

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

Tuesday, June 20, 2017, 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 Jack Hamilton, John Hughes, Amy Timmons, Doug Treadway, Victoria Wendt; Vice Mayor Mark McBrady; 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. Meeting with the Bureau of Land Management regarding the right of way through BLM property in the lower Blue Hills area for emergency access purposes.

6. Consent Agenda.

6.1. Minutes. Minutes from the April 25, 2017 Special Budget Meeting and May 2, 2017 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.

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

8.1. **Consideration to enter into an Agreement or a Memorandum of Understanding (MOU) with the Prescott Area Wildland Urban Interface Commission (PAWUIC) for a defensible space grant.** [continued from the May 2nd meeting]

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8.2. **Discussion and possible adoption of Ordinance 17-135 Amending Town Code Section 31.17(D) Appointment for Boards, Committees and Commissions, deleting the requirement for Background Check on and interviews with appointees.** [Directed by Council to bring back for adoption at June 6, 2017 meeting]

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

41

9.1. **Intergovernmental Agreement (IGA) with Yavapai County Library District for the Dewey-Humboldt Library services.** Possible rejection, adoption or modification of the agreement.

61

9.2. **Accountability contracts with Mayer Area Meals on Wheels (MAMOW) for Town's financial support, and with Dewey Humboldt Historical Society (DHHS) for the Museum rent and the Agua Fria Festival.** Possible rejection, adoption or modification of the agreements.

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9.3. **Discussion and possible adoption of a Code of Ethics for members of the Town Council and Town Boards, Committees and Commissions by ordinance or resolution** [Directed by Council at May 9, 2017 meeting]

a. **Adoption of Resolution No. 17-126** Establishing a Code of Ethics for Public Officials **OR**

b. **Adoption of Ordinance No. 17-136** Adopting by reference new *Chapter 35 Public Officials Code of Ethics* related to standards of ethics and conduct by the Mayor and Council members and Members of Boards, Commissions and Committees of the Town.

85

9.4. **Administrative Regulations concerning Sick Leave: AR 15-01 Employee Benefits amendments and AR 17-01 Employee Sick Leave.** Possible approval of the Regulations.

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9.5. **Open Meeting Law Discussion and Training.**

9.5.1. **Discussion of Letter of Concern dated May 19, 2017 received from Arizona Attorney General's office related to complaint of open meeting law violation – February 21, 2017 and March 21, 2017 meetings.**

9.5.2. **Open meeting law training by Town Attorney pursuant to Letter of Concern dated May 19, 2017.**

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9.6. **Discussion and possible action regarding the Building Lease extension with Community Action Program (CAP) for Dewey-Humboldt Town Library located at 2735 S. Corral St., Dewey-Humboldt.**

9.6.1. **Recess into and hold an Executive Session** pursuant to A.R.S. 38-431.03(A)(7) for discussion and consultation with designated representatives of the Town in order to consider

its position and instruct its representatives regarding the real estate property lease for the Town Library located at 2735 S. Corral St., Dewey-Humboldt, Arizona (APN 402-09-030C).

9.6.2. Reconvene Regular Meeting.

10. Public Hearing Agenda.

THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.

11. Adjourn.

For Your Information:

Next Town Council Meeting: Tuesday, July 18, 2017, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, July 6, 2017, at 6:00 p.m.

Next Town Council Work Session: Tuesday, July 11, 2017, 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 _____, 2017, at ____ p.m. in accordance with the statement filed by the Town of Dewey-Humboldt with the Town Clerk, Town of Dewey-Humboldt. By: _____, Town Clerk's Office.

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

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**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
APRIL 25, 2017, 9:00 A.M.**

A STUDY SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, APRIL 25, 2017, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** Mayor Nolan called the meeting to order at 9:08 a.m.
2. **Roll Call.** Town Council Members Jack Hamilton, John Hughes, Amy Timmons, Doug Treadway, Victoria Wendt; Vice Mayor Mark McBrady; and Mayor Terry Nolan were present.
3. **Special Session for FY2017-18 Budget Deliberation – Meeting #1 – Budget worksheet overview.** Legal Action can be taken. Council deliberation and possible action to modify Preliminary Budget content.
 - 3.1. **Review of Preliminary Budget by Funds and Departments (General Fund – Revenues, Expenditures: Town Council and Management, Town Clerk, Finance, Legal, IT, Magistrate Court, Public Safety, Engineering, Public Works, and Community Development, non-Departmental; HURF – Revenues, Expenditures: Engineering, Public Works; Grant Fund).**

Mayor Nolan advised of the purpose of the meeting and the hope of finishing up by noon.

Town Manager (TM) Kimball gave an overview on the topic sharing that revenues look good. She explained that Pages 3 & 4 were summary sheets. TM Kimball offered to go line by line or however the Council wished. There was consensus not to go line by line, but to go over the summary first.

Community Outreach – Firewise

Councilmember Wendt inquired about including “Chipper Days” in the budget. TM Kimball explained that the Town is considering purchasing their own chipper, so it wasn’t necessary to add this to the budget. Councilmember Wendt just wanted to be sure it was included in the budget, as well as manpower.

Councilmember Wendt wanted to be sure that there were funds allowed according to acreage for the Firewise Community Outreach participation. Based on 801 citizens affected, she feels a \$1600 donation was appropriate. She questioned that there is only \$2000 in the budget and would this be enough to run the meetings. TM Kimball explained this line item was on Page 7 noted as GL 10-465-6950 – Community Outreach. Councilmember Hamilton recommended increasing this amount to \$3600. Councilmember Wendt stated that the 801 number included Foothills East with Blue Hills. TM Kimball reviewed what was included under Neighborhood Outreach: Museum - \$10,080; Agua Fria Festival - \$2,000; Mayer Meals on Wheels - \$4000; Dumpster Days - \$2000; Other Events - \$2,000.

There was discussion regarding the monthly Museum rent (\$840 per month), which was the amount the Museum was requesting. The Town currently pays \$700 toward that rent. Councilmember Wendt recommended the Town cover the monthly rent in full.

Councilmember Wendt asked what the \$20,000 water allowance was. TM Kimball explained that there was well water testing and the \$100 Drinking Water Improvement grant covered under this line item. The participation in these programs was not what was expected. There was consensus to eliminate these programs.

Councilmember Wendt asked about the reimbursement to the abatement companies, when will it be applied and how much would be needed to cover that item. This would be replenished as the grant is sent back to the Town. TM Kimball explained there were options available. She explained there was a grant program going on with Prescott Area Wildland Urban Interface Commission (PAWUIC) for defensible space. There is up to 90% reimbursement. The property owners can apply for grants and when they are reimbursed from PAWUIC, they reimburse the Town. Councilmember Hamilton spoke of taking this money from the contingency fund. TM Kimball spoke again of the options regarding this expense, Community Outreach, overrun contingency fund or the grant fund. Councilmember Hamilton just wanted to be sure it is covered in the budget. TM Kimball will bring more details regarding this program to another meeting.

Councilmember Wendt asked about the specifics of the line item for miscellaneous grants. TM Kimball explained that each municipality has an expenditure limitation. This fund covers any miscellaneous issues that may arise during the year. If an amount is not designated in the budget, than it cannot be accessed if a need arises.

Councilmember Hamilton questioned the Sheriff and Library contract numbers increase. TM Kimball explained that the YSCO contract is already agreed to and approved by Council at a previous meeting. She negotiated with the Library for a lower increase. There is a six-year agreement with the Library that is due now and she thinks the increase is reasonable.

Councilmember Hamilton spoke of liking to see a breakdown under HURF of the roads they are going to do this year. TM Kimball said this will happen. Today's details were more general, the next meeting will include the Public Works Director.

Councilmember Hamilton commended the Town Manager on removing the contingency fund from the budget and providing a truer figure of what they are spending.

Councilmember Wendt spoke of recently attending FEMA training and if there was a catastrophic event there needs to be enough in reserve to cover an event of this nature. TM Kimball spoke of an event at her previous employment and the need for a contingency fund. There is over \$3M in the cash contingency fund. The overrun contingency amount of \$200K was removed from the budget numbers, but it is still there. Councilmember Hamilton spoke of having enough reserve, what is taken in should be spent on the community assets. TM Kimball said the Town could decide to purchase property sometime during the year, so she does not want to make it \$0.

Mayer Area Meals on Wheels

Councilmember Timmons spoke of the MAMOW request for \$4K, but feels they may have an increased need. TM Kimball said that it is up to the Council to decide how much. There will be an accountability contract along with expectation for the money. Mayor Nolan recommended giving the \$4K they asked for.

Dewey-Humboldt Historical Society (DHHS) Museum

Councilmember Wendt spoke in support of totally funding the Museum rent. TM Kimball stated the actual rent is \$840 per month with the Town subsidizing \$700 per month. TM Kimball covered the full rent amount in the proposed budget. Councilmember Wendt recommends participating in the Agua Fria Festival, as well as paying the full rent amount. Councilmember Hamilton spoke of the Festival and rent being two separate things. There was confusion over the funds with TM Kimball clarifying that the proposed budget includes the full rent of \$840 per month and \$2K donation for the Agua Fria Festival. Council

Town Council Regular Meeting Minutes, April 25, 2017 clarified with Carl Marsee of DHHS that they could have a booth at no cost for the Town and Firewise. There was further discussion of supporting MAMOW. Mr. Marsee indicated he would check with the DHHS board.

TM Kimball commented that the Community Outreach budget comes in at \$33,680. There was also comment that the Dumpster Days budget was doubled as they are proposing to have two dump days the next fiscal year.

Dewey-Humboldt Library

Town Manager Kimball just received information yesterday that the Library lease is going to increase significantly. The building is rented from the Community Action Program under a six-year agreement and is currently \$1,012 per month. The lease expires this year and CAP is going to increase the lease up to an additional \$20,000 this year. There was Council discussion regarding the unexpected increase, reasons behind it, discussion of a previous request to pave the road to the library, comparisons of the proposed rent per square foot of the Library vs. Humboldt Station, moving the location, and the proposed Town Hall project including a Library.

Public Comment was taken

Carl Marsee spoke of working in Pasadena for the public works department. There were several people who wanted to turn private roads over to the city for maintenance. He felt this was an alternative for the Library-building owner in this situation.

There was further Council discussion regarding the paving request from the Library building owner.

TM Kimball adjusted the number from \$13,000 to \$32,400, which is a \$19,000 increase. There was Council discussion pondering the reason behind the increase and what the next steps of this process was. TM Kimball clarified that she and the Mayor met with J.W. Mitchell who is the Community Action Program President. The contract is up June 30, 2017. TM Kimball noted there would be less transfer of funds to HURF as a result of this increase.

Raise/Merit

Councilmember Hamilton inquired as to how much health care benefits increased. TM Kimball noted that the current monthly rate for healthcare per employee is \$668, which has increased to \$728. Councilmember Hamilton summarized this as \$60 more per month per employee. TM Kimball shared that the Town pays for 100% of the employee rates. Employee family benefits are paid by the employee. Councilmember Hamilton summarized that with the proposed 5% raise, the additional insurance premium would total 6%.

There was Council discussion regarding the proposed employee salary increase. Councilmember Hamilton spoke of the department heads such as the Town Clerk; Public Works Director; Finance, being more critical and the supportive employees not as critical.

Mayor Nolan spoke of employees without incentive, acquire training, and leave for other employment.

Councilmember Timmons spoke of working for a larger corporation with low employee turnover as they were compensated and awarded across the board. The employees were taken care of.

Councilmember Wendt spoke in support of across-the-board, equal salary increases.

Councilmember Hamilton spoke of being rewarded based on the responsibility of the position. He spoke of Council looking at the pay scale for the employees and adjusting according to the responsibility required. This could be done sometime in the future. The pay scales may need compensation for the responsibility added.

Councilmember Timmons asked if there is compensation for employees when they add education/skills or assume added tasks. TM Kimball spoke of the sensitivity of personnel and salaries. She noted the importance of teamwork and part of that is assuming additional duties as they arise. Councilmember Timmons assumed that when staff receive additional training they were rewarded. TM Kimball spoke of certain duties being covered under your salary and that extra training does not necessarily qualify a raise or reward. TM Kimball noted that most certification course expenses are paid by the Town. She noted that Staff are pulling their weight, not avoiding assumption of duties. Councilmember Timmons again noted that pay raises should be across the board. Anyone not deserving of a raise, should not be working here.

Mayor Nolan spoke of the cross-training that takes place in this office and that each employee is valuable. He spoke of the employees learning their positions and moving up when they are trained. He noted how many employees move on to other local municipalities. Mayor spoke of most areas receiving 10-12% increases. Mayor Nolan spoke in support of the 5% increase and paying the health insurance increase. He spoke of the importance of maintaining the current staff.

Councilmember Wendt asked if there were job descriptions. TM Kimball noted there were job descriptions for each position. Councilmember Wendt spoke in agreement with the Mayor on the 5% increase, assume the health care increase, and in the future look at analyzing the salary ranges.

Councilmember Treadway spoke of the value of investing in the employees as they are the most valuable asset. He spoke in support of reevaluating the pay scale and compare to other towns. He agreed with the 5% salary increase and noted the Town has lost some good employees.

Councilmember Timmons spoke of believing that employees are happy with their jobs, so she was not sure why the Town loses employees. She noted employees need to have something to look forward to each year would be more invested in their jobs.

TM Kimball reiterated that there are job descriptions and accompany pay scales. Some employees are at the top of their range. She would be able to send that to the Council Members. League of Cities calculates a COLA each year. This year that COLA figure was set at 2%, which is part of the proposed 5% increase. In actuality the merit portion is 3%.

Councilmember Treadway left the dais at 10:41 a.m.

Councilmember Hamilton spoke of employee salaries being 40% of the budget. He warned of not being able to lower salaries in times of economic downturn.

Councilmember Treadway returned to the dais at 10:43 a.m.

Councilmember Hughes spoke in support of the 5% salary increase this fiscal year, but agrees that in the future you need to look at responsibilities and pay scale adjustments. He spoke of growth justifying an increase in salaries.

Miscellaneous

TM Kimball noted that she included \$25,000 in the budget for a potential study with the General Plan update coming up. If you are going to use consultant they could cover the fees and salary study, as well.

There was discussion regarding the consulting necessity including General Plan, Fee Study, Salary Study, etc... whether there would be public participation, however, a community vote is not required. There was further discussion regarding this process and that this should be addressed soon, as it is a time-consuming issue.

TM Kimball explained the \$11,000 budget item for video improvements for the Council Chambers. Town Clerk Morgan explained the proposed camera placements and switcher equipment.

Councilmember McBrady recommended a voting system that would allow Councilmembers to vote simultaneously and requested staff get costs for this. Councilmember Wendt was unfamiliar with the voting system, but recommended not getting too carried away with the audio system. Councilmember McBrady thinks the recent audio improvements are good and the current camera is adequate.

TM Kimball spoke of a \$10,000 line item for the Public Works yard improvements such as fencing, more space for new equipment.

Councilmember Wendt inquired why the Magistrate Court is not outsourced to Mayer or is there a cost-savings there? Mayor Nolan explained that Council decided six years ago they wanted an attorney/magistrate and the code would need to be changed if there were changes made to this system. TM Kimball spoke of this having been done before and the Judge could present pros/cons and other data to the Council. Councilmember Wendt asked if this would be a biased presentation, however, she still questioned if there could be a cost-savings in outsourcing this. There was further discussion regarding the hearing officer; other locale procedures; the advantages of the current court system; and the possibility that Mayer would not take the Town back. There was discussion in support of doing an analysis and there was further discussion that the Judge does a good job and Council being in support of the Court.

Councilmember Timmons spoke of not having confidence in the Town Attorney. Mayor Nolan spoke of the Town Attorney fees being based on what the Town refers to her, in addition to a basic fee. TM Kimball spoke of this fee having been controlled over the years. The line item amount was based on 20 hours per month, but Town Staff is diligent on not calling her if not necessary. Other municipalities have the attorney attend every meeting. The Town has done without.

Councilmember Hamilton questioned why there was money for ethics hearings when the elimination of the Ethics Code removed the need for this. TM Kimball explained that there was still a hearing pending that may be heard in the next fiscal year.

TM Kimball summarized the items covered in this Budget Session: Video system and voting machine to be left in for future consideration; Outreach items; Employee Compensation; Cost Overrun Contingency, which she recommends leaving \$200,000 in that fund. Councilmember Hamilton recommended leaving that amount there.

TM Kimball advised she would have Ed Hanks, Public Works Director, and Judge Kelley attend the next meetings. A detailed plan for HURF, heavy equipment and the addition of

a staff member would be covered. Mayor Nolan mentioned the revenue for the building fees.

