

STUDY SESSION MEETING NOTICE
TOWN COUNCIL OF DEWEY-HUMBOLDT
Tuesday, May 8, 2012, 2:00 P.M.

COUNCIL STUDY SESSION
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. Roll Call.

2.1 Town Council. Town Council Members John Dibble, David Hiles, Dennis Repan, Denise Rogers, Nancy Wright; Vice Mayor Mark McBrady; and Mayor Terry Nolan.

Page 3. **3. Study Agenda.** Legal action can be taken.

3 **3.1. Sheriff's Department Intergovernmental Agreement.** Discussion and possible action.

13 **3.2. Kachina Place road improvement discussion (continued from April 17th meeting).**
Discussion and possible direction.

21 **3.3. Time Capsule Idea. Type of capsule, what to go in it, how much to spend and where to place it.** Discussion and possible action.

4. Comments from the Public. The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. At the conclusion of Comments from the Public, Council members may respond to criticism made by those who have addressed the public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Council members are forbidden by law from discussing or taking legal action on matters raised during the Comments from the Public unless the matters are properly noticed for discussion and legal action. The total time for Comments from the Public is **20** minutes. No time limit is imposed on individuals within this total. The audience is asked to please be courteous and silent while others are speaking.

5. Adjourn.

For Your Information:

Next Town Council Regular Meeting: Tuesday, May 15, 2012, at 6:30 p.m.

Next Planning & Zoning Commission Meeting: Thursday, June 7, 2012, at 6:00 p.m.

Next Town Council Study Session Meeting: Tuesday, June 12, 2012, 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 _____, 2012, 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.



YAVAPAI COUNTY SHERIFF'S OFFICE

"Serving Since 1864"

*Scott Mascher
Sheriff*

To: Town of Dewey - Humboldt

From: Yavapai County Sheriff's Office

For: Review / Approval

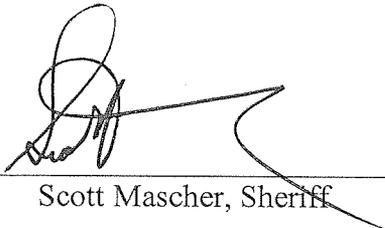
Ref: 2012/2013 IGA

Date: March 20, 2012

Section 3 of the current Intergovernmental Agreement between the Town of Dewey-Humboldt and Yavapai County provides for an automatic renewal if the contract cost does not exceed a 5% increase in any one year. Attached is the 2012/2013 payment worksheet (attachment 3) which reflects a 1.24% increase. This falls within the guidelines provided in the IGA and therefore the contract shall be considered automatically renewed for 2012/2013.

Attachment 3 provides the breakdown of actual cost which totals \$356,116 for 2012/2013. Payments should be made in accordance to Section 3 of the IGA; Town agrees to pay the annual sum of Three Hundred Fifty Six Thousand One Hundred Sixteen Dollars (\$356,116) (the "Payment"). Payment shall be made in twelve (12) equal installments of Twenty Nine Thousand Six Hundred Seventy Six Dollars and Thirty Three Cents (\$29,676.33), with each installment to be due and payable no later than the fifth (5th) day of each month during the effective term of this Agreement.

The total amount of the contract shall reflect the only change. All remaining terms and conditions shall remain the same.



Scott Mascher, Sheriff

Terry Nolan, Mayor

Date: 3-28-12

Date: _____

After recording, please return to:
Clerk of the Board
Yavapai County
1015 Fair Street
Prescott, AZ 86305



**INTERGOVERNMENTAL AGREEMENT
TOWN OF DEWEY-HUMBOLDT/YAVAPAI COUNTY
LAW ENFORCEMENT SERVICES**

This Agreement is entered into this ___ day of _____ 2012, by and between the Town of Dewey-Humboldt, an Arizona municipal corporation (hereinafter the "Town"), and Yavapai County, a political subdivision of the State of Arizona (hereinafter the "County").

RECITALS

WHEREAS, the County, through the Yavapai County Sheriff's Office (hereinafter, the "Sheriff's Office"), provides law enforcement services in the unincorporated areas of Yavapai County, including the areas surrounding the corporate boundaries of the Town;

WHEREAS, the Town wishes to provide for enhanced law enforcement services in order to protect persons and property within its municipal boundaries;

WHEREAS, the parties have determined that an Agreement whereby the Sheriff's Office provides enhanced law enforcement services within the Town's corporate limits will allow the Town to better protect persons and property within its municipal boundaries in a cost-effective manner; and

WHEREAS, the parties are authorized pursuant to ARS §11-952 to enter into agreements for joint or cooperative action:

NOW, THEREFORE, the parties agree as follows.

