve as members of SLUG. Municipal taxing jurisdictions shall nominate members from municipal taxing jurisdictions. All members shall serve for a period of one year unless they resign at an earlier date. Members may be appointed to serve consecutive terms. Members appointed to fill vacancies shall serve for the time remaining on the term.
- 13.3 Meetings:** SLUG shall meet on a regular basis and at least monthly unless the members agree to cancel the meetings due to a lack of agenda items. It can schedule additional meetings as necessary to timely discuss issues presented. Alternate members may attend meetings, but cannot participate in any discussion or voting, unless filling the seat of a regular member.
- 13.4 Issues:** City/Town may refer issues to SLUG involving the following:
- (a) Decisions by the Department to not audit a taxpayer;
 - (b) Amendments to Department audit procedures or manuals;
 - (c) Closing Agreements or a range of settlement authority;
 - (d) Abatement or account closure in collections;
 - (e) Suspension of disclosure of information from the Department; and
 - (f) Other issues as authorized by the Director of the Department or agreed upon by the parties.
- 13.5 Recommendations:** SLUG shall make recommendations to the Director of the Department. If the recommendation is approved by at least five members of SLUG, the Director will accept the recommendation of SLUG. If SLUG cannot reach a recommendation agreeable to at least five members of the group, the Director may act as he deems to be in the best interests of all parties.
- 13.6 Voting:** Voting shall be by secret ballot.
- 13.7 Procedures:** SLUG may develop procedures concerning the operation of the group as long as they are not inconsistent with this Agreement.

14. Funding of Additional Auditors by City/Town.

- 14.1 Funding:** At the sole discretion of City/Town, City/Town may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to City/Town. Such additional auditors funded by City/Town shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of City/Town. It is the parties' intention that City/Town funding be used to increase the capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.
- 14.2 Use of Funds:** City/Town funding for additional auditors under this Section shall be used to fund the auditors' salaries and employee related expenses and shall not be used to pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.
- 14.3 Pool of Funds:** The Department may pool any City/Town funding with any other similar funding provided by other municipal taxing jurisdictions to pay for additional auditors. The Department shall separately account for such funds in its annual budget.
- 14.4 Accounting:** The Department shall provide an annual accounting to City/Town, by August 31 each year describing how City/Town funding was used during the prior fiscal year.

15. Satellite Offices for Department Auditors.

- 15.1 Funding:** City/Town, at its own expense and at its sole discretion, may provide one or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this section shall require the Department to make use of such facilities provided by City/Town.
- 15.2 Requirements:** Any Department employee using a City/Town satellite office must meet reasonable requirements of City/Town related to the use of the facility. City/Town shall be responsible for notifying the Department of any concerns, and the Department shall be responsible for taking appropriate actions to resolve those concerns.
- 15.3 Termination:** Once a satellite office is established, City/Town shall provide at least 180 calendar days written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to City/Town and shall promptly remove all Department property.
- 15.4 License:** All requirements of City/Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.

16. Non-availability of Funds.

Every payment obligation of the Department and the City/Town pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to City/Town paid by a taxpayer for Municipal Taxes or tax license fees of City/Town. If funds are not appropriated, allocated and available or if the appropriation is changed resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of City/Town pursuant to this Agreement.

17. Waiver.

Nothing in this Agreement should be interpreted as City/Town relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that City/Town is conceding the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

18. Cancellation

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or City/Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Department or City/Town is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other party with respect to the subject matter of this Agreement.

19. Notice.

- (a) When any Notice to City/Town is required under the terms of this Agreement, such Notice shall be mailed to City/Town at the following address, directed to the attention of:

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

- (b) When any Notice to the Department is required under the terms of this Agreement, such Notice shall be mailed to:

Arizona Department of Revenue
Attn: Director, Division Code 20
1600 W. Monroe
Phoenix, AZ 85007

Notice to the Department's Hub Unit or City Unit may be mailed to:

Arizona Department of Revenue
Division Code 16
1600 W. Monroe
Phoenix, AZ 85007

20. Non-discrimination.

The Department and City/Town shall comply with Executive Order 2009-9, which mandates all persons, regardless of race, color, religion, sex, age, or national origin, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Department and City/Town shall take affirmative action to ensure applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

21. Compliance with Immigration Laws and A.R.S. § 41-4401.

- 21.1** The Department and City/Town shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214(A) which reads in part: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program."
- 21.2** A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.
- 21.3** The Department and City/Town retain the legal right to inspect the papers of any employee who works on the Agreement to ensure the Department and City/Town is complying with the applicable Federal immigration laws and regulations and State statutes as set forth above.