Councilmember Wendt noted that there was an inclusion of a change to the Finance Department with the addition of a part-time employee. Town Manager Kimball explained that initially there were two full-time employees, with one employee retiring. Mickey Moore was promoted. There needs to be a checks-and-balance in that department, which TM Kimball has been assisting with. The proposed full-time employee would be a Finance Director, which they haven't had as TM Kimball assisted the two full-time employees in this capacity. Essentially, it was two full-time employees and now it is 1.5. Councilmember Timmons asked who the half time employee is and was informed this was Julie Gibson. TM Kimball noted the benefit of an added position would free her from accounting responsibilities. Councilmember Timmons clarified that there are currently 1.5 positions in the Finance Department with the proposed addition of another half position. Councilmember Hamilton spoke on Accountant Moore having been trained and able to take over and that this should be maintained as a full-time position. He spoke of needing cross-training as this could happen again in the future and that the second position should be full-time. Councilmember Wendt recommended that the added position have grant-writing experience. Councilmember Timmons asked for clarification on what the full-time position would be. TM Kimball said she would love to have a Finance Director. Councilmember Timmons asked what skills this position would require. TM Kimball explained the Finance Director would be sitting in her position presenting the budget to Council, as an example. It is about managing and strategic skills. Councilmember Timmons asked if this could be promoted from within, and then hire an underling for the second position.

Councilmember Wendt left the dais at 11:26 p.m.

Councilmember Treadway spoke of feeling that the Town does not need a Finance Director. He believes that Ms. Moore does a wonderful job and is capable of giving the talk on the budget. Promote her to the Finance Director. Councilmember Timmons spoke in support of this and hiring an assistant for the Finance Director. Councilmember Hamilton does not feel this is practical for the budget and recommended adding a .5 position.

Councilmember Wendt returned to the dais at 11:28 p.m.

Councilmember Hughes left the dais at 11:29 a.m.

TM Kimball spoke of personnel placement being a sensitive issue. The Town's finances are relatively easy without bonds, tax, debt, etc... She spoke of the additional position as being icing on the cake, but not necessary. Succession planning is performed as best as possible. TM Kimball spoke of all staff being replaceable. This proposal allows to fund a Public Works full-time employee. Councilmember Timmons spoke of believing that Accountant Moore doing a good job and other salaried staff can pick up the slack. There was also clarification that there is a current temporary part-time position that is filled at this time by Debbie Oberle. If this is made a permanent position it would be posted and if she were the best candidate, she would be the permanent part-time hire.

Councilmember Hughes returned to the dais at 11:31 p.m.

Councilmember Treadway spoke of the safety issues involving Highway 169. Could a no passing zone and reduced speed be considered until the work is completed? He promised to bring this to Council on behalf of citizens. Mayor Nolan noted this was an ADOT issue. Councilmember Treadway is aware that it is ADOT.

Councilmember Hughes spoke of different ADOT requirements and citizen opinion on this matter. He is aware of the safety issues but if you narrow the request down to no passing lanes with double yellow lines, you could probably get this approved more quickly and agreed to work with Councilmember Treadway on this issue.

There was further Council discussion on this being ADOT's financial responsibility and Council's awareness of this major safety issue. Councilmember Treadway spoke of not wanting blood on the highway in order to get attention to this issue.

Councilmember Hamilton spoke of the \$10,000 budget item for hot patching and he would like to see this increased and will bring it up when Public Works Director Hanks is present. TM Kimball noted there was an increase to the hot-patch budget.

Councilmember Treadway left the dais at 11:39 a.m.

Revenue

TM Kimball reviewed the revenues with Council including state sales tax; vehicle license; building fees; Planning and Zoning fees; Public Works fees. The latter three involve development growth. There are also utility franchise fees; court revenues related to Sheriff's activity and interest earnings. Ms. Moore, the Town Accountant, has researched this and figured out the LGIP investment account interest earnings. TM Kimball commended Ms. Moore's hard work in this area.

Councilmember Treadway returned to the dais at 11:41 a.m.

Mayor Nolan inquired about a building fee increase and if it was based on a trend. TM Kimball replied that this did not include an increase.

Building Official Don Roberts spoke to Council on this subject. The fees are based on Yavapai County's 2007 fees. The fees have not increased since that time and are based on \$87.50 per square foot and include electrical, mechanical and plumbing. He explained his procedures for fee calculation and valuation and explained the various types of fees. Yavapai County is attempting to raise their fees up to \$110 per square foot effective July 1st. That does not include utilities which would be an additional \$7.50 per square for a total of \$118 per square. Chino Valley is leaving their fees at this time. Prescott Valley and Prescott have increased. He spoke with a local builder who said an average home of 2800 square foot home is running about \$35,000 for permit fees. The average in D-H is \$2,500. Official Roberts feels these are very comfortable fees and sees no need for change at this time. He feels there will be an increase in family residential this year, as builders are preferring this area over other more expensive fee areas.

Mayor Nolan asked if the Town recovers a fee for wells. Official Roberts denied this and recommended not going in this area. There is already a hardship obtaining water.

Councilmember Wendt inquired why the Town is only breaking even on manufacture homes. Official Roberts explained the state regulates the fees. The Town does charge additional fees if extra inspections are required, if they call when they are not ready and he has to re-inspect.

Councilmember Hamilton asked Accountant Moore about the interest earnings. Accountant Moore explained that the long term interest is based on market rate at the time of withdrawal, the other one just rolls in. One is the actual interest that is the Town's, the other is fluctuating. Councilmember Hamilton noted that the money is being gained even though it doesn't show. At the end of the year, the fluctuation will be reflected so it can be

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seen, but it will be backed out for more realistic terms. This will show a better picture of funds available.

TM Kimball spoke of the local sales tax which had a significant increase from last year, giving Accountant Moore credit for her accurate numbers allowing TM Kimball to give a more accurate projection. The accuracy is much improved as it was previously misleading. TM Kimball thanked Council and her staff for their input in this project.

3.2. Revised FY 17-18 Budget Calendar

Mayor Nolan noted that the next budget meetings are May 9th and May 23rd. He is optimistic that they may be done by the May 9th session.

Councilmember Wendt questioned if there would be a Work Session meeting after the Budget Session on May 9th. This was affirmed. Councilmember Wendt noted that there was to be a third Work Session scheduled for the evening as opposed to the afternoon. Councilmember Timmons noted that she took work off on May 9th, so she would be available for both meetings.

Councilmember Hughes spoke of a prominent Town resident, Pete Woolsey, having recently passed away.

Councilmember Hamilton spoke of the procedural manner for the Work Sessions in accordance with the upcoming budget sessions. Mayor Nolan noted that there is a meeting May 2nd wherein action could be taken. TM Kimball clarified the next budget session would be May 9th at 9:00 a.m. and the Study Session issues could be decided later.

4. Adjourn.

The meeting was adjourned at 12:06 p.m.

Terry Nolan, Mayor

ATTEST:

_ Julie Gibson, Administrative Assistant

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
MAY 2, 2017, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MAY 2, 2017, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** The meeting was called to order at 6:32 p.m. by Vice Mayor Mark McBrady.
2. **Opening Ceremonies.**
 - 2.1. **Pledge of Allegiance.** Done.
 - 2.2. **Invocation.** Given by Councilmember Amy Timmons.
3. **Roll Call.** Town Council Members Jack Hamilton, Amy Timmons, Doug Treadway, Victoria Wendt; Vice Mayor Mark McBrady; and Mayor Terry Nolan (arrived late at 6:35 p.m.) were present. Councilmember John Hughes was absent.

4. **Announcements Regarding Current Events, Guests, Appointments, and Proclamations.**

Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action.

Mayor Nolan arrived at 6:35 p.m. and presided over the meeting from this point forward.

Mayor Nolan announced Board of Adjustment member Linda Horvath's house burned down and she is in the hospital. He announced a founding member of Dewey-Humboldt, Betty Joy had passed away the previous week.

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

5.1. Town contribution to the Prescott Area Wildland Urban Interface Commission (PAWUIC) on behalf of Dewey-Humboldt Firewise neighborhoods/Board.

Town Manager Kimball gave an overview on the agenda item: donation from the town to help with the cost of the PAWUIC agency, based on population of about 800 people in the two neighborhoods. PAWUIC representative was present to give insight and answer questions.

Councilmember Hamilton asked about donating \$2/person rather than \$1/person to bring donation up from \$800 to \$1600.

Councilmember Hamilton made a motion to donate \$2/person (\$1600), but was reminded this is not agendized for action.

Councilmember Wendt gave direction to staff to budget the \$2/person at \$1600 for next year's budget and cut a check this year for \$1600 in this year's budget.

6. **Consent Agenda.**

6.1. Minutes. Minutes from the February 10, 2017 Special Meeting, and February 14, 2017 Work Session, February 21, 2017 Regular Meeting and March 7, 2017 Regular Meeting.

Councilmember Treadway made a motion to approve the Minutes from the February 10, 2017 Special Meeting, and February 14, 2017 Work Session, February 21, 2017 Regular Meeting and March 7, 2017 Regular Meeting, as presented. It was seconded by CM Wendt and passed unanimously by a vote.

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

There was discussion on whether this was an appropriate time for a council member to make a comment.

Councilmember Vicky Wendt made a recommendation to Council to speak with the Fire District about the inaccuracies in the GPS. This was a problem when routing to the Horvath fire in the Blue Hills area.

Leigh Cluff spoke on her efforts to help route the water tenders and the ambulance to the fire, as they were using the wrong road.

Mayor Nolan explained although it isn't the Town's authority to update the Fire Districts GPS they can talk with them to let them know of the problem.

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

8.1. Follow-up discussion on Study Session hours. (From January 17th Regular Meeting decision)

Councilmember Wendt spoke on having arranged for a speaker/presentation at 6:30 p.m. for the June 13th work session.

Councilmember Hamilton stated he was not in favor of moving the work session time from 2:00 p.m. to 6:30 p.m. for many reasons. He spoke on the public being able to send comments for council through the Town Clerk for inclusion in the meeting during public comment; Staff has to attend to give reports/research and having them work 12+ hour days are too long. He spoke on the purpose for work sessions (to find consensus), with it going to a regular session for action. Workday meetings do not create a hardship for staff. The start time can be changed for special circumstances, if necessary.

Councilmember Treadway spoke in agreement with CM Hamilton and stated he hasn't seen a difference in 2 p.m. and 6:30 p.m. meeting attendance by the public. He feels fresher at 2 p.m. Study Sessions can get detailed and run four to five hours. Councilmember Treadway spoke in support of the 2 p.m. meetings.

Vice Mayor McBrady spoke in support of all Councilmembers' attendance. Councilmember Timmons indicated she cannot make the afternoon meetings. Vice Mayor McBrady doesn't think the evening meetings have been a hardship and supported the 6:30 p.m. meetings.

Councilmember Hamilton spoke that in order for any matters to advance it requires a 4-3 vote. He doesn't feel this would be an issue as even with a 3-3 vote, it would not advance. The absent member could lend input through letters on matters of concern. No vote will pass without Councilmember Timmons vote. He prefers the Work Sessions remain at 2 p.m.

Councilmember Timmons indicated that she works during the day. She would have to take vacation time to come to daytime meetings, so she would be paying to attend meetings. She believes that the primary staff members involved in evening meetings are salaried employees and other accommodations can be made in regard to hourly staff to accomplish evening meetings. It's not that she does not want to attend, it's because she cannot.

Mayor Nolan spoke of a community member expressing gratitude that one of the Budget Sessions was held in the afternoon because she cannot drive at night. Mayor noted that there is no action taken at the Work Sessions and any absent Councilmember's input can

be passed on by the Clerk and it would be part of the meeting minutes, just as if they were present. Councilmember Timmons spoke of not being able to respond, if she were only able to send written communication. She did not think this would be effective, as the voting public would not have her input. Mayor Nolan spoke again to people liking to be able to attend the afternoon meetings.

Councilmember Wendt spoke of the 700 citizens that voted for Councilmember Timmons to be considered, but she also understands the working staff's burden. She believes there will be a bigger draw to evening meetings. She is torn on the subject.

Councilmember Timmons spoke of having a similar situation to staff's on Tuesdays. She leaves for work at 8 a.m., gets out at 4:30 p.m., has to rush home, perform all her work at home, take care of her mother, and rush to the 6:30 p.m. meeting. So she understands the burden, however, she is not salary, only hourly.

Vice Mayor McBrady suggested splitting and having one work session a month in the afternoon and one in the evening. Mayor Nolan pointed out there is normally only one work session per month.

Councilmember Treadway made a motion to alternate the meeting start times on a monthly basis. He made a motion to alternate the start time of the Study Session between 2 p.m. and 6:30 p.m. on a trial basis for six months. Seconded by Vice Mayor McBrady. The motion passed on a 4-2 vote with Councilmember Hamilton and Councilmember Timmons voting against.

TM Kimball requested clarification and Mayor Nolan confirmed that even number months will be a 6:30 p.m. start time and odd number months will be 2:00 p.m. TM Kimball suggested working on the Ethics Code at the May 9th Study Session. The Budget Session would be held the same day beginning at 9:00 a.m.

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

9.1. Chip-Seal Overlay Contract Award. Possible contract award, rejection or modification

Mayor Nolan noted that the Public Works Director was unavailable as he was assisting at a local fire.

TM Kimball gave the overview for this agenda item. Earth Resources was the lowest responsible bidder. TM Kimball explained on an overhead map the roads to be chip-sealed.

Councilmember Hamilton made a motion to award the chip-seal overlay contract to Earth Resources, Inc., seconded by Councilmember Wendt, the motion passed unanimously.

9.2. Council consideration on a potential Partnership between Town and the Prescott Area Wildland Urban Interface Commission (PAWUIC), grant applicants regarding a Defensible Space Grant.

TM Kimball explained that Community Planner (CP) Steven Brown and Shirley Howell, PAWUIC Representative would speak on the grant details. Ms. Howell wrote this grant.

CP Brown explained that the grant was originally awarded to State Forestry for USDA. The grant covers the time period from 12/5/16 to 12/4/18. There are 14 acres in the Blue Hills area and 8 acres in the Foothills area to be abated during this project, for a total of 22 acres. Reimbursement, for up to one acre, is available per property, up to 90% of the \$1400 value work completed. The property owner would be responsible for 10% or \$140.

The reimbursement available would \$1260 per acre or property. If additional funds were necessary to complete the abatement, the property owner would be responsible for said additional money. The Firewise group has been working with PAWUIC, but the challenge is that there is a long time period (90-120 days) for reimbursement. The property owners have to upfront the cost for the contractors. The agreement the Town is considering is to offset or upfront the 90%. There would be mechanisms to ensure the work was done according to the accepted bid, and successfully complete with paperwork in place to effect the reimbursement.

Vice Mayor McBrady expressed concern over the language "up to 90%". What would happen if they need \$5K worth of work, the grant is only \$1,400, and the property owner doesn't step up for the balance. Ms. Howell explained the process for reimbursement for the work accomplished and that the amount of land abated and the charges are known before there is any reimbursement from the Town. Vice Mayor McBrady's concern was that the Town would not be reimbursed for what was paid. CP Brown again explained the process that would protect the Town.

Councilmember Treadway asked the amount of the total grant. CP Brown replied that the grant is approximately \$27,700. Councilmember Treadway asked for clarification on the assurances that the Town would be reimbursed. CP Brown explained the process which is the same system PAWUIC has successfully used previously. Councilmember Treadway inquired if the money goes directly to the property owner or the Town? Ms. Howell explained that grant funds do not actually hit their hands. The work is done, then paperwork is submitted for payment, and the waiting period begins for the grant payment. Once the money is received and released by the bank, a check will go out immediately to the Town. Checks would be written to the Town. All the paperwork will be completed entirely and accurately to ensure expediency. Councilmember Treadway supports the grant program.

Councilmember Hamilton asked if an Intergovernmental Agreement (IGA) is necessary or written documents to support the process.

TM Kimball spoke of different agreement options. One option was a Memo of Understanding (draft on Pg. 81-83). This could receive attorney review or a different agreement could be drafted.

Councilmember Wendt spoke on the importance of a Memo of Understanding. She feels this is a sufficient document, not too complicated and overwhelming. This is a new and different process. Many residents face financial challenges to pay for this, yet contractors can't wait for payment either. She does see the need to have something in writing.

Vice Mayor McBrady spoke of the importance that property owners understand that the money goes to the contractor only. There needs to be a letter from the Town Attorney that the money is for the contractor. Making a quicker payment would be wise, from the Town directly to property owner, directly to the contractor. Councilmember Treadway spoke of this being a good point. If the Town is dispensing the money, there needs to a legal agreement and he would prefer the check be made out to the contractor.