1. **Enhanced Law Enforcement Services.** For the consideration to be paid by the Town as specified herein, the County, through its Sheriff's Office, agrees to the following:
 - a. To continue providing three (3) full-time Deputy Sheriff positions during the initial term of this Agreement and any renewals thereof for the purpose of providing the enhanced law enforcement services as described herein.
 - b. To assign an additional patrol officer position to Sheriff's Patrol Sector 1 (as identified in *Attachment 1* to this Agreement) on a daily basis during the 6 A.M. – 4 P.M. shift and the 4 P.M. – 2 A.M. shift to respond to calls originating from within the Town's corporate limits.
 - c. To assign a patrol officer position within the area constituting Sheriff's Patrol Sectors 1, 2, and 3 (as identified in *Attachment 1* to this Agreement) as needed on a daily basis between the hours of 2 A.M. and 6 A.M. to respond to calls originating from within the Town's corporate limits.
 - d. To provide the subject services in accord with the additional terms and conditions as specified in *Attachment 2* to this Agreement.

- e. To be responsible, except as expressly provided herein, for all payment of all costs of providing enhanced law enforcement services pursuant to this Agreement including, but not limited to cost for personnel salaries benefits, support services, capital equipment and facilities, supplies and vehicle operating costs.
2. **Enhanced Service Standards.** With respect to the County's obligation to provide enhanced law enforcement services pursuant to this Agreement, the parties understand and agree:
 - a. That the County's obligation to provide enhanced law enforcement services is expressly limited to the continuation of the Deputy positions, the deployment of personnel in the manner provided herein subject to the additional terms and conditions as set forth in *Attachment 2* to this Agreement.
 - b. That, by agreeing to provide enhanced law enforcement services, the County does not warrant or guarantee a specific response time for calls originating from within the Town's corporate limits.
 - c. That officers assigned to patrol sectors pursuant to this Agreement may, at times, be required to respond to higher-priority calls originating outside the Town's corporate limits and may, under those circumstances, be required to delay response to calls originating from within the Town's corporate limits.
 3. **Payment for Enhanced Services.** In consideration for the County's agreement to provide enhanced law enforcement services as described herein and the Ancillary and Support Services as set forth in *Attachment 2*, the Town agrees to pay the annual sum of Three Hundred Fifty Six Thousand One Hundred Sixteen Dollars (\$356,116) (the "Payment"). Payment shall be made in twelve (12) equal installments of Twenty Nine Thousand Six Hundred Seventy Six Dollars and Thirty Three Cents (\$29,676.33), with each installment to be due and payable no later than the fifth (5th) day of each month during the effective term of this Agreement. The amount of this Payment may be administratively adjusted in writing as of the anniversary date of the Agreement in any extension year (as outlined in § 5) without further action of the legislative bodies of the parties, for only so long as the change in Payment does not exceed five percent (5%) in any one (1) year and for so long as neither party unilaterally demands a change in the Scope of Services. For subsequent renewals pursuant to Section 5 of this Agreement, the County shall annually calculate the amount to be paid by the Town for the proposed renewal term, using the payment worksheet attached hereto as *Attachment 3*. The worksheet shall be provided to the Town no less than one hundred twenty (120) days prior to the effective date of said renewal. In the event the proposed payment increase does not exceed five percent (5%) over the current payment, the agreement shall be deemed automatically renewed of the amount of the proposed payment. In the event that the proposed payment increase exceeds five percent (5%) the Agreement may be renewed for a payment amount as agreed by the parties.
 4. **Local Facilities.** The Town shall provide space within or near Town offices that will allow Sheriff's personnel to prepare and file reports, maintain records as needed and to meet as required with citizens and Town staff.

5. **Term of Agreement; Records.** The term of this agreement shall commence on July 1, 2012 and shall terminate on June 30, 2013, unless automatically extended as follows. It shall thereafter be deemed renewed for up to five (5) successive one-year terms unless written notice of intent not to renew is given by either party to the other party no less than one hundred twenty (120) days prior to the expiration of the then-current term. Both parties will have access to the other party's records with respect to this Agreement for the period of three (3) years following the termination of this Agreement.
6. **Indemnification and Insurance.** The County shall save, hold harmless and indemnify the Town, its officers, employees or agents from claims, damages or other losses arising from the negligent acts or omissions of the County, its officers, employees or agents pursuant to this Agreement. The County shall obtain and maintain general liability insurance in such amounts as may be required to protect itself and the Town from claims, damages or other losses as described in this Section and shall designate the Town as an additional insured on said policies of insurance with respect to such claims, damages or losses.
7. **Severability.** The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.
8. **Applicable Law.** The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona.
9. **Termination for Breach.** In the event of a breach of any term or condition of this Agreement by either Party the Party claiming breach shall provide written notice to the other Party said notice setting forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) days of receipt of notice, the Party claiming breach may terminate this Agreement without further notice.
10. **Disputes; Trial by Court.** The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.
11. **Disputes; Attorney Fees.** The Parties expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.
12. **Entire Agreement.** This Intergovernmental Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and it may only be amended, modified or waived by a written instrument signed by the authorized agents or the parties hereto.
13. **Notices.** Notices relating to this Intergovernmental Agreement shall be deemed to have been delivered upon personal delivery, or as of the second business day after mailing by United States postage prepaid, addressed as follows:

