

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

**Tuesday, April 7, 2015, 6:30 P.M.**

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

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

**AGENDA**

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

**1. Call To Order.**

**2. Opening Ceremonies.**

**2.1. Pledge of Allegiance.**

**2.2. Invocation.**

**3. Roll Call.** Town Council Members Arlene Alen, Mark McBrady, Dennis Repan, Doug Treadway, Nancy Wright; Vice Mayor Jack Hamilton; 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.

**4.1. PowerTalk21® Day Proclamation.**

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

**5.1. Invitation and scheduling of Public Works Supervisor taking Council Members to tour all Town roads, including paved and unpaved.**

**5.2. Brief update on a few pending/upcoming planning and zoning projects.**

**5.3. Replacement and reuse plan for current Town information sign located at the intersection of Third St. and SR 69.** Its current state and suggested improvement as related to annual budgets.

**6. Consent Agenda.**

**6.1. Minutes.** Minutes from the March 3, 2015 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.

Page 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.

17 **8.1. Abacus Inc. presenting Town Hall Space Needs Study preliminary report.**

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

29 **9.1. Intent to join regional agencies to apply for a FEMA Grant for Public Safety/Technology/Permitting Software Application and authorization for Mayor to sign letter of support.** Council support or reject intent to apply for the grant and possible authorization to sign letter of support.

33 **9.2. Fiscal Year 15-16 Public Safety Services Intergovernmental Agreement (IGA) with Yavapai County Sheriff's Office and Contract Fees.** Possible acceptance or rejection of the IGA and possible discussion of related fees.

47 **9.3. Discussion and possible action on changing some dates for budget discussion.** [CAARF requested by CM Wright]

49 **9.4. Request to have a booth at the League of Cities and Towns Conference in August. That we have our T-shirt depicting our town.** [CAARF requested by Mayor Nolan]

51 **9.5. To purchase 3-dozen T-shirts for the Elementary School kids who are planting flowers around the Town Council complex.** [CAARF requested by Mayor Nolan]

**10. Public Hearing Agenda.**

55 **10.1. Ordinance 15-110 Town Code Amendments regarding Accessory Dwelling Units Public Hearing and possible action.** Possible adoption or rejection of Ordinance 15-110.

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

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**11. Comments from the Public.** The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. At the conclusion of Comments from the Public, Council members may respond to criticism made by those who have addressed the public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Council members are forbidden by law from discussing or taking legal action on matters raised during the Comments from the Public unless the matters are properly noticed for discussion and legal action. The total time for Public Comment is 3 minutes per person. The audience is asked to please be courteous and silent while others are speaking.

**12. Adjourn.**

**For Your Information:**

Next Town Council Meeting: Tuesday, April 21, 2015, at 6:30 p.m.  
Next Planning & Zoning Meeting: Thursday, April 9, 2015, at 6:00 p.m.  
Next Town Council Work Session: Tuesday, April 14, 2015, at 2:00 p.m.

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

**Certification of Posting**

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Dewey-Humboldt Town Hall, 2735 South Highway 69, Humboldt, Arizona, Chevron Station, 2735 South Highway 69, Humboldt, Arizona, Blue Ridge Market, Highway 69 and Kachina Drive, Dewey, Arizona, on the \_\_\_\_ day of \_\_\_\_\_, 2015, 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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## *PowerTalk 21<sup>®</sup> Day Proclamation*

*WHEREAS, the Town of Dewey-Humboldt recognizes the importance of parents talking with their teens about alcohol in order to reduce the risks and dangers posed to teens and communities; and*

*WHEREAS, high school students who use alcohol or other substances are five times more likely to drop out of school or believe good grades are not important; and*

*WHEREAS, 27 percent of middle school students try alcohol before graduating from 8<sup>th</sup> grade, significantly increasing the risk that they will develop alcohol problems later in life; and*

*WHEREAS, teen alcohol use kills 4,700 people each year, more than all other illegal drugs combined; and*

*WHEREAS, the majority of kids say their parents are their primary influence when it comes to decisions about drinking alcohol; and*

*WHEREAS, PowerTalk 21<sup>®</sup> day, started by Mothers Against Drunk Driving<sup>®</sup> (MADD) in 2011, is established on April 21, 2015, to encourage parents and caregivers to embrace their important role in influencing America's youth and their decisions about drinking alcohol; and*

*WHEREAS, in 2015, MADD will kick off "21 Days in Support of 21," beginning on April 1<sup>st</sup> and culminating on PowerTalk 21<sup>®</sup> on April 21<sup>st</sup>, as part of Power of Parents<sup>®</sup> program to create a sustained and prolonged conversation about underage drinking among middle school and high school students; and*

*WHEREAS, to equip parents to talk with their teens about alcohol, MADD Arizona during April 2015, will activate to give parents the tools to effectively talk to their children about alcohol to protect them; and*

*WHEREAS, I urge all citizens to join in the local and national efforts to raise awareness of the importance of parents and teens talking together about alcohol to reduce the risks and dangers posed to teens and communities.*

*NOW, THEREFORE, I, Terry Nolan, Mayor of the Town of Dewey-Humboldt, do hereby proclaim Tuesday, April 21, 2015, to be PowerTalk 21<sup>®</sup> Day in the Town of Dewey-Humboldt, Arizona.*

*In witness whereof, I have hereunto set my hand this 7<sup>th</sup> day of April, 2015.*

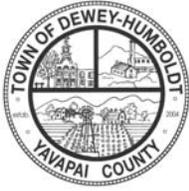
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*Mayor Terry Nolan  
Town of Dewey-Humboldt*

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*Judy Morgan  
Town Clerk*

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

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**TOWN COUNCIL REGULAR SESSION**

**April 7, 2015, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item: #5.2. Replacement and reuse plan for current Town information sign located at the intersection of Third Street and S.R. 69.**

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Date submitted: March 31, 2015**

**Summary:**

In June 2014, as part of the Town's branding effort (initiated by CM Alen), a "welcome/information" sign was placed at the corner of Third St. and S.R. 69.