Ms. Howell's recommendation is that the contractor receive the check after the work is done and approved by the homeowner and assessor, as a follow-up.

Councilmember Wendt asked if the check could be written to the contractor. TM Kimball spoke of consulting the Town Attorney and treating this like the normal procurement

process and pay the contractor directly. Councilmember Wendt spoke of the necessity to perform all paperwork and inspections accurately.

There was further Council discussion clarifying possible payment and reimbursement methods, recommendations for safeguards and other input regarding the program.

Councilmember Wendt made a motion that the Town accept the proposal of PAWUIC that the Town put a process in place, it is presented to the attorney, and funded for the \$27,720 and start to move on this, seconded by Councilmember Timmons.

Mayor Nolan indicated that he had questions on this. He recommended the contractor be paid by the Town.

Ms. Howell clarified that the funds are specifically for 22 acres. If six months down the road it is not being used, she will address the Town on this. The money is there and will be there as long as it is being used. Mayor Nolan asked what would happen if the homeowner asked to do less than the acre. Ms. Howell clarified the process and how the abatement and payments are figured.

Councilmember Treadway asked the average price to mitigate an acre of land. Ms. Howell estimated his to be \$1500-\$1600 per acre. She also noted it is important for the homeowners to be completely involved in the process.

Public Comment

Leigh Cluff – spoke of the homeowner paying their 10% portion up front with the contractor bringing in the check paid by the property owner and would then be reimbursed for the grant difference through the town directly once the work and assessment is complete.

Councilmember Treadway left the dais at 7:56 p.m.

There was further Council discussion regarding payment, moving forward on this process as the grant runs out in 2018, and moving forward on attorney review.

Councilmember Treadway returned to the dais at 7:58 p.m.

Mayor Nolan asked to have the motion restated. Town Clerk Morgan restated the motion. Mayor Nolan called for a vote on the motion. The motion passed unanimously.

Vice Mayor McBrady spoke of wanting to ask a question even though the vote was taken. Mayor Nolan explained the Council called the question and the item was closed. Mayor Nolan told Vice Mayor to go ahead and ask his question.

Vice Mayor McBrady asked if the contractor puts in a contingency clause indicating the price could go up. Ms. Howell said she has not seen this occur with the mitigation work.

TM Kimball asked for clarification on the grant term and if the Town would be reimbursed by 12/31/18. Ms. Howell indicated that the work can continue up to that date and they would have 30 days thereafter to submit a reimbursement package after 12/31/18. They would come to the Town no later than six months before the grant end with any money concerns. TM Kimball advised this matter would be turned over to the attorney and brought back to Council.

Councilmember Timmons asked if the property owners have been approached yet. Councilmember Wendt indicated that the contact will be made door to door. Councilmember Timmons spoke of appreciation for the work done and for PAWUIC's participation. Vice Mayor McBrady spoke of his support as well.

Ms. Howell thanked the Town for the opportunity, as well as their donation.

9.3. Allow Debby Pomeroy to present potential changes to Town Code Title IX, Chapter 90 Animals. [CAARF requested by CM Wendt, which includes Presentation Request Form]

Councilmember Wendt spoke of being approached by citizens on this subject and she has been working on this for 2.5 years with Ms. Pomeroy. There is a problem with the ordinances in Chapter 90. Ms. Pomeroy is an expert in the field of legislative litigation, she is a liaison in this area. Ms. Pomeroy would like to attend a 6:30 p.m. meeting on this subject. Councilmember Wendt spoke of trying to make this correct, because she feels it is not.

Councilmember Treadway asked how many citizens have talked with Councilmember Wendt on this subject. Councilmember Wendt spoke of less than two dozen, some dog people, ranchers, etc... Councilmember Treadway asked her what the largest concern is with the Code. Councilmember Wendt noted that large animals needs to be separate from small animals. She believes the issue could be handled quickly.

Vice Mayor McBrady saw the Animal Control Officer recently and she agrees that dogs and livestock in the same code is a problem.

Councilmember Timmons made a motion to allow Ms. Pomeroy to speak at the 6/13/17 Work Session, seconded by Councilmember Wendt, the motion passed unanimously.

TM Kimball asked if the Town Attorney, Magistrate, or Animal Control Officer should attend the meeting. Councilmember Wendt did not feel the Magistrate was necessary, possibly the Community Planner, Town Attorney, and Animal Control could attend.

Councilmember Timmons did not feel the Town Attorney would be necessary until a later meeting. Councilmember Wendt said there would be nothing to vote on at the initial meeting.

9.4. Discussion and possible action regarding the Building Lease extension with Community Action Program (CAP) for Dewey-Humboldt Town Library located at 2735 S. Corral Street, Dewey-Humboldt.

Mayor Nolan gave an overview of the item and noted that he did not think it was necessary to recess to Executive Session as Mr. Mitchell would not change his mind on the proposal.

TM Kimball explained that the attached lease was the current one and was valid for six years. She feels it makes sense to make the new one the same to run concurrent with the County contract. Staff measured the building and their measurement was approximately 200 square feet less than Mr. Mitchell's assessment. There was discussion over contention on the square footage.

TM Kimball spoke of the IGA Service Agreement being worked on too and she could bring these back together, but Council could give staff direction at this time, so she can give Mr. Mitchell assurance.

Councilmember Treadway asked if the rate was \$1 per square foot per month. This was confirmed, as well as clarification that the Town pays maintenance up to \$1,200 per year.

Councilmember Hamilton made a motion to pay \$1 per square foot for the Library, seconded by Councilmember Treadway.

Councilmember Timmons asked if Mr. Mitchell would agree to pay the maintenance fees considering the increase. TM Kimball said that he was very firm on \$1 per square foot. TM

Kimball said that over the past contract they have only had to pay a few hundred dollars in maintenance.

Councilmember McBrady spoke of being sad of the missed opportunity that they could have had the building given to the Town in exchange for some road work.

Mayor Nolan called for the vote, the motion passed unanimously.

9.4.1. Recess into and hold an executive session pursuant to A.R.S. § 38-431.03(A)(7) for discussions or consultations with designated representatives of the Town in order to consider its position and instruct its representatives regarding the real estate property lease for the Town Library located at 2735 S. Corral St., Dewey-Humboldt, Arizona (APN 402-09-030C).

Executive Session was not held.

9.4.2. Reconvene Regular Meeting.

Executive Session was not held.

10. Public Hearing Agenda.

None

11. Adjourn.

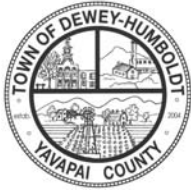
The meeting was adjourned at 8:19 p.m.

Terry Nolan, Mayor

ATTEST:

Julie Gibson, Administrative Assistant

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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

June 20, 2017 – 6:30 p.m. Town Council Meeting Chambers

Agenda Item #8.1. Consideration to enter into an Agreement or a Memorandum of Understanding (MOU) with the Prescott Area Wildland Urban Interface Commission (PAWUIC) for a defensible space grant. [Continued from the May 2nd meeting]

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: June 14, 2017

Recommendation: Accept the PAWUIC amended Agreement (attachment #1)

Summary:

At the May 2nd meeting Council heard the details of a Firewise grant which the Firewise Board requested that the Town advance payment to property owners. Council agreed with the concept of Town advancing the necessary funds and then waiting for reimbursement from the State passed through the Prescott Area Wildland and Urban Interface (PAWUIC). PAWUIC is the grantee of this state grant for defensible spaces.

During the May 2nd meeting, a notable question was how to ensure the property owners use the advance fund from the Town to pay the contractor. Although there is no guarantee of the proper use of the fund by a property owner, the Town Attorney proposes the “form of assignment by property owner” to encourage proper use of the fund. A lien would be more enforceable; however, staff understands it is not Council’s choice. As an alternative, the Form of Assignment is a good solution.

At the meeting, Council directed Staff to come up with a mechanism to allow the multi-party transition. Based on the process Staff prepared, the Town Attorney drafted an Agreement and a Memo of Understanding. The content is the same. From the legal perspective, the Town Attorney prefers the Agreement format. PAWUIC has reviewed the agreement and made some changes. Staff recommends Council acceptance of the PAWUIC amended agreement (see attachment #1).

ATTACHMENT #1

AGREEMENT

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

This Agreement dated _____, 2017 is entered into among the Prescott Area Wildland Urban Interface Commission ("PAWUIC"), the Blue Hills/Foothills Firewise Board ("Firewise Board") and the Town of Dewey-Humboldt, Arizona ("Town").

RECITALS.

1. PAWUIC has secured Grant # WFHF 16-204 ("Grant") through the Arizona Department of Forestry and Fire Management with a term of December 5, 2016 through December 31, 2018; PAWUIC is the sub-grantee of the Arizona Department of Forestry.
2. The purpose of the Grant is to assist property owners to create defensible space through utilization of individual properties and combined efforts within residential communities in the PAWUIC area.
3. Dewey Humboldt's Upper Blue Hills area and the Northwest Foothills neighborhoods have been recognized as Firewise communities and have been included in PAWUIC grant application; there are 14 acres/properties in the Blue Hills area and 8 acres/properties in the Foothills area; a total of 22 acres/properties are eligible for funds from the Grant.
4. Grant funds are available to reimburse each property owner an amount, not to exceed ninety percent (90%) of a maximum cost per acre to be set by PAWUIC prior to the onset of defensible space or abatement work, with the property owner responsible for all costs exceeding ninety percent of the pre-approved cost per acre.
5. The Firewise Board requested that the Town participate in the Grant process by advancing money to individual eligible property owners who wish to utilize the Grant program to create defensible spaces, thereby eliminating the hardship for individual property owners who would otherwise have to wait 120 days or more to receive reimbursement from the Grant proceeds.
6. The Parties believe that the Town's advancement of funds pursuant to this Agreement will encourage participation by property owners and therefore benefit the community as a whole.

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

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

2. Procedures.

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

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

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

2.4 The property owner determines whether to participate, based on the selected bid and the property owner's ability to pay the property owner's obligation which exceeds the PAWUIC set reimbursement amount for the amount of acres and cost per acre.

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

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

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

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

2.9 Within 10 days of receipt of complete documentation from the Firewise Board, the Town shall review the documentation for accuracy before advancing funds to the property owner. When the Town is satisfied that the documentation is accurate, the Town will obtain from the property owner an Assignment of Funds in the form attached hereto as Exhibit A assigning funds received from the Town to the contractor who performed the work. Upon receipt of the signed assignment, the Town will advance ninety percent (90%), of the maximum cost per acre set by PAWUIC prior to the onset of defensible space or abatement work to the property owner for use to pay the contract amount, and the property owner shall pay the contractor the full contract amount.

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

2.11 When PAWUIC receives the Grant funds, PAWUIC shall reimburse the Town the amount of the funds as stipulated by the Grant Agreement between PAWUIC and the Arizona Department of Forestry and Fire Management advanced by the Town to the property owner.

3. Miscellaneous

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

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

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

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

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

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

Passed, Approved, and Adopted by the Mayor and Council of the Town of Dewey/Humboldt this ____ day of _____, 2017.

Mayor Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

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 granted under the laws of this state to the Town of Dewey/Humboldt.

Susan Goodwin, Gust Rosenfeld, PLC
Town Attorney

Robert Betts
Prescott Area Wildland Urban Interface Commission

Blue Hills/Foothills Firewise Board

EXHIBIT A

FORM OF ASSIGNMENT BY PROPERTY OWNER

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

PROPERTY OWNER(S)

DATE

AGREEMENT

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

This Agreement dated _____, 2017 is entered into among the Prescott Area Wildland Urban Interface Commission ("PAWUIC"), the Blue Hills/Foothills Firewise Board ("Firewise Board") and the Town of Dewey-Humboldt, Arizona ("Town").

RECITALS.

1. PAWUIC has secured Grant # WFHF 16-204 ("Grant") through the Arizona Department of Forestry and Fire Management with a term of December 5, 2016 through December 31, 2018; PAWUIC is the sub-grantee of the Arizona Department of Forestry.
2. The purpose of the Grant is to assist property owners to create defensible space through utilization of individual properties and combined efforts within residential communities in the PAWUIC area.
3. Dewey Humboldt's Upper Blue Hills area and the Northwest Foothills neighborhoods have been recognized as FireWise communities and have been included in PAWUIC grant application; there are 14 acres/properties in the Blue Hills area and 8 acres/properties in the Foothills area; a total of 22 acres/properties are eligible for funds from the Grant.
4. Grant funds are available to reimburse each property owner, up to one acre, up to 90% of \$1400 value of work completed, with the property owner responsible for 10% of up to \$1,400 value of work completed.
5. PAWIC and the Firewise Board requested that the Town participate in the Grant process by advancing money to individual eligible property owners who wish to utilize the Grant program to create defensible spaces, thereby eliminating the hardship for individual property owners who would otherwise have to wait 120 days or more to receive reimbursement from the Grant proceeds.
6. The Parties believe that the Town's advancement of funds pursuant to this Agreement will encourage participation by property owners and therefore benefit the community as a whole.

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

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

SDG:sdg 2980190.3 5/28/2017

- 2.1 Each participating property owner will obtain an initial property assessment to be conducted by the Central Arizona Fire and Medical Authority ("Authority"), which assessment will describe the abatement of forest fire hazards needed on the property owner's property.
- 2.2 The property owner obtains at least two (2) bids from qualified contractors to conduct the abatement and selects one contractor.
- 2.3 Available reimbursement is calculated from the bid by the contractor.
- 2.4 The property owner determines whether to participate, based on the selected bid and the property owner's ability to pay the property owner's 10% obligation.
- 2.5 The property owner enters into a contract with the contractor for the work, and the work is completed.
- 2.6 The property owner provides documentation to the Firewise Board evidencing the work completed and the amount to be reimbursed. Such documentation shall include the assessment performed by the Authority, bids, the contract with the contractor, invoice and cancelled check for payment of reimbursable amount.
- 2.7 The Firewise Board verifies completion of the work and completeness of documentation.
- 2.8 The Firewise Board submits documentation to the Town along with a letter to endorse the Town's disbursement of a specific amount of funds to the property owner.
- 2.9 Within 10 days of receipt of complete documentation from the Firewise Board, the Town shall review the documentation for accuracy before advancing funds to the property owner. When the Town is satisfied that the documentation is accurate, the Town will obtain from the property owner an Assignment of Funds in the form attached hereto as Exhibit A assigning funds received from the Town to the contractor who performed the work. Upon receipt of the signed assignment, the Town will advance 90% of the contract amount, not to exceed \$1260, to the property owner for use to pay the contract amount, and the property owner shall pay the contractor the full contract amount.
- 2.10 The Town provides documentation to PAWUIC, including the assessment performed by the Authority, bids, contract, and invoice and cancelled check from property owner, and copy of check to property owner for payment to contractor.
- 2.11 When PAWUIC receives the Grant funds, PAWUIC shall reimburse the Town the amount of the funds advanced by the Town to the property owner.

3. Miscellaneous

- 3.1 Nothing in this Agreement is intended to conflict with current laws or regulations. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
- 3.2 The terms of this Agreement will become effective on the date signed by all parties.

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

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

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

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

Passed, Approved, and Adopted by the Mayor and Council of the Town of Dewey/Humboldt this ____ day of _____, 2017.

Mayor Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

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 granted under the laws of this state to the Town of Dewey/Humboldt.

Susan Goodwin, Gust Rosenfeld, PLC
Town Attorney

Robert Betts
Prescott Area Wildland Urban Interface Commission

Blue Hills/Foothills Firewise Board

SDG:sdg 2980190.3 5/28/2017

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PROPERTY OWNER(S)

DATE

MEMORANDUM OF UNDERSTANDING
Between Prescott Area Wildland Urban Interface Commission (PAWIC),
Blue Hills/Foothills Firewise Board
And the
Town of Dewey-Humboldt, Arizona

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RECITALS.

1. PAWUIC has secured Grant # WFHF 16-204 ("Grant") through the Arizona Department of Forestry and Fire Management with a term of December 5, 2016 through December 31, 2018; PAWUIC is the sub-grantee of the Arizona Department of Forestry.
2. The purpose of the Grant is to assist property owners to create defensible space through utilization of individual properties and combined efforts within residential communities in the PAWUIC area.
3. Dewey Humboldt's Upper Blue Hills area and the Northwest Foothills neighborhoods have been recognized as FireWise communities and have been included in PAWUIC grant application; there are 14 acres/properties in the Blue Hills area and 8 acres/properties in the Foothills area; a total of 22 acres/properties are eligible for funds from the Grant.
4. Grant funds are available to reimburse each property owner, up to one acre, up to 90% of \$1400 value of work completed, with the property owner responsible for 10% of up to \$1,400 value of work completed.
5. PAWIC and the Firewise Board requested that the Town participate in the Grant process by advancing money to individual eligible property owners who wish to utilize the Grant program to create defensible spaces, thereby eliminating the hardship for individual property owners who would otherwise have to wait 120 days or more to receive reimbursement from the Grant proceeds.
6. The Parties believe that the Town's advancement of funds pursuant to this MOU will encourage participation by property owners and therefore benefit the community as a whole.