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

Yavapai County: Yavapai County
County Administrator
1015 Fair Street
Prescott, AZ 86305

With copy to: Yavapai County Sheriff
255 East Gurley Street
Prescott, AZ 86301

These addresses may be changed by either party by giving notice in writing. Such changes shall be deemed to have been effectively noticed five (5) calendar days after being mailed to each party by the party changing the address.

14. **Recording.** This Agreement shall be recorded in the Office of the Yavapai County Recorder upon its proper approval and execution by the authorized representatives of both parties, pursuant to ARS §11-952(G), and shall become effective upon such recordation.
15. **Conflict of Interest.** This Agreement is subject to the ARS §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.
16. **Employees.** The employees of one party hereto will not for any reason be considered employees of the other party.
17. **Disposition of shared assets.** Upon termination of this Agreement, any personal property acquired pursuant to this Agreement will become the property of the County, and any real property acquired pursuant to this Agreement will become the property of the Town.

APPROVALS

YAVAPAI COUNTY

TOWN OF DEWEY-HUMBOLDT

Thomas Thurman, Chair of the Board

Terry Nolan, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Julie Ayers, Clerk of the Board

Judy Morgan, Town Clerk

Date: _____

Date: _____

ACCEPTANCE AND CONCURRENCE:

Scott Mascher, Sheriff

Date: _____

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned Deputy County Attorney, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the County of Yavapai.

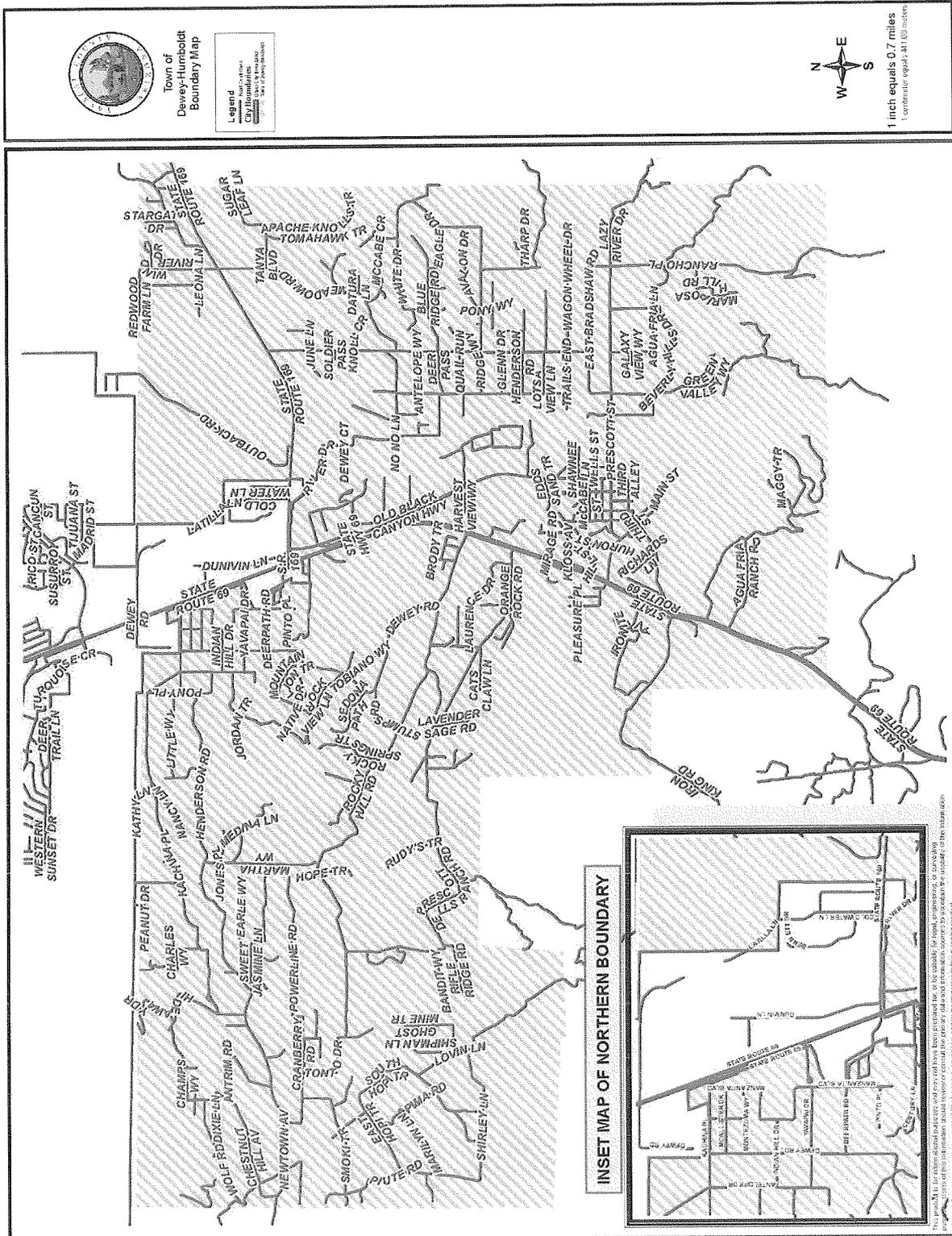
Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Dewey-Humboldt, who has determined that the agreement is in proper form and is within the powers and authority under the laws of this State to the Town of Dewey-Humboldt.