Upon installation, we found that the sign is not as noticeable as we have hoped. Upon some consideration, we found that the sign can be bigger in order to be more visible from the current location. The current sign measures 120' x 48'. The current posts can support a sign as big as 168' x 84'. The cost for the bigger sign is \$2,346.17 which is within the current year's budget allocation of \$5,000 for branding efforts. When replacing the existing sign, we also propose a slight content change in the color scheme.

Staff found an appropriate location on Old Black Canyon Hwy shoulder area to place the current sign when replaced. The replacement installation can be conducted in house.

The proposal has been reviewed by the Town's On-call Engineer. At this meeting, I wanted to inform Council of our intention to proceed with replacing the existing sign in the coming weeks.

# DEWEY ★ HUMBOLDT

Replacement Sign

## Materials:

- .125 Aluminum Gauge
- 3M 4090 White Diamond Grade Reflective Sheeting
- 3M 1179 Brown ElectroCut Film

168" x 84"



Quantity - 1

PLEASE READ CAREFULLY BEFORE APPROVING YOUR PROOF: The customer is responsible for making any changes or corrections to this proof. Trafficade Signs & Sales is not responsible for any errors or omissions on proof that have been approved by the customer. Quoted lead times are based only on PO dates not on quote or proof dates.





"Existing Sign"

# DEWEY ★ HUMBOLDT

## MATERIALS:

- .125 Aluminum Gauge
- 3M 4090 White Diamond Grade Reflective Sheeting
- Mutoh Digital Print CMYK Eco Solvent Inks
- 3M 1170 Film

120" x 48"



Quantity - 1

**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
REGULAR MEETING MINUTES  
MARCH 3, 2015, 6:30 P.M.**

**A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MARCH 3, 2015, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.**

1. **Call To Order.** The meeting was called to order at 6:30 p.m.
2. **Opening Ceremonies.**
  - 2.1. **Pledge of Allegiance.** Done.
  - 2.2. **Invocation.** Given by Councilmember Nancy Wright.
3. **Roll Call.** Town Council Members Arlene Alen, Mark McBrady, Dennis Repan, Doug Treadway, Nancy Wright; Vice Mayor Jack Hamilton; and Mayor Terry Nolan were present.
4. **Announcements Regarding Current Events, Guests, Appointments, and Proclamations.** Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action.

Councilmember Wright announced the travelling Vietnam Wall coming to the area on March 19-22 at the Gateway Mall in Prescott.

5. **Town Manager's Report.** Update on Current Events.
  - 5.1. **Town's Transaction Privilege Tax (TPT) Contractor Presentation and Work Plan.**

Town Manager Yvonne Kimball introduced Don Zelechowski who will be providing contractor services on the Transaction Privilege Tax.

Mr. Zelechowski explained he provides education for businesses and Town on TPT, sending out informational letters to those impacted by the tax code changes and on setting up a rental database.

He answered council questions: where telecommunication fees are paid (where phone is); whether tangible personal property is subject to TPT (yes); who decides various options (Council – he can provide a list of those options for council decision); who will receive those tax letters (all who pay TPT); speculated builder tax.

Public comment was taken on this item.

Jerry Brady spoke on federal offset funds; taxes collected and available for additional wear and tear on roads from large convoy vehicles, but town needs to report to get those higher federal funds over and above the HURF funds.

Mr. Zelechowski stated those tax letters will be going out to explain that help is on the way.

6. **Consent Agenda.**
  - 6.1. **Minutes.** Minutes from the January 13, 2015 Work Session, February 10, 2015 Work Session.

Councilmember Alen made a motion to approve Minutes from January 13, 2015 Work Session and February 10, 2015 Work Session as presented, seconded by Vice Mayor Hamilton. It was approved unanimously.

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

Jerry Brady spoke on the “Warren case” and how it affects Dewey-Humboldt – impacts P&Z, Code Enforcement, rights-of-way and easements, ownership of private properties.

**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. Banking Services bid selection or presentation by the bidders.** (Bidding processed closed on February 12, 2015). Possible action to award or reject the contract to a qualified bidder and/or to direct to rebid or initiate council selection process.

Accountant, Deni Thompson gave an overview on the bid proposal and recommendation. Three qualified responses were received: Washington Federal, National Bank of Arizona and Wells Fargo Bank. Staff recommended Wells Fargo Bank due to extra services, good hours, many locations, large incentive for the first year and the magistrate court’s account with this bank.

There was discussion on other considerations such as location; electronic depositing; term of contract.

Vice Mayor Hamilton made a motion to accept staff’s recommendation by selecting Wells Fargo Bank, seconded by Councilmember Repan. It was approved unanimously.

**8.2. Planning and Zoning Commission recommendation on Ordinance 15-110 Accessory Dwelling Unit (ADU).** Review P&Z recommendation and possible next steps.

Town Manager Kimball gave an overview on the proposed ordinance. 2 things have changed from the 2014 proposal: allow roomers and boarders and make optional a separate kitchen in ADUs. P&Z has agreed to those changes and are making that recommendation to council. All changes to the existing code are marked up.

Public comment was taken on this item.

Jerry Brady spoke on secondary medical dwellings being part of federal law and communicating with the VA on this.