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

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

- 2.1 Each participating property owners will obtain an initial property assessment to be conducted by the Central Arizona Fire and Medical Authority ("Authority"), which assessment will describe the abatement of forest fire hazards needed on the property owner's property.
- 2.2 The property owner obtains at least two (2) bids from qualified contractors to conduct the abatement and selects one contractor.
- 2.3 Available reimbursement is calculated from the bid by the contractor.
- 2.4 The property owner determines whether to participate, based on the selected bid and the property owner's ability to pay the property owner's 10% obligation.
- 2.5 The property owner enters into a contract with the contractor for the work, and the work is completed.
- 2.6 The property owner provides documentation to the Firewise Board evidencing the work completed and the amount to be reimbursed. Such documentation shall include the assessment performed by the Authority, bids, the contract with the contractor, invoice and cancelled check for payment of reimbursable amount.
- 2.7 The Firewise Board verifies completion of the work and completeness of documentation.
- 2.8 The Firewise Board submits documentation to the Town along with a letter to endorse the Town's disbursement of a specific amount of funds to the property owner.
- 2.9 Within 10 days of receipt of complete documentation from the Firewise Board, the Town shall review the documentation for accuracy before advancing funds to the property owner. When the Town is satisfied that the documentation is accurate, , the Town will obtain from the property owner an Assignment of Funds in the form attached hereto as Exhibit A assigning funds received from the Town to the contractor who performed the work. Upon receipt of the signed assignment, the Town will advance 90% of the contract amount, not to exceed \$1260, to the property owner for use to pay the contract amount, and the property owner shall pay the contractor the full contract amount.
- 2.10 The Town provides documentation to PAWUIC, including the assessment performed by the Authority, bids, contract, and invoice and cancelled check from property owner, and copy of check to property owner for payment to contractor.
- 2.11 When PAWUIC receives the Grant funds, PAWUIC shall reimburse the Town the amount of the funds advanced by the Town to the property owner.

3. Miscellaneous

- 3.1 Nothing in this MOU is intended to conflict with current laws or regulations. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.
- 3.2 The terms of this MOU will become effective on the date signed by all parties.

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

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

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

3.6 This MOU shall be treated for all purposes as a binding agreement of the Parties and shall constitute the entire agreement of all parties and is executed upon signature.

Passed, Approved, and Adopted by the Mayor and Council of the Town of Dewey/Humboldt this ____ day of _____, 2017.

Mayor Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

The foregoing MOU has been reviewed by the undersigned attorney for the Town of Dewey/Humboldt, who has determined that the MOU is in proper form and is within the powers and authority granted under the laws of this state to the Town of Dewey/Humboldt.

Susan Goodwin, Gust Rosenfeld, PLC
Town Attorney

Robert Betts
Prescott Area Wildland Urban Interface Commission

Blue Hills/Foothills Firewise Board

EXHIBIT A

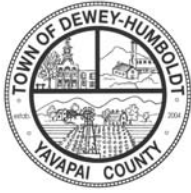
FORM OF ASSIGNMENT BY PROPERTY OWNER

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

PROPERTY OWNER(S)

DATE

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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

June 20, 2017, 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 8.2. Discussion and possible adoption of Ordinance 17-135 Amending Town Code Section 31.17(D) Appointment for Boards, Committees and Commissions, deleting the requirement for Background Check on and interviews with appointees. [Directed by Council to bring back for adoption at June 6, 2017 meeting]

To: Mayor and Town Council Members

From: Judy Morgan, Town Clerk

Date submitted: June 15, 2017

Summary:

At the April 11, 2017 Work Session and June 6, 2017 Regular meeting Council determined to change Town Code Section 31.17(D) Appointment to Commissions, Committees and Boards by removing the last sentence of this section, "All proposed appointees shall be subject to a background check and shall be interviewed by the Chair of the board, commission or committee prior to submits of the name to the Council for approval of the appointment". At the June 6, 2017, meeting Council directed staff to bring back an ordinance to reflect this change, and chose not to codify a deadline for application submittal. Council supported the current Code Section 31.18 Vacancy of Office (C)(2) which allows for the chair of the commission, board or committee to participate as a member of the interview panel. The Town Attorney has provided Ordinance 17-135 to address the Council's unified direction.

ORDINANCE No. 17-135

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, COUNTY OF YAVAPAI, ARIZONA, AMENDING THE TOWN OF DEWEY-HUMBOLDT, ARIZONA CODE OF ORDINANCES, TITLE III ADMINISTRATION, CHAPTER 31 TOWN ORGANIZATIONS AND DEPARTMENTS, SUBCHAPTER BOARDS, COMMISSIONS AND CITIZENS COMMITTEES, § 31.17 APPOINTMENTS TO DELETE THE REQUIREMENT FOR BACKGROUND CHECKS ON AND INTERVIEWS WITH APPOINTEES; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING PENALTIES.

Now, Therefore, Be it ordained by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, as follows:

Section I. In General

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title III Administration, Chapter 31 Town Organizations and Departments, Subchapter Boards, Commissions and Citizens Committees, Section 31.17 Appointments is hereby amended to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

§ 31.17 Appointments.

- (A) All voting members of town boards, commissions, or Citizen Committees shall be appointed by Council action (by motion or resolution) and shall serve at the pleasure of the town council.
- (B) The motion, ordinance, or resolution establishing boards, commissions, or Citizen Committees shall include the number of members, the purpose for which the board, commission, or Citizen Committee is organized, and the duties thereof.
- (C) Members of town boards and commissions shall be residents of the town. Non-voting Citizen Committee members may be nonresidents.
- (D) All appointees should bring the skill, integrity, knowledge, interest and commitment to evaluating issues in the broad context of the public interest. To the extent possible, appointees should be selected to represent a broad cross-section of the community relative to the purpose of the agency. ~~All proposed appointees shall be subject to a background check, and shall be interviewed by the chair of the board, commission, or committee prior to submission of the name to the council for approval of the appointment.~~

(E) Appointees may serve an unlimited number of consecutive terms on a given board, commission or Citizen Committee (except where specifically limited), at the discretion of the town council.

(F) The Town Clerk shall provide application forms and maintain a composite listing of all applications on file which have been received. Applications shall be retained for one year.

Section II. Savings Clause

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance as amended is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance.

Section III. Repeal of Conflicting Ordinance

All other code provisions, ordinances, or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date hereof.

Section IV. Penalties

Any person found responsible for violating any provision of this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Section 10.99 of the Dewey-Humboldt Code of Ordinances

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, this ____ day of _____, 2017, by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this ____ day of _____, 2017.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

APPROVED AS TO FORM:

Susan D. Goodwin, Town Attorney

I, JUDY MORGAN, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 17-135 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA ON THE ____ DAY OF _____, 2017, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 2017.

Judy Morgan, Town Clerk

§ 31.17 APPOINTMENTS.

(A) All voting members of town boards, commissions, or Citizen Committees shall be appointed by Council action (by motion or resolution) and shall serve at the pleasure of the Town Council.

(B) The motion, ordinance, or resolution establishing boards, commissions, or Citizen Committees shall include the number of members, the purpose for which the board, commission, or Citizen Committee is organized, and the duties thereof.

(C) Members of town boards and commissions shall be residents of the town. Non-voting Citizen Committee members may be nonresidents.

(D) All appointees should bring the skill, integrity, knowledge, interest and commitment to evaluating issues in the broad context of the public interest. To the extent possible, appointees should be selected to represent a broad cross-section of the community relative to the purpose of the agency. ~~All proposed appointees shall be subject to a background check and shall be interviewed by the Chair of the board, commission or committee prior to submission of the name to the Council for approval of the appointment.~~

(E) Appointees may serve an unlimited number of consecutive terms on a given board, commission or Citizen Committee (except where specifically limited), at the discretion of the Town Council.

(F) The Town Clerk shall provide application forms and maintain a composite listing of all applications on file, which have been received. Applications shall be retained for one year.

(Ord. 09-49, passed 4-7-2009; Am. Ord. 16-127, passed 4-5-2016)

§ 31.18 VACANCY OF OFFICE.

(A) If a member of a board, commission, or Citizen Committee (1) is absent from three regular meetings of the board or commission, consecutively or within a calendar quarter, and the chair thereof recommends removal, (2) has violated the Code of Ethics, or (3) ceases to be a qualified elector and resident of the town (in the case of a board, commission, or executive members of a committee), that office shall become vacant upon the declaration of Council. The Council may, for good cause or upon recommendation of the Chair of the agency, determine that a vacancy has not been created.

(B) Resignations may be submitted at any time to the Town Council either directly or through the board, commission, or Citizen Committee chair. Resignations are effective upon submittal.

(C) Upon notice of a vacancy, town staff shall initiate an appointment procedure similar to that for Council (described in § 30.016), leading to a recommendation to the Town Council for a successor of the vacancy and the successor will be appointed to serve only to the date of the unexpired term. The commission, board, or committee appointment process differs from the Council appointment process in that, (1) the call for applications may be advertised (if requested by the Council, commission, board, or committee), and (2) the chair of the commission, board, or committee will participate as a member of the interview panel.

§ 30.016 VACANCIES ON TOWN COUNCIL.

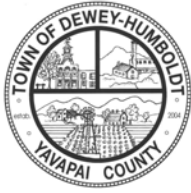
(A) The Council shall fill any vacancy that may occur for whatever reason by appointment until the next regularly scheduled Council election, if the vacancy occurs more than 30 days before the nomination petition deadline.

(B) If the vacancy occurs 30 days or less before the nomination petition deadline, the vacancy shall be filled by appointment for the unexpired term.

(Ord. 09-49, passed 4-7-2009; Am. Ord. 09-56, passed 9-8-2009; Am. Ord. 10-79, passed 12-7-2010; Am. Ord. 12-90, passed 2-7-2012)

Recommendations for handling a deadline to submit application to be included in a packet:

1. Create a policy or SOP that gives a guideline (When advertising for vacancy, a due date will be set prior to the agenda making day, so applications can be included in the packet).
2. Council creates an Appointments Subcommittee consisting of 3 councilmembers. They review all applications, interview applicants, if desired, and make a recommendation to Council. Consider whether to select for all or only Planning and Zoning Commission and Board of Adjustment. (See Chino Valley Resolution 482)



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

TOWN COUNCIL REGULAR MEETING

June 20, 2017 – 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 9.1. Intergovernmental Agreement (IGA) with Yavapai County Library District for the Dewey-Humboldt Library services;

and

Agenda Item #9.6. Discussion and possible action regarding the Building Lease extension with Community Action Program (CAP) for Dewey-Humboldt Town Library located at 2735 S. Corral St., Dewey-Humboldt.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: June 14, 2017

Recommendation: Accept the IGA and the Lease

Summary:

The original Library IGA and its Lease expire on June 30, 2017. The new IGA and the Lease are of concurrent terms – one year initially and can be renewed for five years thereafter.

The IGA with the County Library District provides for a detailed formula of the fee calculation. The Yavapai County Library Director can explain the formula. For budget purposes, \$43,683 needs to be included in the FY18 Budget, unless the Director advises otherwise. For future years, the Director and the Town Manager will work out the fees in January. It allows for an up to 5% increase each year.

The most notable change for the Community Action Program Lease is the monthly rent increase, going up to \$2,240 a month, from \$1,012.13, which was effective over the last six years.

Both the IGA and the Lease have been reviewed by the Town Attorney. Staff recommends Council's approval of both.

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN

TOWN OF DEWEY-HUMBOLDT

AND

YAVAPAI COUNTY FREE LIBRARY DISTRICT

FOR LIBRARY SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “IGA” or “Agreement”) is made and entered into this ____ day of _____, 2017, by and between the Town OF DEWEY-HUMBOLDT, a municipal corporation of the State of Arizona (hereinafter the “TOWN”) and the Yavapai County Free Library District (hereinafter the “DISTRICT”), collectively “the Parties.”

RECITALS

WHEREAS, the TOWN has created a Library and related community services in the Town of Dewey-Humboldt; and,

WHEREAS, the DISTRICT provides library services throughout Yavapai County; and,

WHEREAS, pursuant to A.R.S. §11-952, the Parties are authorized to enter into Agreements for joint or cooperative action.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the Parties agree as follows:

1. Purpose.

The purpose of this Agreement is to have the DISTRICT provide library services to the TOWN.

2. TOWN Obligations.

2.1 Library Operations Fee.

The TOWN agrees to pay the DISTRICT an annual Library Operations Fee which is to be determined in the following manner:

DHL Budget Allocation – DISTRICT Annual Contribution = Library Operations Fee

DHL Budget Allocation for the FY 17-18 will be \$73,683. The DHL Budget allocation may at the sole direction of the District, increase annually at a rate not to exceed 5%. The District Annual Contribution is determined by the District following the formula defined in Attachment A. For Budgeting purposes, in FY 17-18, the Contribution is estimated between \$30,000 and \$32,000.

The Library Operations Fee will be paid in equal quarterly installments. Installments shall be due and payable on July 1st, October 1st, January 1st and April 1st of the initial term or renewals thereof.

2.2 Library Premises.

The TOWN, at no cost to the DISTRICT, shall provide an appropriate space, approved by the DISTRICT, that is suitable for library services (hereinafter the “Library Premises”). The TOWN shall be responsible for any applicable taxes including, but not limited to, taxes levied upon the Library Premises property or taxes payable on any lease the TOWN has for any Library Premises. It is understood and agreed that the TOWN is not responsible for any personal property taxes levied upon the DISTRICT’s furnishings or equipment.

2.3 Maintenance of Library Premises.

It shall be the obligation of the TOWN, unless otherwise expressly provided herein, to maintain, at its expense, the Library Premises including, but not limited to, the structure, roof, exterior walls, porch areas, glasswork (except for interior and exterior window cleaning) exterior lighting, vehicle parking spaces, landscaping, snow removal in good, safe condition and repair. Unless expressly provided herein, the TOWN shall not be obligated to remodel, redecorate, or alter the interior of the Library Premises. Notwithstanding the forgoing, it is understood and agreed that maintenance, repair or replacement of heating, cooling, electrical and plumbing systems, fixtures or mechanicals shall be the sole responsibility of the TOWN unless such repair or replacement is made necessary due solely to misuse or abuse of same by the DISTRICT.

2.4 Insurance.

The DISTRICT shall obtain and, throughout the initial lease term or renewals/extensions thereof, maintain, all-risk public liability coverage, in a minimum annual aggregate policy limit of \$2,000,000. All policies shall include endorsements naming the TOWN as an additional insured. The required

insurance policies may provide coverage that contains deductibles or self-insured retentions subject to the TOWN's approval of the retained or deductible amounts. It is understood and agreed that the DISTRICT shall be solely responsible for payment of any deductible or retained amounts in the event that any amounts payable to the TOWN pursuant to his Agreement are subject to a deductible or self-insured retention. Prior to the effective date of this Agreement, the DISTRICT shall provide the TOWN with certificates of insurance confirming the insurance coverage specified herein and shall notify the TOWN no less than 10 days prior to any changes in coverage including policy forms, policy limits, cancellations, non-renewals or changes in insurance carriers.

The TOWN shall obtain and, throughout the initial lease term and during any renewals/extensions thereof maintain:

- a. All-risk public liability coverage, in a minimum annual aggregate policy limit of \$2,000,000. All policies shall include endorsements naming the DISTRICT and Yavapai County as additional insureds.
- b. Property and Casualty insurance in an amount sufficient to cover one hundred percent (100%) of the actual replacement cost of the Leased Premises including improvements thereto and the contents thereof. Coverage shall include endorsements naming the DISTRICT and Yavapai County as an additional insureds/loss payees as their interests may lie.

2.5 Indemnification.

The TOWN shall save, hold harmless and indemnify the DISTRICT and Yavapai County, its officers, employees or agents from claims, damages or other losses arising from the negligent acts or omissions of the TOWN, its officers, employees or agents pursuant to this Agreement.

3. DISTRICT Obligations.

3.1 Library Operations.

The DISTRICT shall provide the resources necessary for operation of the Town of Dewey-Humboldt Library (the "Library") to include equipment, furnishings, staffing, supplies, utilities and related expenses, except as otherwise expressly provided herein.

3.2 Ancillary Services.

Specific ancillary services to be provided by the DISTRICT will include professional management and governance of the Library, collection management

and acquisition, staffing, coordination and training of volunteers and oversight of policy and procedures connected with the Library operation.