David S. Hunt, Deputy County Attorney

Susan Goodwin, Town Attorney

D/H SO IGA FY2011

Yavapai County Sheriff's Office -Patrol Zone Map



DEWEY-HUMBOLDT/YAVAPAI COUNTY IGA
SCOPE OF SERVICE

1. Ancillary Services.

In addition to the Sheriff's Patrol Services as specified in Section 1 of this Agreement, the County through the Yavapai County Sheriffs Office shall provide the following ancillary services:

- Canine unit
- SWAT team
- Mobile command post availability
- Animal Control Services
- Humane Society contracts
- VIP volunteer services
- Organizing Neighborhood Watch groups and conducting periodic Neighborhood Watch meetings.
- Organize Business Watch groups
- Perform security inspections for residences and businesses
- Facilitate "Community Advisory Partnership" meetings
- Organize or participate in community events with public safety displays or demonstrations to educate on drug awareness, burglary and theft prevention, personal safety and others.

It is understood that the specified ancillary services shall be provided at the levels which have been provided to Sheriffs Office Patrol Area 1 prior to the execution of this Agreement and are not subject to enhancement unless expressly provided herein.

2. Support Services.

In addition to the Sheriff's Patrol Service and Ancillary Services as provided in this Agreement or attachments thereto, the County, through the Yavapai County Sheriff's Office shall provide the following support services as needed to support the Patrol and Ancillary Services at the levels specified herein:

- Sergeant supervision
- Crime investigations
- Dispatch services.
- Clerical services and supplies
- Patrol vehicles to include payment of all costs of operation.

Town of Dewey-Humboldt
Fiscal year 2012-2013

Maintain status quo

FY12/2013 *\$4,419 increase* - \$356,116 FY 11/12 contracted cost \$351,697

Annual Personnel Costs **\$651 increase per deputy**

\$48,724	Average Deputy Salary (62-16)
\$ 960	Uniform Allowance
\$ 3,801	FICA (Social Security and Medicare (7.65%))
\$11,348	Retirement (22.84%)
\$ 7,920	Health Insurance
<u>\$ 1,590</u>	Worker's Comp (3.2%)
\$74,343	Total Salary + Employee Related Expenses (EREs)

Annual vehicle Costs **\$514 increase per vehicle**

Through experience and past studies, a Dewey-Humboldt Deputy drives approximately 40 miles per shift. There are two shifts covered each day for a total mileage of 80 miles per day for two shifts.

12/2013 \$25.33/day + \$0.24/mile 11/12 \$23.92 + \$0.24/mile

\$25.33/day x 365 days/year = \$9,245/year
 \$0.24/mile x 80 miles/day x 365 days/year = \$7,008/year
 \$9,245 + \$7,008 = \$16,253

\$16,253 Total Annual Vehicle Cost

Administrative Costs

Administrative Costs equal 15% of personnel costs

Personnel Costs

YCSO is contracted to dedicate 1 Deputy Sheriff to the Town of Dewey-Humboldt for 20 hours per day between the hours of 6:00 AM and 2:00 AM daily.