Town Manager Kimball explained the ADU ordinance came to Council about a year ago and due to this span of time it was advised to hold another council public hearing (as good practice) prior to consideration of adoption of the ordinance. Council should give direction on whether to schedule a hearing to staff.

Councilmember McBrady made a motion to direct staff to schedule a public hearing on Ordinance 15-110 Accessory Dwelling Unit (ADU), seconded by Vice Mayor Hamilton. It was approved unanimously.

**8.3. Planning and Zoning Commission recommendation on the task of reviewing the code of ordinance regulations regarding Animals.** Review P&Z recommendation and possible next steps.

Town Manager Kimball gave an overview of the process done on this item to date. Planning and Zoning has reviewed the community meetings input and options with their recommendation being Option 2-Partial Revision of Animal Code (quoted from January 8, 2015 Council/P&Z Joint Meeting Agenda 9.1.1 Memorandum, “Consider revising the following definitions and regulations: Farm/Livestock, Domestic/Household Pets, Exotic Animals, Kennel, Kennel (residential), Kennel (commercial), Maintenance and Nuisance, criteria relating to care, maintenance/nuisance and performance standards. If applicable, determine where allowed uses would be as a matter of right (density district) i.e. kennels on larger parcel sizes; removal of household pet numbers with the addition of a well-

defined maintenance/nuisance section. Option 2 derives from the items included in Option 1. Option 2 items represent what staff believes would make the most sense considering minimum code changes.”). Council is being asked to make their recommendation. Council discussed whether they had made a decision (consensus or vote) on an option. Councilmember Alen requested a change to the summary (page 74 of 92 second line) pertaining to exotic animals. She stated exotic animals were not included in the May session discussion but in the July session and would like that correction made. TM Kimball stated she would review those CAARFs to get the accurate dates.

Vice Mayor Hamilton made a motion to accept P&Z’s recommendation to go with Option 2, seconded by CM Alen.

Public comment was taken.

Karen Brooks stated all three options don’t “fit the needs of the town”, recommending instead to establish an ad hoc committee of people with livestock and domestic animals to work on these codes; and needing basic rules and regulations on who has authority to make decisions.

Vicky Wendt spoke on her history in town; reaching out to the Council and only getting responses from the Mayor and CM Treadway to discuss the dog ordinance; the other 5 CMs not listening to the community; working with the town to write the animal codes ; establishing a board to hear animal violations.

Debbie Pomeroy (AKC legislative liaison) spoke on the purpose of an animal advisory board; cost savings by doing this and benefits; look at modifying the codes through nuisance rather than maintenance, with nuisance being more enforceable; reaching out to the P&Z to talk with no response.

Jerry Brady spoke on whether the animal control ordinance conforms to Arizona Law and spoke on the hierarchy of local, state and federal laws.

There was council discussion on what parts of town code the P&Z Commission can make recommendations on (Zoning and Land Use).

Debbie Pomeroy spoke on Chino Valley’s rework of their dog ordinance, how it was done and recommended having a committee write D-H’s ordinance.

Karen Brooks spoke on having an ad hoc committee to discuss livestock, having person(s) of education and knowledge developing the code, and offered to be included on a committee to work with domestic and livestock people on code changes regarding animals.

Patrick McGill spoke on reworking the ordinance excluding the enforcement portions.

Council discussed sending it back to P&Z to handle the zoning portions with council handling the other portions that P&Z does not address.

Town Manager Kimball clarified to the council the portions of code the P&Z would not address (Chapter 90 Animal Control) and the portions they can address (Chapters 150-153 Land Uses). P&Z has the authority to give advice on the zoning portions of the town code.

A vote was taken on the motion to accept P&Z’s recommendation of Option 2. The motion passed by a 6-1 vote in favor, Councilmember McBrady voting against.

**8.4. Ordinance 15-111 to amend Town Code 30.109 Protocol at Meetings (C) Procedures.**

(As directed at the 2/10/15 Study Session)

Town Manager Kimball gave an overview. There was discussion on the ordinance and how it changes what the current procedures are. Councilmember Alen spoke on different wording being approved pertaining to abstaining from a vote. Councilmember Hamilton suggested #8 can be omitted from the ordinance.

Public comment was taken on this item.

Jerry Brady spoke on a constitutional initiative that will do away with public participation; prohibition of star chamber proceedings; public participation not necessary in a public meeting unless going to a vote of the electors.

Karen Brooks spoke on using Roberts Rules of Order as it is understood by most people; voting can be aye, nay or abstention; stated anyone can call a point of order.

Councilmember Repan made a motion to approved Ordinance 15-111 to amend Town Code 30.109 Protocol at Meetings (C) Procedures, changing #7 to read, "A MAJORITY VOTE ON THE MOTION PREVAILS. A TIE VOTE MEANS THE MOTION FAILED. AN ABSTENTION COUNTS AS A NO VOTE ONLY IN THE CASE OF A STRAIGHT UP OR DOWN VOTE." and omitting #8 in its entirety. It was seconded by Councilmember Wright and passed by a 5-2 vote in favor, Councilmember McBrady and Mayor Nolan voting against.

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

**9.1. Discussion and possible action whether the Town of Dewey-Humboldt assumes "Right of First Refusal" for the old bank building now leased by the Dewey-Humboldt Historical Society.** [CAARF requested by CM Treadway]

Councilmember Treadway gave an overview on why he requested this agenda item. There was council discussion on considering the purchase prior to assuming the right of first refusal; how the right of first refusal works; costs associated with assuming this right (appraisal).