3.3 Hours of Operation; Staffing.

The DISTRICT shall establish the hours of operation of the Library based on its evaluation of community needs as determined by the use of the facility by the community. Hours of operation are subject to review and approval by the TOWN. The DISTRICT shall provide professional librarian staffing for a minimum of 20 hours per week.

3.4 Maintenance of Library Premises.

The DISTRICT shall maintain interior floor coverings, interior paint, porch areas, and interior window coverings (including interior and exterior window cleaning) in and about the Library Premises. DISTRICT shall surrender the Library Premises at the end of the initial term, or any renewal thereof, in as good order and condition as at the commencement of the term, reasonable use and ordinary wear and tear and damage by fire and other unavoidable casualty accepted.

3.5 Insurance.

The DISTRICT shall obtain and, throughout the initial lease term or renewals/extensions thereof, maintain, all-risk public liability coverage, in a minimum annual aggregate policy limit of \$2,000,000. All policies shall include endorsements naming the TOWN as an additional insured. The required insurance policies may provide coverage that contains deductibles or self-insured retentions subject to the TOWN's approval of the retained or deductible amounts. It is understood and agreed that the DISTRICT shall be solely responsible for payment of any deductible or retained amounts in the event that any amounts payable to the TOWN pursuant to his Agreement are subject to a deductible or self-insured retention. Prior to the effective date of this Agreement, the DISTRICT shall provide the TOWN with certificates of insurance confirming the insurance coverage specified herein and shall notify the TOWN no less than 10 days prior to any changes in coverage including policy forms, policy limits, cancellations, non-renewals or changes in insurance carriers.

3.6 Indemnification.

The DISTRICT 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 DISTRICT, its officers, employees or agents pursuant to this Agreement.

3.7 Allocation of Operational Reimbursements.

The DISTRICT shall provide the TOWN with any reimbursements it receives, including e-rate, or other funds received from its operation of the TOWN library, including fines and fees.

4. Term of Agreement; Renewals.

The initial term of this Agreement shall commence on July 1, 2017, and shall terminate on June 30, 2018. 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 one Party to the other Party no less than ninety days (90) prior to the expiration of the then-current term. No less than one hundred twenty days (120) prior to expiration of the initial term or renewals thereof, the DISTRICT shall transmit a notice to the TOWN setting forth the Library Operations Fee proposed to be paid by the TOWN for the subsequent renewal term.

5. Termination.

The Parties may terminate this Agreement with thirty (30) days written notice. This Agreement is also subject to the cancellation provisions of A.R.S. § 38-511. Any termination of this Agreement shall not relieve the Parties of responsibility for its costs incurred prior to the effective date of the termination and any materials obtained for the purpose of this Agreement shall remain the property of the purchasing Party and shall be returned to such Party in the event of termination of this Agreement.

6. Termination for Breach.

In the event of a breach of any term or condition of this Agreement by either Party, the Party claiming the breach shall provide written notice to the other Parties, said notice shall set 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 the breach may terminate this Agreement without further notice.

7. Unavailability of Library Premises.

In the event that the Library Premises are destroyed or damaged to the extent that the DISTRICT, in its sole discretion, determines that it is not able to continue to conduct library operations at the Library Premises, or if the Library Premises become unavailable to the DISTRICT for any other reason whatsoever, the TOWN shall, within 15 days of a written notice by the DISTRICT or within such additional time as the Parties may agree, secure, at no cost to the DISTRICT, an alternate location deemed suitable by the DISTRICT to conduct its operations. If the TOWN fails or refuses to secure a suitable alternate location as provided herein, the DISTRICT may, at its option, elect to terminate this Agreement with no further obligation to provide the library services specified herein.

In the event of termination pursuant to this section, the TOWN will remain obligated for payment to the DISTRICT of the lesser of:

- a. the remaining Library Services Fees payable for the then-current initial or renewal term; or
- b. the costs incurred by the DISTRICT for the provision of library services through the date of termination plus any additional costs for goods or services through the remainder of the then-current initial or renewal that cannot be cancelled.

8. Governing Law.

The terms and conditions of this Agreement shall be construed and governed in accordance with the laws of the State of Arizona.

9. Severability/Unenforceable Provisions.

In the event that any of the provisions of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Agreement are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.

10. Entire Agreement.

This Agreement contains the entire, integrated Agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This Agreement supersedes all prior negotiations, representations, or Agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all Parties.

11. Parole Evidence.

This Agreement is intended by the Parties as a final and complete expression of their Agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Agreement.

12. Waivers.

A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Agreement does not constitute a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant,

condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.

13. Headings and Construction of Agreement.

In construing this Agreement, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Agreement or considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

14. Non-appropriation of funds.

The Parties recognize and acknowledge that the TOWN and the DISTRICT are governmental entities and this Agreement's validity is based upon the availability of public funding. In the event public funds are not appropriated for the performance of the TOWN's or the DISTRICT's obligations under this Agreement and shall notify the other Parties in writing of any such non-allocation of funds at the earliest possible date, and this Agreement shall automatically expire without penalty to the TOWN or the DISTRICT. If the TOWN's or the DISTRICT's allocation of funds is reduced, then the scope of this Agreement may be reduced, if appropriate, or this Agreement may be cancelled without further duty or obligation.

15. Alternative Dispute Resolution.

Pursuant to A.R.S. § 12-1518, disputes under this Agreement may be resolved through the use of arbitration.

16. Waiver of Jury Trial.

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.

17. 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 A.R.S. §12-341.01(A) and (B), or pursuant to any other state or federal statute.

18. Third Parties.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party. This Agreement is not intended to benefit any third party.

19. Notices.

All notices under this Agreement must be in writing and sent to the appropriate person. Notices relating to this Intergovernmental Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

TOWN:	Town of Dewey-Humboldt Town Manager P.O. Box 69 Humboldt, AZ 86329
DISTRICT:	Yavapai County Free Library District Director 1971 Commerce Center Circle, Suite D Prescott, AZ 86301
With copy to:	Yavapai County County Administrator 1015 Fair Street Prescott, AZ 86305

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.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officials on the aforementioned date.

TOWN OF DEWEY-HUMBOLDT YAVAPAI COUNTY FREE LIBRARY DISTRICT

Mayor

Chairman, Board of Directors

ATTEST:

ATTEST:

Town Clerk

Clerk of the Board

Date

Date

DETERMINATIONS OF COUNSEL

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 granted under the laws of this State to the Town of Dewey-Humboldt.

_____, Town Attorney

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.

Joy L. Biedermann
Deputy Yavapai County Attorney

Exhibit A

Model for Annual Contribution to Public Libraries

The TOWN and the DISTRICT acknowledge that the services to be performed by the public library have a value to the residents of Yavapai County. The DISTRICT, while under no obligation, may provide a monetary contribution to all Yavapai County municipal public libraries pursuant to A.R.S. 11-904. The amount of the contribution that the DISTRICT may provide to assist in funding the TOWN library are as follows:

The annual contribution calculation is in two parts. The first part is calculating the amount that will be available to the municipal Public Libraries. This amount is calculated as being the total taxes collected less the costs of operating the DISTRICT and the operation of the Yavapai Library Network.

Therefore, the general annual contribution total amount shall be based upon the following formula:

Calculations for Funds Available	
Total Tax Revenue Collected	Taxes
Operating Costs of the DISTRICT	District
Operating Costs of the NETWORK	Network
Total Funds Available	Taxes - (District + Network)

The formula for distribution shall be as presented in the following matrix that is applied to the funds available.

1. Five percent (5%) of the total funds available will be the base amount and apportioned to the Municipal Public Library based on the ratio of the number of Public Libraries associated with only incorporated municipalities participating.
2. Five percent (5%) of the total funds available and apportioned based on the population of the incorporated municipality that is responsible for the Public Library divided by the total population of the County.
3. Fifty percent (50%) is based on total net assessed value of the property of the incorporated municipality that is responsible for the Public Library divided by the total net assessed value of the County.

4. Twenty percent (20%) is based on total amount of the circulation including renewals and intra-library loans received by the Public Library divided by the total number of the same for all of the libraries.
5. Ten percent (10%) of contribution is based on total number of active users of the municipal Public Library divided by the total number of the same for all of the libraries.
6. Ten percent (10%) of contribution is based on total number of items held by the municipal Public Library divided by the total number of the same for all of the libraries.

The annual contribution shall be distributed one-half in November and the balance in May less any withholding. The DISTRICT will provide a statement with the estimated contribution amount to the TOWN no later than February of each year.

This formula is subject to change based upon the changing natures of emerging technologies and their impact on the libraries, shifts in population and changes in local governance.

Changes to this formula will be communicated during the annual renewal period through written notification from the DISTRICT to the TOWN.

Therefore the contribution matrix is as follows:

Contribution Ratios	Weight	Member Library Ratio	Resultant
Basic Amount of Contribution	5%	1 / Total Number of Public Libraries Participating	Weight * Ratio * Funds Available
Population	5%	Member Population / Total Population of County	Weight * Ratio * Funds Available
Assessed Value	50%	Member Total Assessed Value / Total Assessed Value of County	Weight * Ratio * Funds Available
Circulation + Intra-Library Loans	20%	Member Circulation/Total Circulation	Weight * Ratio * Funds Available
Active Number of users	10%	Member users / Total users	Weight * Ratio * Funds Available
Items In Collection	10%	Member Items / Total Items	Weight * Ratio * Funds Available
TOTAL	100%		Sum is the Member Annual Contribution

Example: using the formula as given above with fictional values the result is as follows.

Calculations for Funds Available	
Total Tax Revenue Collected	\$ 2,500,000
Operating Costs of the DISTRICT	\$ 1,000,000
Operating Costs of the NETWORK	\$ 300,000
Total Funds Available	\$ 1,200,000

Number of Public Libraries: 5	Total	Member Library
Population	211,000	36,250
Assessed value	\$ 200,000,000	\$ 25,000,000
Circulation	2,500,000	500,000
Users	150,000	25,000
Items	1,250,000	100,500

The resulting contribution for the Public Library would then be as follows:

Contribution Ratios	Weight	Member Library Ratio*	Resultant
Basic Amount of Contribution	5%	$(1 / 5) = 20\%$	\$ 12,000
Population	5%	$(36,250 / 211,000) = 17\%$	\$ 10,308
Assessed Value	50%	$(25,000,000 / 200,000,000) = 13\%$	\$ 75,000
Circulation = (loans + Inter-Library Loans)	20%	$(500,000 / 2,500,000) = 20\%$	\$ 48,000
Active Number of Users	10%	$(25,000 / 150,000) = 17\%$	\$ 20,000
Items In Collection	10%	$(100,500 / 1,250,000) = 8\%$	\$ 9,648
TOTAL	100%		\$ 174,956

* Percentages are rounded for simplicity in this example.

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LANDLORD TENANT AGREEMENT
Dewey-Humboldt Town Library Property

THIS LANDLORD TENANT AGREEMENT (hereafter "Lease") is entered into this _____ day of _____, 2017 by and between the Town of Dewey-Humboldt, a municipal corporation of the State of Arizona, ("the Town"), and Community Action Program, a non-profit organization organized under the laws of the State of Arizona ("CAP").

1. Description of the Property Being Leased: The property being leased hereunder is a portion of that certain real property defined by the Yavapai County Assessor's Office as Tax Parcel Number 402-09-030C and identified on EXHIBIT A as "Library" (the "Premises")

2. Use of Premises Pursuant to lease; Change of Use. The Lease is entered into by and between the Parties for the purpose of leasing real property upon which to locate the Dewey-Humboldt Town Library and for the conducting of any and all business, meetings and events deemed appropriate for that facility by the Common Council of the Town. Specifically agreed by the Parties is that a portion of the Premises shall be known as the DEWEY-HUMBOLDT TOWN LIBRARY. Any change in use shall require the approval of the CAP Board, which approval shall not be withheld unreasonably.

Any out buildings and utility fixtures necessary for the operation and maintenance of the building currently known as the Activity Center ("Center") are for the exclusive use of said Center and are not part of this Lease. The Center shall be entitled to joint use, with tenant, of the following: all parking lot areas, driveways, the septic system, utility poles, and any other joint use facilities necessary or customary for the peaceful enjoyment of the Center facility and the Library.

3. Term of Lease and Option to Extend. The initial term of this Agreement shall commence on July 1, 2017, and shall terminate on June 30, 2018. 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 ninety days (90) prior to the expiration of the then-current term.

4. Assignment and Subletting. The Town shall not assign this lease, or any part thereof, or sublet the premises or any portion thereof, without the prior written consent of CAP. Consent shall not be unreasonably withheld.

5. Lease Payment Amount. Beginning July 1, 2017, and on the first day of each month thereafter, the Town shall pay to CAP the sum of TWO THOUSAND TWO HUNDRED FOURTY DOLLARS (\$2,240). Beginning with the payment due on July 1, 2017, and with the first month of each successive lease year, thereafter, including any years during the option period should it be exercised, the monthly payment amount shall be adjusted upward by no more than six (6) percent such actual determination to be made through application of the Consumer Price Index as published by the U.S. Department of Labor – All Urban Consumers (CPI-U).

6. Pre-Lease Construction Expenses: Any and all costs associated with the obtaining of the Certificate of Occupancy (CO) to Yavapai County Standards for the Premises shall be borne by CAP.

7. Premises Improvements and Signage: The cost of any and all improvements to the Premises following the obtaining of the Certificate of Occupancy and any and all signage installed in the course of turning the Premises into the municipal library shall be at the expense of the Town, except that it is specifically agreed, that the contribution of the Thoresen Foundation of Charitable Giving shall be at the expense of CAP.

At the conclusion of this Lease, the Town shall be entitled to remove any and all improvements made to the Premises by the Town or the Yavapai County Library district. Removal of such improvements, however, cannot denigrate or diminish the value of the Premises as it existed on July 1, 2017. Prior to removal, the town shall obtain an agreement, in writing, from CAP that such items were paid for by the Town or the District, and that removal will not diminish the value of the Premises. In the event the Town wishes to remove improvements resulting in such a diminishment of the Premises, the Town shall be responsible for the cost(s) of otherwise restoring the premises to its value and condition as of July 1, 2017, reasonable wear and tear expected.

8. Insurance: Replacement Cost. Upon occupancy, the Town shall be obligated to protect against any loss or damage sustained to the structures and improvements located upon the Premises. In the event of such loss, the Town shall be responsible for restoration of the Premises to CAP's reasonable requirements. The Town shall also be obligated to the extent it deems necessary, to obtain insurance coverage for loss or damage to any and all personal property which it locates upon the Premises throughout the term of this Lease and any Renewal terms.

The Town shall also obtain personal liability coverage in an amount no less than One Million Dollars (\$1,000,000.00) to protect against any claims of injury to any person or persons allegedly injured on the Premises. The Town is only liable, pursuant to Arizona law, for acts of negligence. CAP shall obtain such coverage as it deems in its best interest to obtain in order to protect itself from claims of negligence arising upon the Premises and/or from its construction of the Premises and its position as Landlord hereunder.

In the event of loss, replacement cost of the building shall be determined at the time of loss by an independent appraiser. The terms of all insurance obtained by the Town on the Premises for any purpose, shall require the insurer to notify CAP immediately, of any reduction or cancellation of coverage, and such cancellation or reduction shall not be effective until at least 30 days after such notice is given to CAP.

9. Peaceable Enjoyment. CAP covenants to keep the Town in peaceable possession and enjoyment of the Premises during the term of this Lease.

10. Right of First Refusal. In the event CAP desires to sell the Premises:

- a) The Town shall have the right of first refusal for any bona fide offer made to CAP for the Premises. In the event of a bona fide offer, the Town may accept such terms or refuse said terms, in which case CAP shall be free to accept the original offer.
- b) In the event that CAP wishes to sell the Premises with no bona fide offer in hand, CAP shall make an offer to the Town and the Town may accept, refuse, or negotiate the price and terms. The Town may require retaining an independent appraiser to determine a fair market value for the Premises, the cost of appraiser to be shared by CAP and the Town. If the Parties agree with the amount and terms, they shall complete the sale accordingly.

If the Parties do not agree on the amount, each may appoint an additional appraiser, at their own expense, and the three appraisers shall agree on a fair market value, if possible. If agreement is not reached, the appraisal of each of the three appraisers shall be added together, divided by three, and said amount may be accepted or refused by either party.

If price and terms cannot be agreed upon and CAP receives a bona fide offer, provisions of 9a) shall apply.

11. Responsibilities of the Town. Other than payment provisions as addressed above, the Town shall comply with all statutes, ordinance, rules and regulations that are applicable to the Town's occupation and use of the Premises.