20 hrs/day x 7 days/week = 140 hours/week

140hrs / wk
===== 3.5 deputies
40hrs / deputy / wk

\$74,343 x 3.5 deputies = \$260,201

- Vehicle Costs

\$16,253x 3.5 deputies = \$56,886

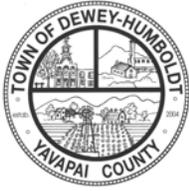
- Administrative Costs

15% of Salaries

\$260,201 x 15% = \$39,030

- Total Cost

\$260,201 + \$56,885+ \$39,030 = \$356,116



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

TOWN COUNCIL WORK SESSION MEETING
May 8, 2012 – 2:00pm Town Council Meeting Chambers

Ref: Agenda Item # 3.2. Kachina Pl. issue clarification (continued from April 17's discussion)
To: Mayor and Town Council Members
From: Yvonne Kimball, Town Manager

Date submitted: May 2, 2012

Agenda Item: Kachina Place issue clarification. Discussion and possible direction.

Recommended action: Direct staff to move forward with road improvement.

Summary: This is a continuation of your discussion at April 17's regular meeting. This subject was discussed a couple of other times in 2011.

It appeared to be a confusing and involved matter. Attempting to sort out the confusions, I also had numerous discussions with the Kachina Pl. property owner group, staff (including the town attorneys) and some Council Members. The confusions and challenges appeared to be:

1. Ownership issue of the road way.
2. Consequences of improving the subject road way sections.
3. Operational issues for the improvement: it was originally under-budgeted; a choice of improvement options exists.

Here is my analysis of each item and my suggestions on what to do next:

1. Ownership issue:

Kachina Pl. is a publicly traveled roadway connecting Hwy 69 to road networks west of the Town. Two particular portions of Kachina Pl. are dirt roadways and in poor shape which require maintenance. It was discovered that these two particular portions were located on private properties. The official roadway portions are instead utilized by private property owners for residential uses such as a well and well-house and a structure (see attached area map). Thereby, the road was decided not to be fixed until the ownership issue is resolved.

The quest for a resolution began in 1999 when Yavapai County was made aware of the issue. The Town of Dewey-Humboldt incorporated in 2004 and continued the endeavor.

Upon a great deal of effort by both the Town and Kachina Pl.'s residents, a solution of transferring the privately owned road sections to the Town through an easement approach was undertaken: affected property owners agreed to designate the affected portions of their properties as a right of way (ROW) easement to the Town so that the Town "may construct roadway and/or utility facilities in the Easement and shall be and remain responsible for the construction, operation, maintenance and repair of any facilities constructed..." (quoted from

the easement document). The current Town Attorneys have examined the seven total signed easement agreements (from property owners: Banks, Irwin, Norris, Sortino, Bensinger, Kaiser and Vaughan). The Town Clerk verified that six of the easements have been recorded by the County office. The last piece was received recently and awaits to be recorded.

Under this approach, the ownership of the "ROW" easements still belong to private property owners; but (according to the current Town Attorneys) the roadway is a public road by its use. Therefore, in the attorneys' opinion, the Town can improve it utilizing public funds.

2. Consequences of improving the affected roadway:

If the Town improves the relevant roadway sections along Kachina Pl., it would most definitely be used as a precedent for future private road issues. It would be a political decision whether to and how to separate this Kachina Pl. issue from other private road related issues.

I believe that the Kachina Pl. solution is unique in that: past Councils assured Kachina Pl.'s property owners with roadway improvement once the Town could claim the questionable portions "public"; the owners have also undergone a great deal of effort and some financial burden to comply with the "ROW" requirement during the last decade; finally, the owners agreed to give away some property privileges in exchange for the road improvement and future maintenance.

3. Operational issues:

\$40,000 was budgeted for improvement of the dirt sections in FY 11-12's budget. It was also budgeted in FY 10-11's budget as well, but not spent. The intent was to improve the dirt roadway sections. Current estimated costs for improvement range from \$45,500 to \$70,000; dependent on the different paving options*.

An additional paving option was put forth by staff at April 17's meeting. We believe that the most optimal option is to double chip seal the dirt roadway sections (approximately 1650 ft long) and single chip over the paved section in between (approximately 2100 ft long). Staff estimated total cost is \$63,153. Under this option, a longer road section will be improved and the integrity of the road will be maintained. Due to the short distance of the dirt roadway sections and a medium range traffic volume, a lower quality of improvement (double chip seal instead of asphalt) should sustain for a long time.

Several options can resolve the original under budgeted amount. I list two for your consideration: handle the project in two budget years - current and upcoming or completely re-budget for FY 2012-2013; Council can also authorize using the contingency fund at anytime to handle the difference.