Councilmember Treadway made a motion to review the wording in the contract and what the First Right of Refusal entails to make an informed decision on whether to assume the FROR for the Old Bank Building now being used by the DHHS Museum. Councilmember Alen stated she would second the motion if it was amended to direct staff to contact the realtor on where they are on a potential purchase and have the attorney look at the existing contract. CM Treadway agreed and the motion was seconded. CM Alen asked to amend the motion to include directing staff to contact the realtor on where they are on a potential purchase.

Public comment was taken.

David Nystrom spoke on how the FROR works, suggested talking with the property owner about various options to the town and the museum.

Jerry Brady spoke on what the property owners are looking for (declaration of intent), working with the town; site being eligible for the National Historic Site and District.

Gerald Hoyer spoke on the level of interest so far in the building and suggested the council have a sense of urgency on this issue.

Earl Goodwin spoke on not buying the building outright as current taxpayer monies would be going toward a purchase for future taxpayer interests; suggested instead to pursue a 15 year lease to purchase contract.

John Young stated small towns typically supply a building to their museums.

Jerry Brady spoke on historical designation site; Warren Kuhles supporting the proposal for an outdoor museum in conjunction with the bank building, tying in the remediation process of the superfund site, with a state park designation and a donation land grant.

Karen Brooks reminded the public there is a public town budget meeting on the 10<sup>th</sup>; suggested starting the evaluation of the property and bringing it up to ADA standards.

There was discussion on having a DHHS representative at the meeting where they hear back on these questions; the meeting would be in an executive session; it might be better discussed at a budget meeting.

A vote was taken on the motion to review the wording in the contract and what the FROR entails to make an informed decision on whether to assume the FROR for the Old Bank Building now being used by the DHHS Museum and amend to include directing staff to contact the realtor on where they are on a potential purchase, and have the attorney look at the existing contract. It passed unanimously.

**9.2. Decision whether to allow a brief verbal presentation by Yavapai College representative regarding services provided by Yavapai College.** [CAARF requested by Mayor Nolan]

Mayor Nolan gave an overview.

Councilmember Repan made a motion to approve a brief verbal presentation by Yavapai College representative regarding services provided by Yavapai College, seconded by CM Alen. This presentation will go on the March 17<sup>th</sup> regular meeting agenda.

Public comment was taken.

Jerry Brady spoke on the REDI program at the college; business plan seminars on Wednesday nights at 7pm; an economic development plan developed for Highway 69.

The motion passed unanimously.

**9.3. Discuss ingress/egress issue across from Humboldt Post Office off Main Street. Addressing Ms. Livingston's comments regarding using CDBG funds to pave the "driveway" intersecting with Main St. and leading to the "Chaparral Gulch" neighborhood and the recent stop sign placed on Main St. facing the "driveway".** [CAARF requested by Mayor Nolan]

Mayor Nolan gave an overview explaining her put this on the agenda at the request of Ms. Karla Livingston. He explained the driveway is on private property; council can decide whether to get an estimate for development of Chaparral Street to Third Street. There was discussion on the history of Chaparral Street; dangers of the driveway accessing on to Main Street; determining if the town owns Chaparral Street ROW.

Councilmember Repan made a motion to determine ownership of the Chaparral Street Easement, seconded by CM Wright.

Vice Mayor Hamilton spoke on a document in his possession regarding the abandonment of Chaparral Street by the County. Town Manager Kimball spoke on Chaparral being a steep hill so it probably can't be used; start with a survey to pin the road, then get a title

Town Council Regular Meeting Minutes, March 3, 2015  
report, then hire an engineer to build an entirely new road, not an improvement. The process will take some time and is a very complicated process. Vice Mayor Hamilton spoke on it being a platted town site so it doesn't need a survey first.

Public comment was taken on this item.

Jerry Brady spoke on a plat being an engineered drawing, not a survey; the requirement of a survey before transfer of any property; the community asset list; rights of way easements and if an 800 number on GIS it is the Town's.

Karen Brooks spoke on three points: placement of stop sign at the entrance from the driveway to Main Street; safety of people living down in that location; consideration of 2<sup>nd</sup> Street rather than 1<sup>st</sup> Street.

Council reviewed the GIS imagery of this area and the platted streets intended for access to these properties: reviewed the Town's ownership of the easements on YC GIS.

A vote was taken on the motion, which passed by a unanimous vote in favor.

**10. Public Hearing Agenda.** None.

**11. Comments from the Public.**

Jerry Brady spoke on situational awareness for the Council; FROR for mineral rights in this County; exporting rare earth minerals to China; frauds against the PRC and US.

David Nystrom urged the Council to move quickly on the museum property decision and spoke on the citizens' support of the museum.

**12. Adjourn.** The meeting was adjourned at 9:39 p.m.

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Terry Nolan, Mayor

ATTEST:

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Judy Morgan, Town Clerk



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

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**TOWN COUNCIL REGULAR SESSION**

**April 7, 2015, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item: #8.1. Abacus Inc. presenting Town Hall Space Needs Study preliminary report.**