12. Utilities. The Town shall be responsible, either directly or indirectly, for the placement of any deposits and the payment of any costs of utilities utilized upon the Premises, and through the term of the Initial Term and any Renewal Terms.

13. Triple Net Lease; Maintenance. It is the intention of the Parties that this is a triple net lease. Maintenance, insurance, and taxes, in the unlikely event that there are any taxes, are the sole responsibility of the Town, except that:

a) The Town's limit on maintenance expenses is capped at \$1,200.00 per year (July to July) except the shared costs as outlined in section 13d. By June 30th of every year, on a yearly basis (July to July), the Town shall provide CA a detailed list of invoices paid, relating to maintenance costs. In the event that the annual cap is achieved, any expenses above and beyond the \$1,200.00 per year shall be borne solely by CAP.

b) In the event that the shared leach field lines require maintenance, the cost shall be shared equally between the Center and the Town. The Town will only be responsible for maintenance on the septic tank to which the library building contributes sewage.

c) Any planned maintenance activities required by CAP during the term of this or any extension shall be documented.

d) In addition to the \$1200 cap set forth in Paragraph 13 (a)(1), the Town will share 50% of equipment repair (not replacement) for the two (2) HVAC Units and the Hot Water Heater. CAP will be responsible for the other 50%. CAP will provide sole maintenance of the Hot Water Heater and the two (2) HVAC Units.

e) CAP will maintain its status as a not for profit organization with the Arizona Corporation Commission. In the unlikely event that the not for profit status is lost the Town shall be reimbursed, by CAP, for any expenses resulting from such loss, including but not limited to taxes. The Town will also maintain their status with the Arizona Corporation Commission.

14. Restriction of Hazardous Material. The Town shall not cause or permit any hazardous material to be generated, produced, brought upon, used, stored, treated, or disposed of in or about the Premises by Town, its agents, employees, contractors, sub lessees or invitees without the prior written consent of CAP. CAP shall be entitled to take into account such other factors or facts as CAP may reasonably determine to be relevant in determining whether to grant or withhold consent to the Town's proposed activity with respect to any

hazardous material. In no event, however, shall CAP be required to consent to the installation or use of any storage tanks on the Premises.

15. Assignment. Recognizing that it is possible that the Town may at some future date elect to create a library district, the interest of Parties, hereunder shall be fully assignable upon written consent of the other Party, such reasonable consent not to be withheld.

16. Notices. Any notices required under this Lease shall be deemed sufficient if made in writing and sent by certified mail to either party at the following addresses;

Community Action Program:
C.A.P.
P.O. Box 714
Dewey-Humboldt, AZ 86329

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

17. Successors and Assigns. The covenants, conditions and terms of this Lease shall extend to and be binding upon CAP and the Town and their successors, agents employees and assigns, if any.

18. Corporate Authorization. Through their signatures below, those signing this Lease on behalf of CAP, that entity being a non-profit corporation, avow that they are authorized by their corporation to enter into this Lease and that the terms of this Lease have been reviewed by their directors and approved in the entirety and without reservation.

19. Venue and Jurisdiction. Jurisdiction and venue for any and all matters arising hereunder shall be in Yavapai County Arizona and Arizona law, in eff on the date of the execution of this Lease shall control all proceedings conducted hereunder.

20. Severability. The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction, shall in no way affect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.

21. Disputes; Trial by Court and Attorney's Fees. The Parties expressly covenant and agree that in the event of a dispute arising from the Agreement, each of the parties hereto waive any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The parties expressly covenant and agree that in the event of litigation arising from this Agreement, the prevailing party may be entitled to an award of Attorney's fees, either pursuant to contract (A.R.S. 12-341.01 (A) or (B)), or pursuant to any other state of federal statute or allowance.

22. Entire Agreement. This Lease 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 of the Parties hereto.

23. Conflict of Interest. This Lease is subject to the provisions of A.R.S. 38-511, pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference, herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on this _____ day of _____, 2017.

Community Action Program, Inc.,
A non-profit corporation

By: _____
J.W. Mitchel
Its: President

STATE OF ARIZONA)
) ss
County of Yavapai)

The foregoing was subscribed and sworn to before me this _____ day of _____, 2017 by J.W. Mitchel in his capacity as President of Community Action Program, an Arizona non-profit corporation.

My Commission Expires:

_____ Notary Public

PASSED AND APPROVED by the Common Council of the Town of Dewey-Humboldt, this _____ day of _____, 2017.

Mayor Terry Nolan

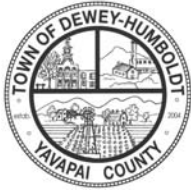
ATTEST:

APPROVED AS TO FORM:

Judy Morgan
Dewey-Humboldt Town Clerk

Susan Goodwin
Dewey-Humboldt Town Attorney

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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

June 20, 2017, 6.30 p.m. Town Council Meeting Chambers

Agenda Item # 9.2. Accountability contracts with Mayer Area Meals on Wheels (MAMOW) for Town's financial support, and with Dewey Humboldt Historical Society (DHHS) for the Museum rent and the Agua Fria Festival.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: June 14, 2017

Recommendation: Acceptance of all three non-profit Accountability Contracts

Summary:

Town Council authorized funding support to MAMOW and DHHS in FY18 budget. MAMOW is budgeted to receive \$4000. DHHS is budgeted to receive: 1) \$8400 per year to reimburse the museum rent; 2) \$2000 for the Aqua 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. Town Attorney also reviewed the contracts.

Staff recommends Council executing the contracts with the two agencies.

ACCOUNTABILITY CONTRACT

This Agreement is entered into this day of , 2017 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 that it is therefore appropriate for Contractor to receive public funds in support of its facility, services benefitting the community, 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, 2017 until June 30, 2018.
2. **SCOPE OF WORK:** Contractor agrees to use funds received from Dewey-Humboldt to provide meal delivery services to indigents, seniors, and other Town residents in need (“Services”), meeting the criteria set forth in **Exhibit A** of this Agreement. 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. Contractor shall present these reports to the Town Council at its meetings on October 3, 2017 and April 4, 2018 or as otherwise agreed by the Parties.
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. **NON-BOYCOTT OF ISRAEL:** Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

16. **IMMIGRATION LAW WARRANTY:** As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.
17. **NOTICES:** All notice provided for herein shall be hand delivered, delivered by overnight courier (e.g., Federal Express) or sent by certified or registered mail, return receipt requested, addressed to all parties hereto at the address designated for each party beside its signature or at such other address as the party who is to receive such notice may designate in writing. Notice shall be deemed completed upon: (i) such hand delivery or courier delivery or (ii) three (3) days after the deposit of same in a letter box or other means provided for the posting of mail, addressed to the party and with the proper amount of postage affixed thereto. Except as otherwise herein provided, actual receipt of notice shall not be required to effect notice hereunder.

DEWEY-HUMBOLDT:

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

CONTRACTOR:

Representative Name
Mayer Meals on Wheels

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

For Contractor (Mayer Meals on Wheels)

(Signature)

Title

For Dewey-Humboldt

Mayor

Attest:

Town Clerk

Approved as to Form:

Susan D. Goodwin,
Gust Rosenfeld PLC, Town Attorneys

EXHIBIT A
SCOPE OF WORK

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

1. Services performed only to the benefit of Town of Dewey-Humboldt residents, including the cost of the food and its delivery to Town residents.
2. The Contractor shall be in compliance of the requirements and provisions set forth in its current agreement with Northern Arizona Council of Governments, a copy of which is attached hereto and incorporated herein by this reference.
3. Contractor shall initiate the required Council presentations at least one month before each scheduled meeting by contacting Mickey Moore, as noted below.

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 copy of the current contract between the Contractor and Northern Arizona Council of Governments.
3. Funds will be disbursed upon receiving information set forth in Notes 1 and 2 and an invoice by the Contractor to request the funding in the amount of \$4000.
4. For the Council presentation and other billing and reporting matters, Contractor shall contact Mickey Moore, Accountant, at [INSERT TELEPHONE NUMBER AND EMAIL ADDRESS].

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 Dewey Humboldt Historical Society (hereinafter referred to as “Contractor”).

RECITALS:

1. It is the finding of the Dewey-Humboldt Town Council that Contractor provides services that benefit the Dewey-Humboldt community and that it is therefore appropriate for Contractor to receive public funds in support of its facility, services benefitting the community, and operations.

2. 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 17-18. 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 FY-16-17, it was \$700 a month.

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, 2017 until June 30, 2018.
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 comply with all applicable federal, state and local laws and regulations.
3. **COMPENSATION:** Dewey-Humboldt shall compensate Contractor for the Services in an amount not to exceed \$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 and report detailing the expenditure of the funds provided pursuant to this Agreement twice during the year, at the October 17, 2017 and April 18, 2018 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. **NON-BOYCOTT OF ISRAEL:** Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in Arizona Revised Statute § 35-393.
16. **IMMIGRATION LAW WARRANTY:** As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.
17. **NOTICES:** All notice provided for herein shall be hand delivered, delivered by overnight courier (e.g., Federal Express) or sent by certified or registered mail, return receipt requested, addressed to all parties hereto at the address designated for each party beside its signature or at such other address as the party who is to receive such notice may designate in writing. Notice shall be deemed completed upon: (i) such hand delivery or courier delivery or (ii) three (3) days after the deposit of same in a letter box or other means provided for the posting of mail, addressed to the party and with the proper amount of postage affixed thereto. Except as otherwise herein provided, actual receipt of notice shall not be required to effect notice hereunder.

DEWEY HUMBOLDT:

CONTRACTOR:

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

Dewey-Humboldt Historical Society

Dewey-Humboldt, AZ 86239

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

For Contractor (D-H Historical Society)

For Dewey-Humboldt

By:
Its:

Terry Nolan, Mayor

Attest:

Town Clerk

Approved as to Form:

Susan D. Goodwin
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:

1. Comply with all federal, state and local laws, regulations, and codes and other provisions of this Agreement.
2. 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.
3. The Museum shall remain 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 shall 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 17-18. In order to timely coordinate the presentation, Contractor agrees to contact the designated Town staff a month before each presentation. Town assigns Mickey Moore, Town Accountant, as Contractor's point of contact for presentation, billing and other matters.

ACCOUNTABILITY CONTRACT

This Agreement is entered into this 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”).

RECITALS:

1. It is the finding of the Dewey-Humboldt Town Council that Contractor provides services that benefit the Dewey-Humboldt community and that it is therefore appropriate for Contractor to receive public funds in support of its facility, services benefitting the community and operations.
2. The Town of Dewey-Humboldt desires to support Contractor’s production of the annual Aqua Fria Festival which is considered as a recognized event for the D-H community.

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, 2017 until June 30, 2018.
2. **SCOPE OF WORK:** Contractor agrees to use funds received from Dewey-Humboldt to produce the annual Aqua Fria Festival on a date to be determined in the fall of 2017 (“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 comply 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 [BY CONTRACTOR OR BY STAFF??? PLEASE SPECIFY] to the Town Council at its meeting on December 19, 2017.
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. **NON-BOYCOTT OF ISRAEL:** Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in Arizona Revised Statute § 35-393.
16. **IMMIGRATION LAW WARRANTY:** As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.
17. **NOTICES:** All notice provided for herein shall be hand delivered, delivered by overnight courier (e.g., Federal Express) or sent by certified or registered mail, return receipt requested, addressed to all parties hereto at the address designated for each party beside its signature or at such other address as the party who is to receive such notice may designate in writing. Notice shall be deemed completed upon: (i) such hand delivery or courier delivery or (ii) three (3) days after the deposit of same in a letter box or other means provided for the posting of mail, addressed to the party and with the proper amount of postage affixed thereto. Except as otherwise herein provided, actual receipt of notice shall not be required to effect notice hereunder.

DEWEY HUMBOLDT:

CONTRACTOR:

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

Dewey-Humboldt Historical Society

Dewey-Humboldt, AZ 86329

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

For Contractor (D-H Historical Society)

For Dewey-Humboldt

(Signature)

Terry Nolan, Mayor

Title

Attest:

Town Clerk

Approved as to Form:

Susan D. Goodwin,
Gust Rosenfeld P.L.C., Town
Attorneys

EXHIBIT A
SCOPE OF WORK

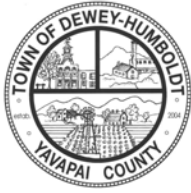
The Contractor agrees to use the funds received from Dewey-Humboldt only for the following services:

1. Contractor shall provide booth space for the Town at no charge during the event dates.
2. Town shall be permitted to participate in the Parade free of charge, including no entry fee.
3. Contractor shall present its report, as required by Paragraph 4 of this Agreement, to the Dewey-Humboldt Town Council at its meeting on December 19, 2017, or as otherwise agreed by the Parties. Contractor shall contact Mickey Moore, Town Accountant, at [INSERT TELEPHONE NUMBER AND EMAIL ADDRESS] before November 19, 2017 to coordinate preparation of the presentation.

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.

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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

June 20, 2017 – 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 9.3. Discussion and possible adoption of a Code of Ethics for members of the Town Council and Town Boards, Committees and Commissions by ordinance or resolution [Directed by Council at May 9, 2017 meeting]

- a. Adoption of Resolution No. 17-126 Establishing a Code of Ethics for Public Officials **OR**
- b. Adoption of Ordinance No. 17-136 Adopting by reference new *Chapter 35 Public Officials Code of Ethics* related to standards of ethics and conduct by the Mayor and Council members and Members of Boards, Commissions and Committees of the Town.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: June 14, 2017

Recommendation options: Adopt through Ordinance or Resolution

Summary:

At the May 9th meeting, Council collectively decided on the verbiage for the next Public Body Code of Ethics. The main question was how to adopt it, through an ordinance or a resolution.

The Town Attorney advised that either format is appropriate since there is no penalty clause in the Code of Ethics. Past “Code of Ethics” were adopted through ordinances and were codified into the Town’s Code of Ordinances book.

Staff prepared an Ordinance (No. 17-136) and a Resolution (No. 17-126) for your review, consideration and adoption.

RESOLUTION NO. 17-126

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, COUNTY OF YAVAPAI, ARIZONA, ADOPTING A CODE OF ETHICS FOR PUBLIC OFFICIALS RELATED TO STANDARDS OF ETHICS AND CONDUCE BY THE MAYOR AND COUNCIL MEMBERS AND MEMBERS OF BOARDS, COMMISSIONS AND COMMITTEES OF THE TOWN PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and Council find it in the best interest of the Town to establish ethical standards of conduct for public officials acting in their official public capacity.

NOW THEREFORE BE IT RESOLVED by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona that the Code of Ethics for Public Officials attached hereto as Exhibit A and made a part hereof as though wet forth in full is hereby adopted as the Code of Ethics for Public Officials for the Town of Dewey-Humboldt.

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, phrase, or portion of this Resolution or any part of this Resolution, is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona this ____ day of _____, 2017.

Terry Nolan, Mayor

ATTEST:

APPROVED AS TO FORM:

Judy Morgan, Town Clerk

Susan Goodwin, Town Attorney
Gust Rosenfeld, PLC



Town of Dewey-Humboldt

Adopted xxxx, 2017

Town Of Dewey-Humboldt Public Officials Code of Ethics

The Code of Ethics is sets forth the rules or standards governing public officials of the Town of Dewey-Humboldt.

A public official is defined for purposes of this Code of Ethics as the Mayor, Town Council members, and Town Board, Commission or Committee member.

The purpose of this Code of Ethics is to establish ethical standards of conduct public officials acting in their official capacity.

I. Responsibilities of Public Office

By oath of office each public official is responsible to uphold the Constitution of the United States of America, the Constitution of the State of Arizona, and the ordinances and regulations of the Town of Dewey-Humboldt. The public official shall perform his obligations in a manner that is impartial and responsible to all people.

The public official shall not use his position for personal or monetary gain.

The public official shall not disclose confidential information concerning the property, government, or affairs of the Town of Dewey-Humboldt without proper legal authorization.

II. Conflict of Interest

This Code of Ethics shall reinforce any existing affirmation regarding conflict of interest contained in the public official's oath of office. When acting in a public capacity, the public official shall abstain from participating in discussion and vote on any pending matter that would result in his financial or private gain.

The public official shall not directly or indirectly solicit, accept or receive any gift--whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form that could be reasonably inferred to influence the performance of his official duties and actions or serve as a reward for any official action or that violates the lobbyist laws set forth in A.R.S. Section 41-1232.08.

III. Conduct in Public Office

The public official shall not discuss or divulge confidential information acquired by him in the course of his official duties nor shall he use this information for his own personal interest.

The public official shall respect the rights, privileges and opinions of his fellow public officials. Propriety dictates that the public official be sensitive to the possible confidential or personal nature of directives addressed to other individuals.