**The original improvement options were:*

- 1) 2.5" A.C. over 6" A.B.C. The engineer estimated cost was \$66,700.
- 2) 3" A.C. over 4" A.B.C. The estimated cost was \$70,000.
- 3) Double chip seal over 8" lime based A.B.C. The estimated cost would be \$55,600.
- 4) Double chip seal over 3" A.B.C. Town staff estimated the cost to be \$45,550 (Town's past road improvement standard and practice)

Attachments: Kachina Place subject area map, staff recommended improvement option, blank easement agreement

4. Next steps:

It appears that the Kachina Pl. road issue can be resolved legitimately through the easement approach. If the Council decides to proceed with improvement which I recommend you do, we have the following to do:

First, we need to record the last easement consent at County offices. Then, I suggest the Town abandon the official "roadway" sections that are located on private properties in order to avoid unnecessary liability. I also suggest a resolution developed by the attorney particular to Kachina Pl. to rectify all terms discussed. Finally, project design / bid for construction (staff recommends the newest option at an estimated cost of \$63,153).

Kachina Rd existing A.C.

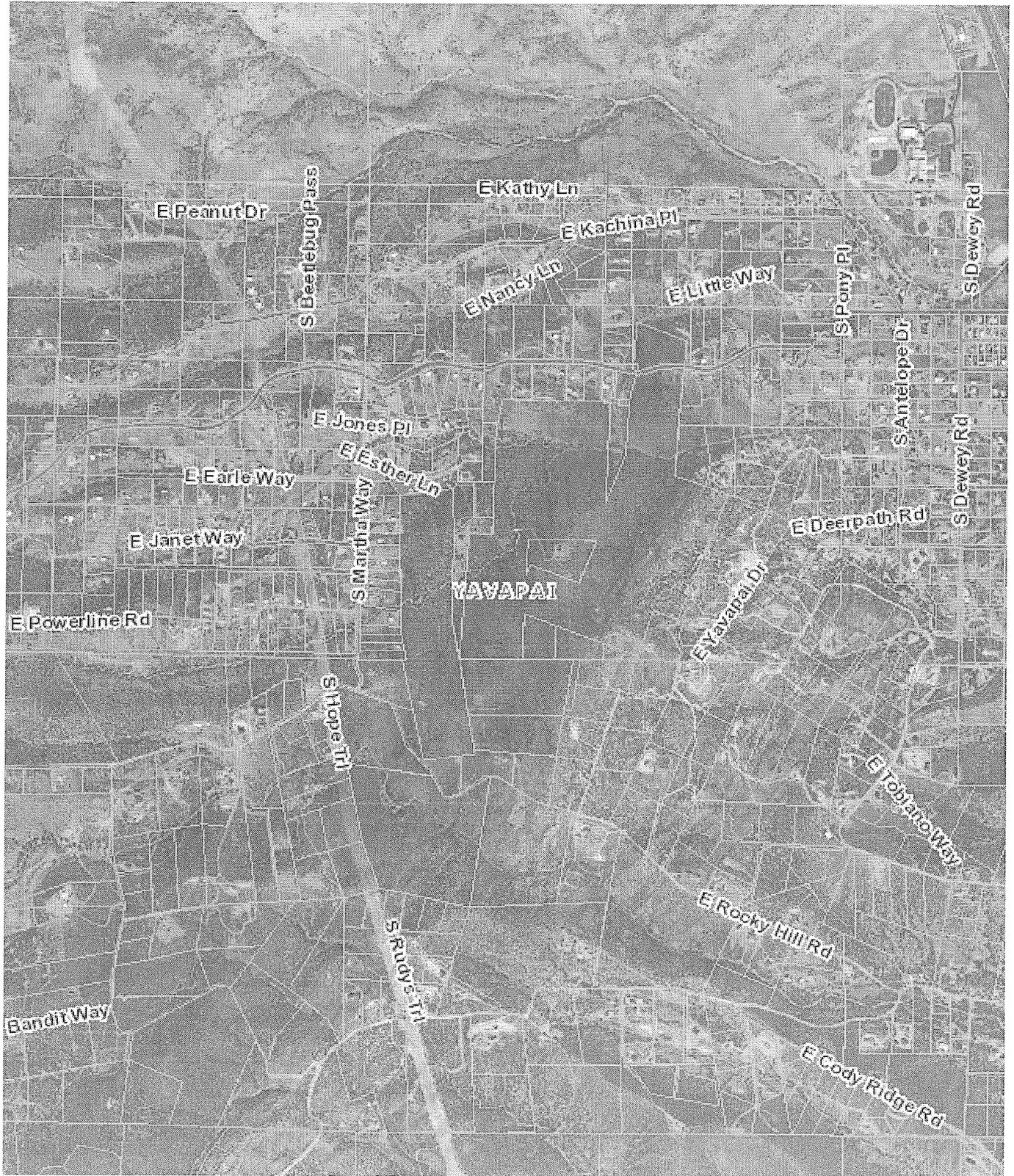
Existing Chip Seal - Possible Single Chip Overlay

Dirt needs Paved/Sealed.