**To: Mayor and Town Council Members**

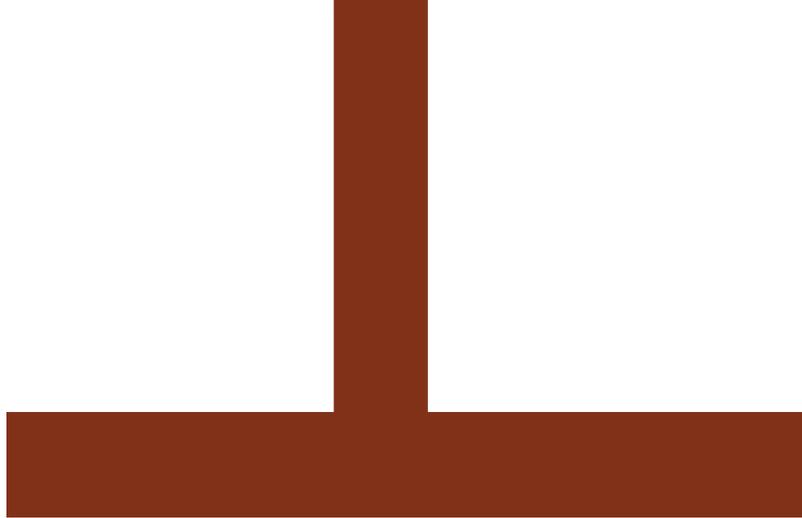
**From: Yvonne Kimball, Town Manager**

**Date submitted: March 31, 2015**

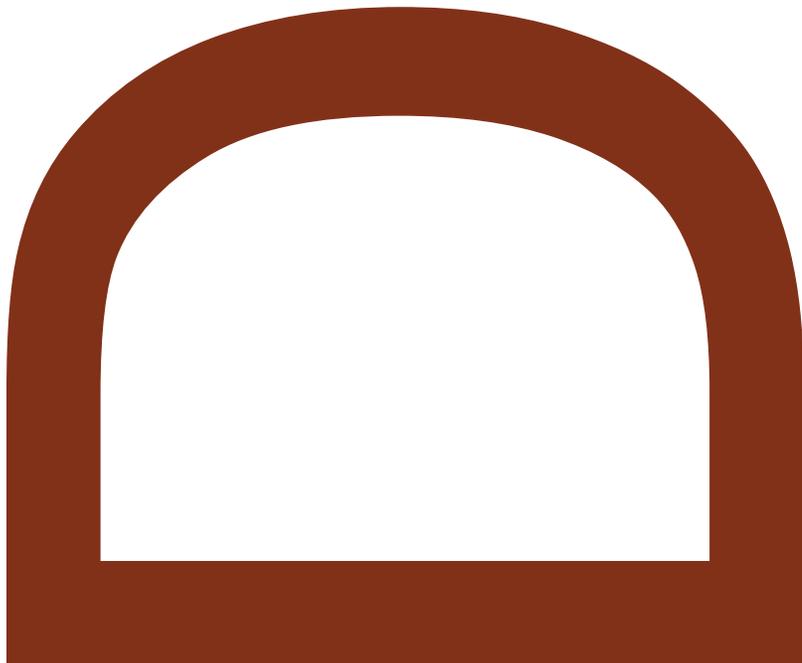
**Summary:**

Late 2014, Council authorized Abacus Inc. to conduct the Town's first-ever Town Hall Space Needs Study. The study is intended to provide an objective and professional analysis of the space needed in consideration of current status and future growth. Consultants from Abacus Inc. conducted in-depth interviews with town staff, including YSCO staff and the library staff. When calculating the space needs and the cost estimate, Consultants also utilized professional standards. The report serves as a tool to inform the permanent town hall deliberation process as the town moves forward into the future.

Enclosed is the final report for this study. The consultant from Abacus Inc. will give an overview and answer questions the Council may have.



EXPIRES 6/30/2016



# Town of Dewey-Humboldt Town Hall Programming Document

04/02/2015

# contents

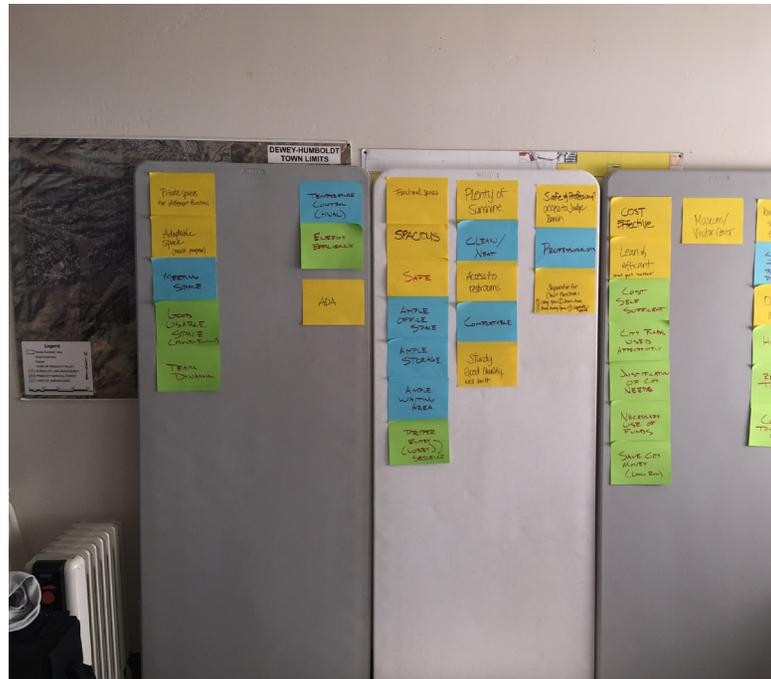
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- 03. Visioning Session
- 04. Program
- 08. Standards + Workstations
- 09. Adjacency
- 10. Floor Plan
- 11. Exterior

# visioning

# 03

The visioning session was held on Thursday, January 8, 2015. The design team met with a variety of stakeholders to determine the project's overall vision. While participating in a number of exercises, the stakeholders were able to express each of their hopes and concerns. At the end of the meeting the team facilitated in creating consensus through dot-polling, a voting method used to prioritize the list of desires. This information is then sorted, analyzed and applied to the Goals and Vision of the project. The intent is to return to these goals throughout the project for assistance in decision making and prioritizing.