IV. Compliance and Enforcement with the Dewey-Humboldt Code of Ethics.

When public officials assume their duties they have an obligation to abide by this Code of Ethics. Any possible violation of this Code of Ethics should be reported to a member of the council. This alleged violation may be put on a future council meeting agenda, if appropriate, with notification to the alleged violator. If the alleged violation is believed to be a criminal matter it shall be reported to the proper authorities.

All public officials shall acknowledge receipt of this Code of Ethics and are expected to honor the mandates set forth in this Code of Ethics.

Town of Dewey-Humboldt Code of Ethics

The undersigned acknowledges receipt of the Town of Dewey-Humboldt Code of Ethics this day of the month of _____, 20__.

Signature

Print Name

Public office or position held

ORDINANCE N^o 17-136

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, COUNTY OF YAVAPAI, ARIZONA, AMENDING THE CODE OF DEWEY-HUMBOLDT, TITLE III ADMINISTRATION BY ADOPTING BY REFERENCE NEW CHAPTER 35 PUBLIC OFFICIALS CODE OF ETHICS RELATED TO STANDARDS OF ETHICS AND CONDUCT BY THE MAYOR AND COUNCIL MEMBERS AND MEMBERS OF BOARDS, COMMISSIONS AND COMMITTEES OF THE TOWN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

Whereas, the Mayor and Council find it in the best interest of the Town to establish ethical standards of conduct for public officials acting in their official public capacity.

Whereas, that certain document entitled “Code of Ethics for Public Officials”, three copies of which are on file in the office of the Town Clerk, is hereby declared to be a public record and said copies are ordered to be maintained in the office of the Town Clerk.

Now, Therefore, Be it ordained by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, as follows:

Section 1. In General

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title III Administration, is hereby amended by adding new Chapter 35 Public Officials Code of Ethics to read as set forth in that certain document entitled “Code of Ethics for Public Officials” which is hereby adopted by reference, and each and all of the conditions and terms of the Code of Ethics are hereby referred to, adopted, and made part hereof as through fully set forth herein.

Section II. Repeal of Conflicting Ordinances

All other code provisions, ordinances, or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date hereof.

Section III. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance as amended is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Dewey-Humboldt, Yavapai County, Arizona, this ____ day of _____, 2017.

Terry Nolan, Mayor

ATTEST:

APPROVED AS TO FORM:

Judy Morgan, Town Clerk

Susan D. Goodwin, Town Attorney



Town of Dewey-Humboldt

Adopted xxxx, 2017

Town Of Dewey-Humboldt Public Officials Code of Ethics

§ 35.01 PREAMBLE

(A) The Code of Ethics is sets forth the rules or standards governing public officials of the Town of Dewey-Humboldt.

(B) A public official is defined for purposes of this Code of Ethics as the Mayor, Town Council members, and Town Board, Commission or Committee member.

(C) The purpose of this Code of Ethics is to establish ethical standards of conduct public officials acting in their official capacity.

§ 35.02 RESPONSIBILITIES OF PUBLIC OFFICE

(A) By oath of office each public official is responsible to uphold the Constitution of the United States of America, the Constitution of the State of Arizona, and the ordinances and regulations of the Town of Dewey-Humboldt. The public official shall perform his obligations in a manner that is impartial and responsible to all people.

(B) The public official shall not use his position for personal or monetary gain.

(C) The public official shall not disclose confidential information concerning the property, government, or affairs of the Town of Dewey-Humboldt without proper legal authorization.

§ 35.03 CONFLICT OF INTEREST

(A) This Code of Ethics shall reinforce any existing affirmation regarding conflict of interest contained in the public official's oath of office. When acting in a public capacity, the public official shall abstain from participating in discussion and vote on any pending matter that would result in his financial or private gain.

(B) The public official shall not directly or indirectly solicit, accept or receive any gift--whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form that could be reasonably inferred to influence the performance of his official duties and actions or serve as a reward for any official action or that violates the lobbyist laws set forth in A.R.S. Section 41-1232.08.

§ 35.04 CONDUCT IN PUBLIC OFFICE

The public official shall not discuss or divulge confidential information acquired by him in the course of his official duties nor shall he use this information for his own personal interest.

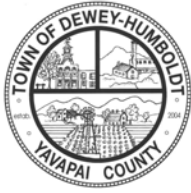
SDG:sdg 2985331.1 5/28/2017

The public official shall respect the rights, privileges and opinions of his fellow public officials. Propriety dictates that the public official be sensitive to the possible confidential or personal nature of directives addressed to other individuals.

§ 35.05 COMPLIANCE AND ENFORCEMENT WITH THE DEWEY-HUMBOLDT CODE OF ETHICS

(A) When public officials assume their duties they have an obligation to abide by this Code of Ethics. Any possible violation of this Code of Ethics should be reported to a member of the council. This alleged violation may be put on a future council meeting agenda, if appropriate, with notification to the alleged violator. If the alleged violation is believed to be a criminal matter it shall be reported to the proper authorities.

(B) All public officials shall acknowledge in writing the receipt of this Code of Ethics and are expected to honor the mandates set forth in this Code of Ethics.



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

TOWN COUNCIL REGULAR MEETING

June 20, 2017 – 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 9.4. Administrative Regulations concerning Sick Leave: AR 15-01 Employee Benefits amendments and AR 17-01 Employee Sick Leave.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: June 6, 2017

Recommendation: Approve the two Administrative Regulations (AR 15-01 and AR 17-01).

Summary:

Recently, State Legislature amended Arizona Revised Statutes (ARS) concerning earned paid sick time which becomes effective July 1, 2017. Some of the highlights of the ARS changes, as related to Dewey-Humboldt, are – 1) All employees, regardless of classifications (including part-time employees and temporary employees) earn paid sick leave time 2) The list of acceptable uses for sick leave time has been expanded.

In response to the changes, the Town needs to amend its current policies regarding the same. AR 15-01 Employee Benefits has been amended. To accompany these amendments, a separate sick leave regulation, AR 17-01 Sick Leave, has been drafted. The current sick leave accrual rate for the full-time employees (FTEs) is more generous than the state requirement and we intend to keep it for the FTEs. The Town currently does not provide paid sick leave time to part-time employees or temporary employees. We are proposing such benefits to part-time/temporary employees. As a result, there will be two separate accrual rates for FTE and Part-time or Temporary employees.

Additionally, AR 17-01 added a provision to allow sick leave transfer/donation within certain criteria. The intent is to retain valuable employees. The need for sick leave transfer does occur and I have been considering a policy for sick leave donation over the years. I believe it is a good policy.

The Town Attorney helped draft the two Administrative Regulations and I approve them. Town Code provides that “Not less than ten days prior to the implementation of an administrative procedure, the Town Manager shall provide written notice to the Town Council of the proposed revisions or new administrative procedure. The Council shall retain the right in its sole discretion and judgment to amend, repeal, or modify any of the above-designated regulations.” I recommend Council approve the Regulations, as well. Upon your approval, they will become effective July 1, 2017.

 TOWN OF DEWEY-HUMBOLDT ADMINISTRATIVE REGULATION	AR № 15-01
Subject: <i>Employee Retirement, Health, and Paid Time Off Benefits (Amended)</i>	Effective Date: June 15, 2015; Amendment Effective: July 1, 2017

1. **Scope.** This policy applies to all Town Employees.
2. **Purpose.** To outline employee retirement, health, and paid time off benefits provided by the Town and establish employee eligibility. This policy is effective, as amended, on July 1, 2017.
3. **Policy.**
 - 3.1. For the purpose of this section, town employees are classified as three types. They are as follows:
 - a. **Full Time Employees (FTE):** employees who are scheduled to work 40 hours or more per week.
 - b. **Permanent Part Time Employees (PPT):** employees who are scheduled to work at least 9 hours per week, and work 29 or fewer hours per week on a regular basis.
 - c. **Temporary Employees:** Employees who are hired on a temporary basis and scheduled to work variable hours not to exceed 40 hours per week.
 - 3.2. Full time employees are eligible for the following benefits:
 - a. **ICMA-RC 401(a) retirement account:** The Town provides a 2-to-1 match of up to 12% for an employee contribution of 6% (for a total of 18%). The Town does not participate in Social Security or the Arizona State Retirement System. An employee-funded ICMA-RC 457 plan is also available with no contribution by the Town. The vesting period for the retirement benefit is two years.
 - b. **Health, short-term disability and life insurance benefits:** Commencing on the 1st of the month following completion of initial 30 days of employment, FTE is eligible for a health insurance plan paid by Town for the employee only (dependent coverage available at employee's expense) and supplemented with a Health Savings Account contribution by the Town of \$100 per month, life insurance, short term disability insurance, dental and vision insurance paid by the Town for the employee only (dependent coverage available at employee's expense). Town's health insurance plan does not provide COBRA coverage.
 - c. **Earned Paid sick leave:** Earned paid sick leave will accrue and may be used by employees as set forth in AR No. 17-01.

- d. Paid vacation leave will accrue at a rate of 4.6154 hours each pay period for up to 15 days per year, but cannot be used until an initial 3 months of full time employment have been completed. Vacation leave carryover and payment is subject to AR No. 08-04.
- e. Paid Holidays and Personal Days. The Town provides ten (10) paid holidays each calendar year. After completion of 30 days of full-time employment, FTE shall receive one (1) paid personal day off (8 hours) per calendar year. Personal days can be used by an hour increment, but must be used within one calendar year of accrual. Any remaining personal day hours cannot be carried over from one calendar year to the next. Remaining personal day hours will not be paid by Town when the employee is discharged voluntarily or involuntarily.

3.3. Permanent Part Time Employees are not eligible for the benefits provided to FTEs, except Earned Paid Sick Leave as set forth in AR No. 17-01, but are eligible for the following benefits:

- a. ICMA-RC 457 retirement account: PPTs are required to contribute 2.5% of income to an ICMA-RC 457 retirement account. The Town provides a 2-to-1 match of up to 5% of employee's gross salary for an employee contribution of 2.5% (for a total of 7.5% of an employee's gross salary). The vesting period is two years. The Town does not participate in Social Security or the Arizona State Retirement System.

3.4. Temporary employees are not eligible for and do not receive benefits from the Town, except Earned Paid Sick Leave as set forth in AR No. 17-01.

3.5. The Town has less than 50 employees and is exempt from the Family Medical Leave Act requirements. Details for the unpaid medical leave of absence benefit are set forth in AR 15-02.

TOWN MANAGER APPROVAL	Initial: _____
Notes: 	

 TOWN OF DEWEY-HUMBOLDT ADMINISTRATIVE REGULATION	AR № 17-01
Subject: <i>Employee Sick Leave</i>	Effective Date: July 1, 2017

1. **Scope.** This policy applies to all Town Employees, including full time, part-time and temporary employees.
2. **Purpose.** To outline employee earned paid sick time accrual and procedures in conformance with Arizona state law. This Policy is effective July 1, 2017.
3. **Policy.**

3.1 **Definitions:** For purposes of this policy, words of the masculine gender include the feminine; words in singular number include the plural; words in the plural include the singular; and the following definitions apply:

- a. ***Abuse:*** An offense prescribed in Section 13-3626, Arizona Revised Statutes.
- b. ***Domestic Violence:*** As defined in Section 13-3601, Arizona Revised Statutes.
- c. **Family Member:**
 - i. Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, or an individual to whom the employee stood in loco parentis when the individual was a minor;
 - ii. A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child;
 - iii. A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;
 - iv. A grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or

- v. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- d. *Sexual Violence*: An offense prescribed in: (1) Title 13, Chapter 14, Arizona Revised Statutes, except for Sections 13-1408 and 13-1422; or (B) Sections 13-1304(A)(3), 13-1307, 13-3019, 13-3206, 13-3212, 13-3552, 13-3553, 13-3554, or 13-3560, Arizona Revised Statutes.
- e. *Stalking*: An offense prescribed in Section 13-2923, Arizona Revised Statutes.

3.2 Accrual of Earned Paid Sick Time ("EPST"):

- a. Full Time Employees shall accrue .03462 hours of EPST for each hour worked. All other employees shall accrue .0333 hours of EPST for each hour worked, up to a maximum of 72 hours (9 days) per year.
- b. EPST shall begin to accrue at the commencement of employment.
- c. For Full-Time Employees, unused EPST shall be carried over to the following year, up to a maximum accrual of 240 hours (30 days). For all other employees, up to a maximum of 24 hours of unused EPST shall be carried over to the following year.
- d. Employees who terminate employment, retire, or are terminated by the Town shall forfeit accrued EPST, and shall not be compensated for any accrued EPST.
- e. Any employee rehired within nine (9) months of separation of employment shall have all accrued, unused EPST at the time of his separation reinstated and may use the balance immediately upon rehire.

3.3 Use of Earned Paid Sick Leave: EPST Leave may be taken as set forth in Arizona Revised Statutes, § 23-373, including:

- a. The employee's: (1) mental or physical illness, injury or health condition; (2) need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or (3) need for preventive medical care;
- b. Care of a family member: (1) suffering from a mental or physical illness, injury or health condition; (2) who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or (3) who needs preventive medical care;
- c. Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health

emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of his exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease; or

- d. Absence necessary due to domestic violence, sexual violence, abuse or stalking, provided the leave is to allow the employee to obtain for the employee or the employee's family member:
 - i. Medical attention needed to recover from physical or psychological injury or disability caused by domestic violence, sexual violence, abuse or stalking;
 - ii. Services from a domestic violence or sexual violence program or victim services organization;
 - iii. Psychological or other counseling;
 - iv. Relocation or taking steps to secure an existing home due to domestic violence, sexual violence, abuse or stalking; or
 - v. Legal services, including but not limited to preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, sexual violence, abuse or stalking.
- e. Employees shall make a reasonable effort to schedule routine doctor and dental appointments in a manner that is least disruptive to Town operations. An employee may be requested by the Town to provide documentation of health care practitioner appointments. An employee who is on sick leave shall not engage in any gainful employment with an employer other than the Town unless prior written approval has been granted by the Town Manager.
- f. EPST is not available for use until the employee has completed ninety (90) days of employment with the Town. EPST must be accrued before it can be used. Part-day absences shall be rounded up to the nearest quarter hour for calculation of how many hours have been used. EPST shall not be used to supplement an employee's hours to exceed the number of hours she is normally scheduled to work each work week.
- g. EPST shall be paid only for periods when the employee would normally be scheduled to work.

3.4 Abuse of EPST: Taking EPST Leave under false pretenses is a violation of trust that is essential to the employer- employee relationship.

3.5 Notice Requirements:

- a. An employee who knows in advance that he will be absent using EPST shall give his supervisor advance notice in writing, including the probable start date and duration of the absence. If a sudden illness or other emergency situation requiring use of EPST makes it impossible for an employee to request EPST leave before the workday begins, he should notify his Supervisor within 15 minutes of the start of the workday by telephone, email, or text message. Failure to provide such notice may result in the employee not being permitted to use EPST for the absence.
- b. Before an absence may be charged against his accrued EPST, the employee shall complete a Request for Leave form and have it authorized by his supervisor prior to the end of her first day of return from EPST leave.

3.6 Proof of Need for Absence: An employee absent for three (3) or more consecutive days shall provide reasonable documentation that the EPST has been used for a purpose covered under Section 3.3, Use of EPST Leave.

- a. In case of absence for health-related reasons, a note from a health care practitioner certifying that the employee was unable to work for health reasons shall be considered reasonable. Supervisors also may require proof of illness for absences of less than three days in cases where an employee has compiled a poor attendance record or exhibited a pattern of absences.
- b. In cases of an absence due to domestic violence, sexual violence, abuse or stalking, one the following types of documentation shall be considered reasonable documentation:
 - i. Police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual violence, abuse or stalking;
 - ii. A protective order; injunction against harassment; a general court order; or other evidence from a court or prosecuting attorney that the employee or employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual violence, abuse or stalking;
 - iii. A signed statement from a domestic violence or sexual violence program or victim services organization affirming that the employee or employee's

family member is receiving services related to domestic violence, sexual violence, abuse or stalking;

- iv. A signed statement from a witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization;
 - v. A signed statement from an attorney, member of the clergy, or a medical or other professional affirming that the employee or employee's family member is a victim of domestic violence, sexual violence, abuse, or stalking; or
 - vi. An employee's written statement affirming that the employee or the employee's family member is a victim of domestic violence, sexual violence, abuse or stalking, and that the leave was taken for one of the purposes under Use of EPST Leave, above. The written statement does not need to be in an affidavit format or notarized, but shall be legible if handwritten and shall reasonably make clear the employee's identity, and if applicable, the employee's relationship to the family member.
- c. Any documentation provided is not required to explain the nature of the health condition or the details of the domestic violence, sexual violence, abuse or stalking.
 - d. If an employee is absent from work for health reasons for a period of more than seven calendar days, he may be required to submit a written release, without restrictions, or with restrictions, if a light duty position is available, from a qualified physician prior to returning to work.
 - e. An employee who is absent and uses EPST for any part of the last scheduled day before or first scheduled day back from vacation, holiday, or personal day, shall provide reasonable documentation that the EPST has been used for a purpose covered under Subsection 3.3 Use of EPST Leave.
- 3.7 Transfer of EPST: Any Full Time Employee who has been employed by the Town for a minimum of three (3) years and has depleted his EPST as a result of serious illness or injury may receive donations of EPST from other employees subject to the following limitations:
- a. A completed "Authorization to Transfer EPST" form must be submitted to and approved by the Town Manager;
 - b. The EPST transfer is voluntary and shall be provided in multiples of eight hours;

- c. The EPST transferred must be used for EPST leave by the recipient for his own serious illness or injury (not to care for a family member) and must be used within 6 months of the date of the donation;
- d. The EPST transferred shall not be deducted from the donor's EPST record until the recipient has exhausted all EPST, accrued vacation time, and accrued personal time; and
- e. An Authorization to Transfer EPST shall be in writing, signed by the donor employee, and shall specify the number of hours which the payroll department is authorized to transfer.