Kachina expanded



Kachina large.



Kachina Place Right of Way
Proposed Cost Estimates
Double Chip Seal Over 6" Lime Based ABC

04/16/2012

Item No.	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	LS	\$3,000.00	\$3,000.00
2	Geotechnical Testing	1	Ls	\$2,500.00	\$2,500.00
3	Allowance for Extra work	1	LS	\$3,000.00	\$3,000.00
4	storm water pollution Prevention	1	LS	\$2,000.00	\$2,000.00
5	Traffic Controll	1	LS	\$3,000.00	\$3,000.00
6	Double Chipseal per Mag.Detail App B	3600	SY	\$3.50	\$12,600.00
7	Fog Seal Per Mag Section 333	3600	SY	\$0.25	\$ 900.00
8	6" Lime based ABC Per Mag spec. 301.1	3900	SY	\$4.00	\$ 15,600.00
9	Shoulder and ditch grading	3200	LS	\$2,000.00	\$ 2,000.00
10	Double Yellow Centerline stripe	1600	LF	\$0.50	\$ 800.00
11	18"Grouted RipRap Per Mag Sect.220	100	SY	\$60.00	\$ 6,000.00
12	TOTAL				\$51,400.00
13	Add alternate of Single Chip over Existing(between) the New. Mag.Sec330	4435	SY	\$2.65	\$ 11,753.00
	Base Bid with the addon.				\$ 63,153.00

When recorded, mail to

TOWN OF DEWEY-HUMBOLDT
TOWN CLERK OFFICE
P.O. Box 69
Humboldt, Arizona 86329

Exempt from filling fee pursuant to ARS § 11-1134(A)(3).

Easement

FOR THE CONSIDERATION of Five Dollars (\$5.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereinafter collectively designated the Grantor, hereby grants an easement for public roadway and utilities purposes to the TOWN OF DEWEY-HUMBOLDT, ARIZONA, an Arizona municipality, hereinafter designated the Grantee, in, on, over, under, across, above and through the following real property situated in Yavapai County, Arizona, which shall be referred to as the Easement:

The south 30 feet of the NW1/4 SW1/4 NE1/4 of Section 5, Township 13 North, Range 1 East of the Gila and Salt River Base and Meridian, also known as Parcel III, Book 3717, Page 532, Yavapai County Recorder's Office.

The Grantee shall have all rights and privileges necessary or convenient for the full use and enjoyment of the Easement, servitude and privileges herein granted for the purposes herein described.

Grantee may construct roadway and/or utility facilities in the Easement and shall be and remain responsible for the construction, operation, maintenance and repair of any facilities constructed by Grantee. Grantor shall have no responsibility or liability in such construction, operation, maintenance or repair. Grantee, for itself and its successors and assigns shall hold harmless, indemnify and defend Grantor, its successors and assigns, against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury to persons, including, but not limited to death, or damage to property, arising out of the use by Grantee or the general public of the easement.

Grantor shall not install any structure in the Easement without written agreement of Grantee. Grantor shall not interfere with Grantee's use of the Easement. In the event Grantor installs any structure on the Easement or otherwise interferes with Grantee's or the general public's use of the Easement, upon receipt of written notice from Grantee, Grantor shall remove any such structure or interference at its expense within five (5) days of such notice. If Grantor fails to remove the structure or interference, Grantee may remove the structure or interference and Grantor shall pay the cost of such removal within ten (10) days of receipt of an invoice from Grantee for such costs.

This Easement constitutes a covenant running with the land for the benefit of the Grantee, its successors and assigns.

DATED this _____ day of _____, 2012.

4/24/2012 9:55:00 PM

Items ready for new Prescott time capsule

Cindy Barks
The Daily Courier

PRESCOTT - For Prescottonians of 2062, the city's updated time capsule will offer not only a view of local life in 2012; it also will cast light on progress throughout the late 20th and early 21st centuries.

Contents of the new time capsule are now ready to be placed in the copper container that local residents first filled in 1962.

Back then, city officials included many of the technological advances of the day: a transistor radio, a princess-style telephone, and a tape recorder.

Prescott Preservation Specialist Cat Moody, who has helped to coordinate the new items for the capsule, said the resealed box would include an assortment of the items from 1962, along with the current contents.

As much as possible, Moody said, she and other capsule organizers tried to follow the lead of the 1962 officials.