# programming

## Dewey-Humboldt

Government Center Staff and Space Requirements

prepared by ARCHITEKTON

1/22/2015

# 04

Department	Description	Position	2015	*2025	Cost per SF	Construction Cost	
<b>Administration</b>		Mayor	280sf				
		Town Manager	280sf				
		Town Attorney (not full time)					
		1 touch down space	80sf				
		Town Council (not full time)					
		3 touch down spaces	240sf				
		City Clerk	196sf				
		Administrative Assistant	80sf				
		Office Assistant- City Hall Receptionist	80sf				
		Finance Director - Accountant	196sf				
		Information Tech	Technology Director	120sf			
		Administration Storage	Municipal Records	80sf			
		Administration Storage	Secured Storage	80sf			
		Growth	Additional Position Workstation		48sf		
		Growth	Additional Position Workstation		48sf		
	Growth	Additional Position Workstation		48sf			
	subtotal		<b>1,712sf</b>	<b>1,856sf</b>			
	support space	15%	257sf	278sf			
	circulation factor	35%	689sf	747sf			
	TOTAL square feet		<b>2,658sf</b>	<b>2,881sf</b>	\$ 250 per sf	\$ 720,360	
<b>Development, Engineering, and Community Services</b>		Community Development Officer	120sf				
		Public Works Director	120sf				
		Building Official	120sf				
		Public Works Technicians (Mostly in the field)					
		1 touch down space	48sf				
		Plan Review Workstation	80sf				
		Scanner / Storage	120sf				
		Additional Position Workstation		48sf			
		Additional Position Workstation		48sf			
		subtotal		<b>608sf</b>	<b>704sf</b>		
		support space	15%	91sf	106sf		
	circulation factor	35%	245sf	283sf			
	TOTAL square feet		<b>944sf</b>	<b>1,093sf</b>	\$ 250 per sf	\$ 273,240	

# programming

## Dewey-Humboldt

Government Center Staff and Space Requirements

prepared by ARCHITEKTON

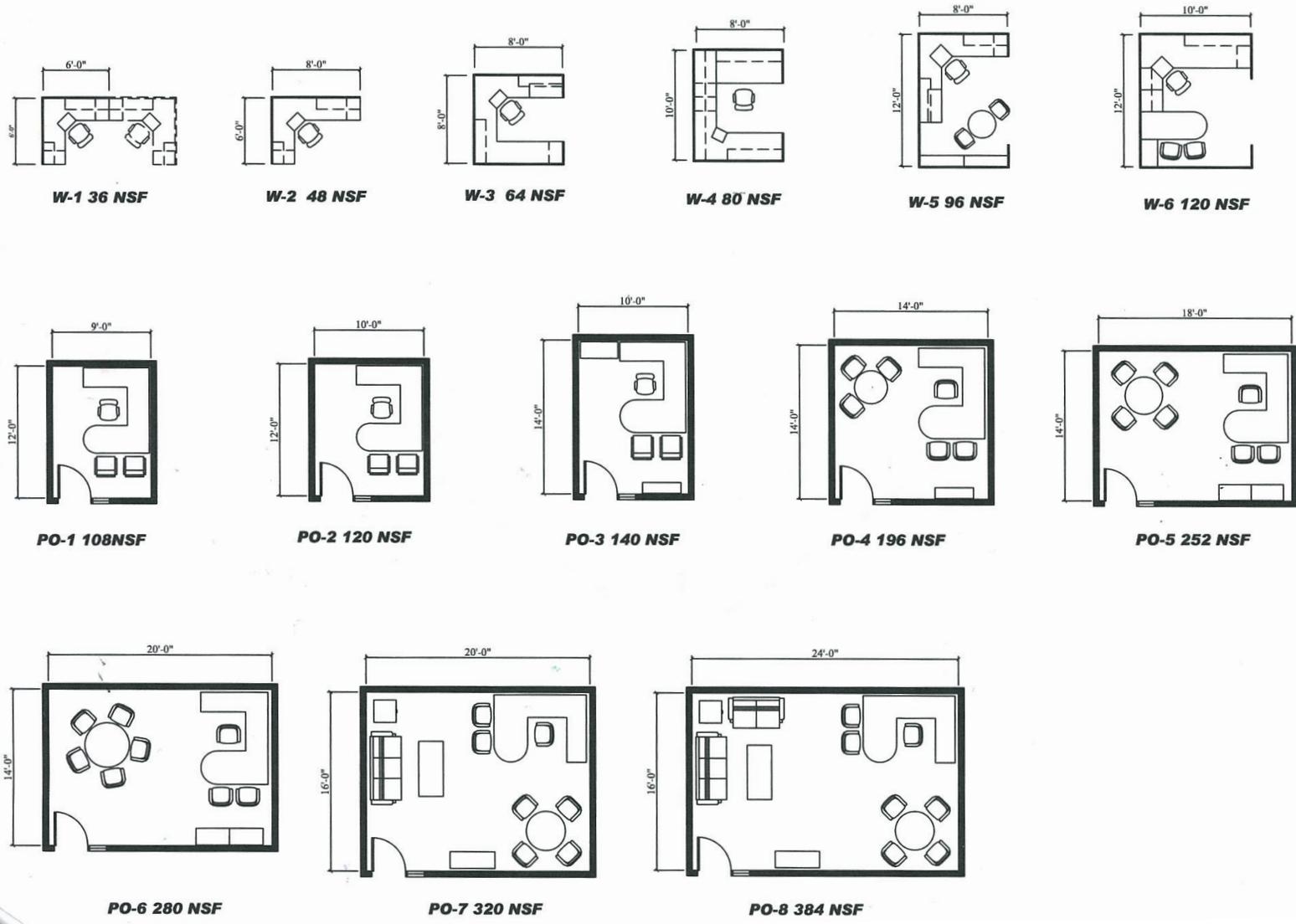
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# 05