22. Audit of Records.

City/Town and the Department shall retain all data, books, and other records ("Records") relating to this Agreement for at least six (6) years (a) after termination of this Agreement, and (b)

following each annual renewal thereof. All Records shall be subject to inspection by audit by the State at reasonable times. Upon request, the Department and City/Town shall produce any or all such records. This Agreement is subject to A.R.S. §§ 35-214 and -215.

23. Amendments.

Any amendments to or modifications of this Agreement must be executed in writing in accordance with the provisions of this Agreement.

24. Mutual Cooperation.

In the event of a disagreement between the parties with regard to the terms, provisions and requirements of this Agreement or in the event of the occurrence of any circumstances bearing upon or affecting this Agreement, parties hereby agree to mutually cooperate in order to resolve the said disagreement or deal with the said circumstance.

25. Arbitration.

To the extent required by A.R.S. § 12-1518(B) and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by City/Town relating to the issues outlined in Section 17 of this Agreement is not considered to be a dispute arising out of this Agreement.

26. Implementation.

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his representative and the Mayor his/her designee, or another party with designated authority pursuant to applicable law or City/Town charter on behalf of City/Town.

27. Limitations.

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

28. Duration.

- 28.1 The term of this Agreement shall be from July 1, 2015 through June 30, 2016. This Agreement shall automatically be renewed for successive one year terms thereafter unless either party shall terminate this Agreement by notice, in writing, no later than sixty calendar days prior to the expiration of the term then in effect.

- 28.2 If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty calendar days' notice to the other party. The termination will become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.
- 28.3 Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this contract upon such terms and at such time as is mutually agreeable to them.
- 28.4 Any notice of termination shall be mailed and served on the other party in accordance with Section 19 of this Agreement.
- 28.5 During the term of this Agreement, the terms and conditions of this Agreement will undergo an annual review to be completed no later than March 1st of each year. The review will be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

29. Choice of Law.

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.

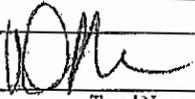
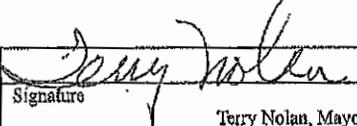
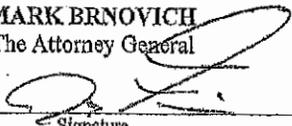
30. Entire Agreement.

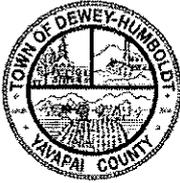
This document, including other documents referred herein, and any approved subcontracts, amendments and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.

31. Signature Authority.

- 31.1 By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.

31.2 This Intergovernmental Agreement may be executed in counterpart.

Signature  Date <u>8/4/15</u>	Signature  Date <u>7/7/15</u>
Typed Name and Title <u>David Raber, Director</u>	Typed Name and Title <u>Town of Dewey-Humboldt</u>
Entity Name <u>Arizona Department of Revenue</u>	Entity Name <u>PO Box 69</u>
Address <u>1600 W. Monroe</u>	Address <u>Humboldt, AZ 86329</u>
City State Zip <u>Phoenix AZ 85007</u>	City State Zip <u>Humboldt, AZ 86329</u>
RESERVED FOR THE ATTORNEY GENERAL:	RESERVED FOR CITY/TOWN ATTORNEY:
<p>This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General.</p> <p>MARK BRNOVICH The Attorney General</p>  Signature Assistant Attorney General	<p>APPROVED AS TO FORM AND AUTHORITY:</p> <p>BY:  CITY/TOWN ATTORNEY</p> <p>Date: <u>7-15-15</u></p>
Date: <u>8/4/15</u>	



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: next available

Date of Request: 7.21.16

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):

Schedule a presentation by Alvin Stump of ADOT

Purpose and Background Information (Detail of requested action). Regarding
ongoing / future ADOT projects relative to D-H and the speeding and speed signs etc
discussion items brought forth at our last Town Council Meeting.

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: _____

Type of Presentation: verbal, visual, informational

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

Contact Person: CM. Arlene Alen

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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COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: next available

Date of Request: 7.21.16

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):

Schedule a presentation by Vincent Gallegos, CYMPO Transportation Planner

Purpose and Background Information (Detail of requested action). Regarding
Distracted Driver Campaign.

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: _____

Type of Presentation: verbal, visual, informational

Special Equipment needed: Laptop Remote Microphone

Overhead Projector Other: _____

Contact Person: CM. Arlene Alen

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.