"We have a lot of the same (types of) items," Moody said.

For instance, the capsule will include letters from Prescott Mayor Marlin Kuykendall and other City Council members - similar to the letters in the 1962 box.

In addition, the contents will feature contributions from local businesses. Among the business offerings from 50 years ago were new-car brochures from local auto dealers, which Moody said provided a look at the lifestyles of the day. For a view of changing tastes, the new contents will include auto brochures from today.

The capsule also will feature a number of modern-day technologies - including a cellphone and an iPod - which will allow 2062 residents to compare technologies of 1962 and 2012.

Lending further historic perspective are contributions of books and posters from local museums, copies of The Daily Courier, and letters from the people who bought pavers on the "Centennial Circle" at Prescott City Hall.

While the 1962 capsule had little or no reference to local colleges or universities, Moody pointed out that several institutions of higher learning have since flourished in Prescott. The new capsule will include a number of their contributions.



Les Stukenberg/The Daily Courier
Capsule organizers followed the lead of 1962 officials in choosing items representing current technology and culture.

To ensure that the time capsule will be opened as planned on Arizona's 150th birthday on Feb. 14, 2062, the city appointed a group of "Sesquicentennians" - young people with ties to the community who have agreed to be responsible for the capsule.

Along with that commitment, Moody said the Sesquicentennians also were active in determining the new contents for the capsule.

"Most of them contributed something," Moody said of the 15 Sesquicentennians, noting the contributions were "things current in their culture."

The cellphone and iPod both came from Sesquicentennians, Moody said, as did a number of photographs, letters, and current magazines.

The next step for the time capsule is a "capsule-closing" presentation on the [Prescott City Council's](#) May 1 meeting agenda. Moody expects the Sesquicentennians to be on hand at the meeting to sign a document pledging to return to Prescott in 50 years to open the time capsule.

That document will be the last item to go in the capsule before it is soldered shut and enclosed at city hall.

The City Council appointed the Sesquicentennians this past January based on essays that the young people wrote about Prescott. The local Writers Guild chose the top essays.

Along with the essay winners, the Sesquicentennian group also includes recommendations from the group of "Centennians" - children of the 1960s who were appointed to open the original time capsule for Arizona's Centennial. That opening occurred Feb. 14, 2012, during a program at the Elks Opera House.

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Signed and sealed

'Sesquicentennians' help to seal time capsule for 2062

Cindy Barks
The Daily Courier

PRESCOTT - They will be in their late 50s and early 60s when a group of local young people next sees the contents of the city's new time capsule.

In a capsule-closing ceremony at Tuesday's Prescott City Council meeting, the city sealed the copper box that holds mementos from two eras: the early 1960s, when the original time capsule was filled; and the 2010s, the decade of the group of children charged with opening the capsule.



Cindy Barks/Daily Courier
Sesquicentennian Kyra Bryce signs a document pledging to attend a Feb. 14, 2062 time capsule-opening ceremony, as the other Sesquicentennians and members of the Prescott City Council look on.

Building on the tradition that Prescott residents began in 1962, the city again packed a time capsule with items that characterize the community.

Hundreds of people watched this past Feb. 14, when the contents of the original box were revealed during an Arizona Centennial celebration at the Elks Opera House.

The city had earlier chosen 15 young people with strong community ties to be on hand on Feb. 14, 2062 to open the new capsule.

Called Sesquicentennians, the group is the next generation of the Centennians - children of the 1960s who agreed to open the earlier capsule.

Most of the Sesquicentennians attended this week's council meeting to put their final signatures on a document committing them to return for the capsule-opening event during the celebration for the 150th anniversary of Arizona's statehood.

While most of the contents of the original time capsule will go to [Sharlot Hall Museum](#), Prescott Preservation Specialist Cat Moody said each of the Centennians chose an item from the 1960s to go back in the box.

In addition, the Sesquicentennians contributed items to illustrate current-day Prescott, and Moody asked local organizations and businesses to contribute as well.

Moody pointed out that the 2062 capsule opening would be an event that the Sesquicentennians could look forward to for decades.

"What a special group of kids this is," Moody said of the Sesquicentennians. "How many people can say they have a date with the future in 50 years from now?"

Among the group of Sesquicentennians are a number of children chosen by the original Centennians, as well as others who won an essay contest on Prescott.

The list of Sesquicentennians includes: Tayhlar Tenney, Colin Hicks, Emily Robbins, Rhia Alvarez, Britny Bunger, Ava Tambaugh, Denali Skinner, Karissa Merrell, Hanna Voevodsky, Cameron Tews, Kyra Bryce, Sydney DeMoss, Emily McMahon, Emily Hobson, and Clay Gross.