3.8 Confidentiality of Medical Information: Any information about an employee's medical condition is confidential and shall be kept in a separate file by the Personnel Department. If an employee is absent for EPST reasons, the employee's personnel file shall contain only the dates of the absence and that EPST leave was taken.

TOWN MANAGER APPROVAL	Initial: _____
Notes:	

AUTHORIZATION TO TRANSFER EARNED PAID SICK TIME

Transfer of Earned Paid Sick Time ("EPST") is authorized by AR No. 17-01 Employee Sick Leave to any employee who has been employed by the Town full-time for three years or more, is suffering from a serious illness or injury, and has exhausted his or her own EPST. Transfer of EPST is voluntary and will be made in increments of 8 hours.

By signing this form, the donating employee is authorizing the Town of Dewey-Humboldt to reduce his or her EPST by the number of hours indicated on this form. The EPST account of the employee receiving the donated time will be increased accordingly. **The number of hours donated will be deducted from your EPST accruals.**

Name of Donor: _____

Department: _____

Number of Hours Donated: _____

Name of Recipient: _____

Department: _____

Please read the paragraph below carefully and, if you agree, sign and date where indicated.

I wish to donate the amount of EPST noted above to the named recipient and make this donation voluntarily. I have read and agree to the conditions set forth in AR No. 17-01 and understand that the amount of EPST available for my use will be reduced by the amount that I am donating to the recipient and will not be returned to me, regardless of whether it is used by the recipient.

Signature of Donor: _____

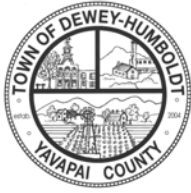
Date: _____

Town Manager decision: Approval_____ Denial_____

Other comments if applicable: _____

Date: _____

Signature of Town Manager: _____



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

TOWN COUNCIL REGULAR MEETING

June 20, 2017 – 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 9.5. Open Meeting Law Discussion and Training

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: June 6, 2017

Summary:

In March and April, the Attorney General's (AG's) Office received a few Open Meeting Law complaints regarding the Dewey-Humboldt Town Council. The Town Attorney looked into the complaints and responded to the AG's Office inquiries. The Attorney General's Office rendered a final decision letter/letter of concern dated May 19, 2017. All correspondences are attached.

The Letter of Concern recommends that Town Attorney discuss the matter with the Town Council and that Council Members attend training on the Open Meeting Laws. The Town Attorney will address the recommendations at this meeting.



OFFICE OF THE ARIZONA ATTORNEY GENERAL

MARK BRNOVICH
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION
LIABILITY MANAGEMENT SECTION

KELLEY J. MORRISSEY
ASSISTANT ATTORNEY GENERAL
(602) 542-7605
KELLEY.MORRISSEY.AZAG.GOV

March 22, 2017

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

Re: *Open Meeting Law Complaint and Dewey-Humboldt Town Council*
File No. P007-2017-000006

Dear Ms. Goodwin:

The Attorney General's Office received an Open Meeting Law Complaint from a Dewey-Humboldt citizen regarding a town council meeting held on February 21, 2017. The Agenda for this meeting states: "4.1. Interviews and possible appointment of applicants to the Planning and Zoning Commission to fill the two vacancies." The complaint alleges that a third vacancy arose and was filled during the Town Council Meeting without any notification to the public. Additionally, the Complaint alleges that the person appointed to the third vacancy was not properly vetted in compliance with Town Code § 31.17(D).

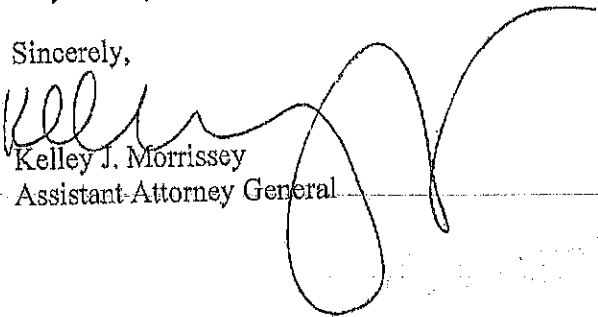
The Arizona Open Meeting Law requires that notice of any changes to a meeting's agenda be given at least 24 hours prior to the meeting. The Complaint alleges that no amended agenda for the Town Council Meeting of February 21, 2017, was issued advising the public of the third vacancy on the Planning and Zoning Commission. By not amending the agenda or setting another date for the appointment of another commissioner, other potential candidates were not able to be considered for the newly open position. (It should be noted that the website for Dewey-Humboldt has a 2008 version of the Open Meeting Law booklet. The most current version of the Open Meeting Law booklet is November 2016 and can be found at www.azoca.gov.)

Additionally, Dewey-Humboldt Town Code § 31.17(D) states that "[a]ll proposed appointees shall be subject to a background check and shall be interviewed by the Chair of the board, commission, or committee prior to submission of the name to the Council for approval of the appointment." The Complaint alleges that Ms. Brooks, the individual appointed to the Planning and

Zoning Commission vacancy, was not subjected to a background check prior to being interviewed for this appointment.

We ask you to investigate these issues to see whether there is a basis for these claims, and if so, whether any extenuating circumstances justified the Town Council's actions. Please respond to this letter within 30 days of receipt, and thank you for your cooperation in this matter.

Sincerely,


Kelley J. Morrissey
Assistant Attorney General

KJM: #5840047



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION
LIABILITY MANAGEMENT SECTION

KELLEY J. MORRISSEY
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April 4, 2017

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

Re: *Open Meeting Law Complaint and Dewey-Humboldt Town Council*
File No. P007-2017-000006

Dear Ms. Goodwin:

The Attorney General's Office received an Open Meeting Law Complaint from a Dewey-Humboldt citizen regarding a town council meeting held on March 21, 2017. That meeting's agenda states: "9.4. Ratify appointments of newly appointed P & Z members. [CAARF requested by Mayor Nolan]." The complaint alleges that the actions of the Town Council violated A.R.S. § 38-431.05(B)(2), (3), and (4). Specifically, A.R.S. § 38-431.05. Meeting held in violation of article; business transacted null and void; ratification, states:

B. A public body may ratify legal action taken in violation of this article in accordance with the following requirements:

2. The notice for the meeting shall include a description of the action to be ratified, a clear statement that the public body proposes to ratify a prior action and information on how the public may obtain a detailed written description of the action to be ratified.

3. The public body shall make available to the public a detailed written description of the action to be ratified and all deliberations, consultations and decisions by members of the public body that preceded and related to such action. The written description shall also be included as part of the minutes of the meeting at which ratification is taken.



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION
LIABILITY MANAGEMENT SECTION

KELLEY J. MORRISSEY
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April 17, 2017

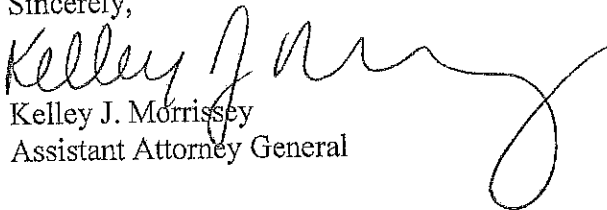
Susan Goodwin, Town Attorney
Town of Dewey-Humboldt
P.O. Box 69
Humboldt, AZ 86329

Re: *Open Meeting Law Complaint and Dewey-Humboldt Town Council*
File No. P007-2017-000006

Dear Ms. Goodwin:

As we discussed, I have received two more complaints from a second Dewey-Humboldt citizen regarding the town council meetings held on February 21, 2017 and March 21, 2017. These complaints allege the same issues set forth in my letters dated March 22, 2017 and April 4, 2017. Based on our telephone conversations, I look forward to your response to the alleged issues.

Sincerely,


Kelley J. Morrissey
Assistant Attorney General

KJM: 5877103

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

■ ONE E. WASHINGTON, SUITE 1600 ■ PHOENIX, ARIZONA 85004-2553 ■ TELEPHONE 602-257-7422 ■ FACSIMILE 602-254-4878 ■

Susan D. Goodwin
602.257.7671
sgoodwin@gustlaw.com

April 17, 2017

Kelley J. Morrissey
Assistant Attorney General
1275 W. Washington Street
Phoenix, AZ 85007-2926

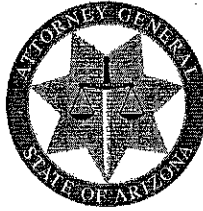
**Re: Town of Dewey-Humboldt – Open Meeting Law
Violation Complaints**

Dear Ms. Morrissey:

We received the two letters from you dated March 22, 2017, and April 4, 2017 alleging violation of Arizona's open meeting law. The complaints allege violation of the Arizona open meeting law related to the appointment of a Planning and Zoning Advisory Commission ("Commission") member. You indicated I could respond to both complaints in one letter.

March 22, 2017 Letter. The allegations are that the Town Council (i) violated the open meeting law on February 21, 2017 by appointing three Commission members when the agenda for the meeting stated that two vacancies would be filled, and (ii) violated the Town Code requirement that appointments to Town boards and commissions be subject to a background check. With respect to the open meeting law violation allegation, we agree that this was a violation of the open meeting law. The agenda should have stated that three commissioners would be appointed. However, as we have now discussed, at its March 21, 2017 meeting, the Council voted to "ratify" the three appointments made at the February 21, 2017 meeting. A copy of the agenda for the March 21, 2017 meeting is attached. The motion that was approved was to "ratify the appointments – all of them." Because the procedures of A.R.S. Section 38-431.05B for ratification of a prior action taken in violation of an open meeting law were not followed, the Council's March 21, 2017 vote was not retroactive to the February 21, 2017 meeting. However, the Council's action on March 21, 2017 was effective to properly appoint the three Commission members effective as of March 21, 2017.

With respect to the allegation that the appointment of one of the Commission members on February 21, 2017 violated the Town Code, the Attorney General's jurisdiction does not extend to enforcement of the Town Code. Nevertheless, please be advised that prior to the March 21, 2017 meeting, the background check was completed.



OFFICE OF THE ARIZONA ATTORNEY GENERAL

MARK BRNOVICH
ATTORNEY GENERAL

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May 19, 2017

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

Re: *Open Meeting Law Complaint and Dewey-Humboldt Town Council*
File No. P007-2017-000006

Dear Ms. Goodwin:

As you are aware, this office has received and investigated multiple complaints alleging that the Dewey-Humboldt Town Council violated the Arizona Open Meeting Law during its meetings on February 21, 2017 and March 21, 2017. Our review is complete and our findings are outlined in this Letter of Concern.

1. Failure to Change Agenda

The agenda for the Town Council Meeting on February 21, 2017, stated that the two vacancies on the town's Planning and Zoning Commission would be filled. However, not two but three vacancies were filled during that meeting, violating A.R.S § 38-431.02 (H). The Town Council was only permitted to make decisions on matters listed on the agenda. It was not permitted to fill a third unlisted vacancy on the Commission. "If a public body finds it necessary to change an agenda by modifying the listed matters or adding new ones, a new agenda must be prepared and distributed in the same manner as the original agenda, at least twenty-four hours in advance of the meeting." Ariz. Att'y Gen. Op. I79-45. "Changes in the agenda within twenty-four hours of the meeting may be made only in case of emergency." Ariz. Att'y Gen. Op. I79-192. In your letter dated April 17, 2013, you agree that the Town Council violated the Open Meeting Law when it failed to issue a new agenda advising that three commissioners would be appointed at the Town Council Meeting on February 21, 2017.

2. Town Council Did Not Follow the Appropriate Hiring Procedure

Karen Brooks submitted her application for a vacancy on the Town's Planning and Zoning Commission around 5:00 p.m. on February 21, 2017, the day the positions were being filled at the Town Council Meeting. Ms. Brooks was appointed to one of the vacancies on the Planning and Zoning Commission during this meeting. Prior to Ms. Brooks being both considered and appointed to one of the vacancies, she was not subjected to a background check, nor was she interviewed by the commission, evidently in violation of § 31.17 (D) of Dewey-Humboldt Town Code, which provides: "All proposed appointees shall be subject to a background check and shall be interviewed by the Chair of the board, commission or committee prior to submission of the name to the Council for approval of the appointment." As we discussed, and as stated in your letter dated April 17, 2017, the Attorney General's jurisdiction does not extend to enforcement of the Dewey-Humboldt Town Code and we therefore take no position on this matter.

3. Ratification of Appointments During Town Council Meeting on March 21, 2017

The agenda for the Town Council Meeting on March 21, 2017, stated: "9.4. Ratify appointments of newly appointed P & Z members. [CAARF requested by Mayor Nolan]." The complaint alleges that the actions of the Town Council violated A.R.S. § 38-431.05(B)(2), (3), and (4) which state as follows:

38-431.05. Meeting held in violation of article; business transacted null and void; ratification

B. A public body may ratify legal action taken in violation of this article in accordance with the following requirements:

* * *

2. The notice for the meeting shall include a description of the action to be ratified, a clear statement that the public body proposes to ratify a prior action and information on how the public may obtain a detailed written description of the action to be ratified.

3. The public body shall make available to the public a detailed written description of the action to be ratified and all deliberations, consultations and decisions by members of the public body that preceded and related to such action. The written description shall also be included as part of the minutes of the meeting at which ratification is taken.

4. The public body shall make available to the public the notice and detailed written description required by this section at least

seventy-two hours in advance of the public meeting at which the ratification is taken.

You explain in your letter dated April 17, 2017, that if the Town Council had followed the procedures set forth in A.R.S. § 38-431.05(B)(2), (3), and (4) it would have resulted in the ratification of the appointment of all the Commission members during the Town Council meeting on February 21, 2017. Nevertheless, you advise that the Town "makes no claim that this was a formal ratification under the statute or that the appointments were effective as of February 21, 2017." The appointments, however, were properly made during the Town Council's meeting on March 21, 2017, and the appointment of Ms. Brooks to the Planning and Zoning Commission became effective *on that date* as an original action, not a ratification of the earlier, improper action. We conclude that the Town Council's action did not violate the Open Meeting Law.

Remedy

The Town Council violated the Open Meeting Law during its Town Council meeting on February 21, 2017. Additionally, after reviewing the videos of the Town Council meetings on February 21, 2017, and March 21, 2017, it appears that some of the Council members are unfamiliar with Arizona's Open Meeting Laws. Because the Town Council did not know they were violating these laws, and to avoid similar complaints in the future, they must receive instruction concerning the Open Meeting Laws.

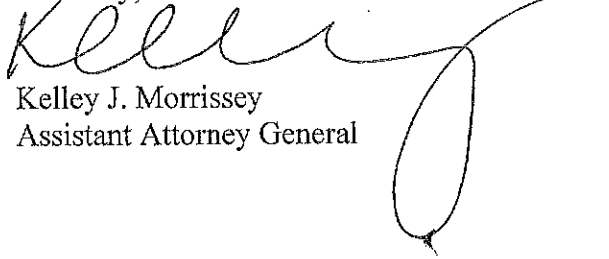
I recommend the following:

1. That you discuss this Letter of Concern with the Town Council members during a properly noticed meeting.
2. That the Town Council members attend formal training with regard to the Open Meeting Laws.

Please let me know if the Town Council agrees to these recommendations. We hope that this Letter of Concern will resolve this matter, but we are prepared to take stronger action if the Town Council continues to violate Open Meeting Laws.

If you have any questions, please call me at (602) 542-7605.

Sincerely,


Kelley J. Morrissey
Assistant Attorney General

KJM: 5902648