Department	Description	Position	2015	*2025	Cost per SF	Construction Cost
<b>Municipal Court</b>		Town Magistrate	280sf			
		Court Clerk	120sf			
		Storage	120sf			
		Additional Position Workstation		80sf		
subtotal			<b>520sf</b>	<b>600sf</b>		
support space		15%	78sf	90sf		
circulation factor		35%	209sf	242sf		
TOTAL square feet			<b>807sf</b>	<b>932sf</b>	\$ 300 per sf	\$ 279,450
<b>Support Areas</b>		Building Lobby - Town Hall	400sf			
		Building Lobby - Town Court	120sf			
	Multi-use Space - Chambers	Council Chambers/Town Court	2,500sf			
	Front of House Conference Room (can be used for Attorney Conferences)	Conference room, seats 6	144sf			
	Chambers area/public	Conference room, seats 6	144sf			
	Back of house Conference Room with plumbing	Conference room, seats 12	320sf			
Executive Study/Staff Conference Room		Restrooms staff	320sf			
		Restrooms public	400sf			
		Restroom family	50sf			
		Break/Lunch Room	300sf			
	Janitor and Storage	Building Support/Storage	200sf			
	MDF Room	Data Server Room	120sf			
subtotal			<b>5,018sf</b>	<b>5,018sf</b>		
support space		15%	753sf	753sf		
circulation factor		25%	1,443sf	1,443sf		
TOTAL square feet support			<b>7,213sf</b>	<b>7,213sf</b>	\$ 330 per sf	\$ 2,380,414
	Building Subtotal		<b>11,622sf</b>	<b>12,119sf</b>		
	Efficiency Factor	10%				
	Efficiency Allowance		1,162sf	1,212sf	\$ 165 per sf	\$ 199,968
	Building Total		<b>12,785sf</b>	<b>13,331sf</b>	\$ 289 per sf	\$ 3,853,432
<b>Site work, miscellaneous</b>		Asphalt	54,000sf			\$ 270,000
		Landscape	26,200sf			\$ 104,800
		Concrete slabs and walks	17,600sf			\$ 176,000
		Curb, Gutter	2,260 lf			\$ 56,500
		Miscellaneous Site fixtures	1 LS			\$ 80,000
		Street Improvements	1 LS			\$ 150,000
	Site Total					\$ 837,300
<b>Project Costs</b>		FF&E, Design, CMAR, Data/Telecom/Security, Permitting, Construction Testing, Inspections			30% of building cost plus 10% of site cost	\$ 1,239,760
<b>Total Project Budget - Phase I</b>						\$ 5,930,491

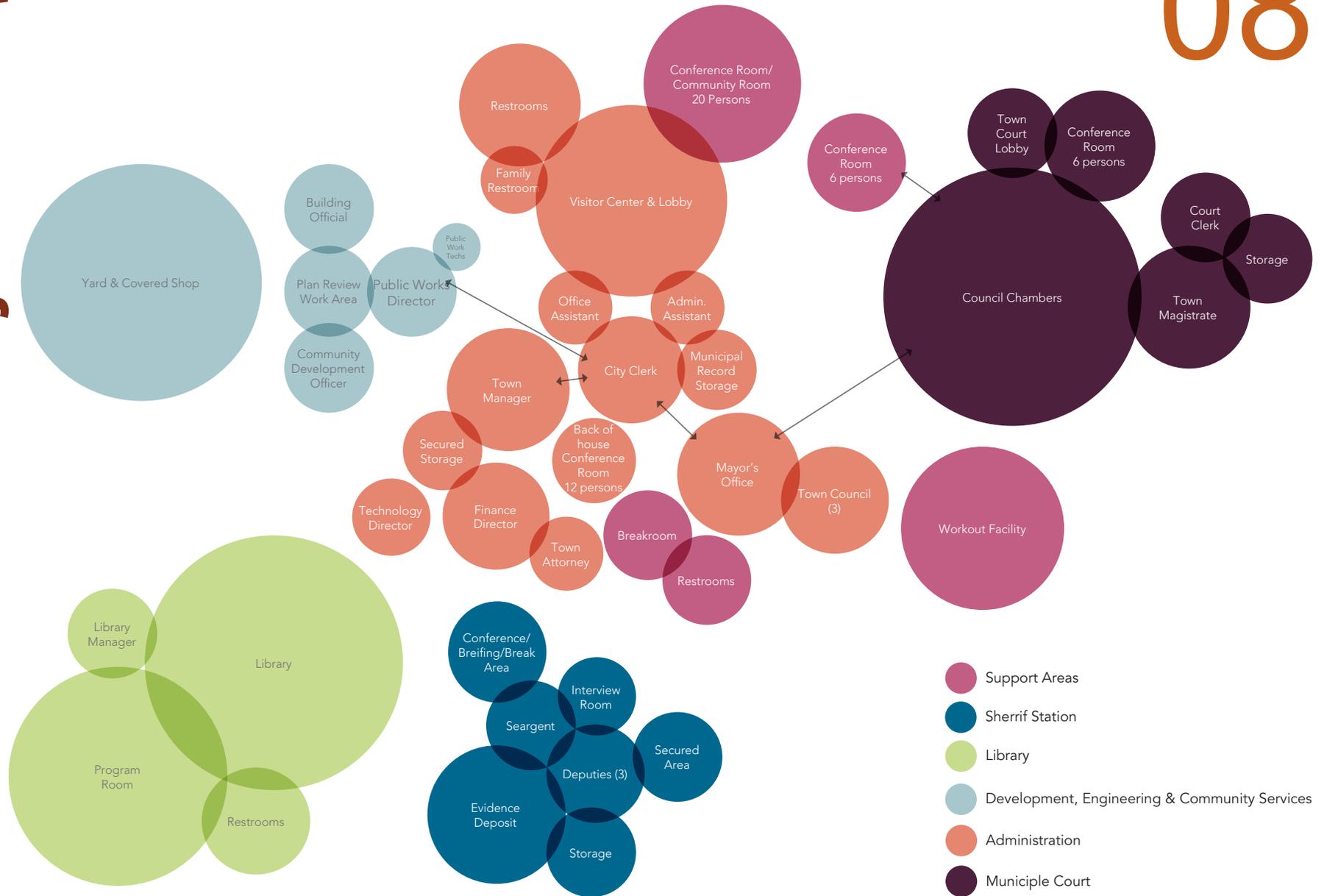
Department	Description	Position	2015	*2025	Cost per SF	Construction Cost
<b>Phase II</b>						
<b>Visitor Center</b> (could be part of Lobby)	Public Space	Display Area		400sf		
subtotal				<b>400sf</b>		
support space		15%		60sf		
circulation factor		20%		92sf		
TOTAL square feet				<b>552sf</b>	\$ 250 per sf	\$ 138,000
<b>Public Works Field Operations</b>	Field Yard (existing) New Construction Conex Box Storage (existing)	<b>Yard</b> Covered Shop Pad <b>Storage</b>	25,000sf 2,000sf 150sf	<b>2,000sf</b>		
subtotal			<b>2,000sf</b>	<b>2,000sf</b>		
support space		0%	0sf	0sf		
circulation factor		0%	0sf	0sf		
TOTAL square feet			<b>2,000sf</b>	<b>2,000sf</b>	\$ 40 per sf	\$ 80,000
<b>Sheriff Station</b>	1 Seargent 3 Deputies Support Support Support Support Support	Seargent Deputies (3) Evidence Deposit Interview Storage Secured Area (Holding) Conference/Briefing Area/Break area	120sf 144sf 210sf 108sf 120sf 120sf 196sf	<b>1,018sf</b>		
subtotal			<b>1,018sf</b>	<b>1,018sf</b>		
support space		15%	153sf	153sf		
circulation factor		30%	351sf	351sf		
TOTAL square feet			<b>1,522sf</b>	<b>1,522sf</b>	\$ 300 per sf	\$ 456,573
<b>Library</b>	Library Multi-purpose Room  Manager	Stacks and Computer Terminals Program Room Storage Restrooms Office	1,800sf 1,200sf 196sf 320sf 120sf	<b>3,636sf</b>		
subtotal			<b>3,636sf</b>	<b>3,636sf</b>		
support space		15%	545sf	545sf		
circulation factor		25%	1,045sf	1,045sf		
TOTAL square feet			<b>5,227sf</b>	<b>5,227sf</b>	\$ 250 per sf	\$ 1,306,688
<b>Support Areas</b>	Small Gym/Fitness Multi-use Space Community Room	Workout Facility Conference room, seats 20		800sf 480sf		
subtotal				<b>1,280sf</b>		
support space		15%		192sf		
circulation factor		25%		368sf		
TOTAL square feet support				<b>1,840sf</b>	\$ 330 per sf	\$ 607,200
Building Subtotal				<b>11,141sf</b>		
Efficiency Factor		10%		1,114sf	\$ 165 per sf	\$ 183,821
Efficiency Allowance						
Building Total				<b>12,255sf</b>	\$ 226 per sf	\$ 2,772,281
<b>Project Costs</b>			FF&E, Design, CMAR, Data/Telecom/Security, Permitting, Construction Testing, Inspections		30% of building cost	\$ <b>831,684.42</b>
<b>Total Project Budget - Phase II</b>						\$ <b>3,603,965.81</b>

**AREA STANDARDS / WORKSTATIONS & OFFICES (REPRESENTATIONAL ONLY)**



# adjacency

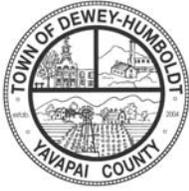
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**TOWN OF DEWEY-HUMBOLDT**  
**P.O. BOX 69**  
**HUMBOLDT, AZ 86329**  
**Phone 928-632-7362 ▪ Fax 928-632-7365**

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**TOWN COUNCIL REGULAR SESSION**

**April 7, 2015, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item: #9.1. Intent to join regional agencies to apply for a FEMA Grant for Public Safety/Technology/Permitting Software Application and authorization for Mayor to sign letter of support.**

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Date submitted: March 31, 2015**

**Summary:**

Recently, the Town of Prescott Valley asked me to consider joining their effort to apply for a Regional Public Safety Grant issued by FEMA. Upon careful consideration, I believe it would be a good opportunity of the Town of Dewey-Humboldt.

The Town of Prescott Valley will be the lead agency for the grant application and implementation. Other agencies that are committed to the regional partnership are: Yavapai County, Town of Chino Valley, Chino Valley Fire Department, and Central Yavapai Fire District.

The purpose of the grant is to implement a regional civic database application. When implemented, the application will provide Central Yavapai County with a database system for streamlining and accelerating critical tasks associated with firefighter safety, public health and safety, land management and asset management.

I have enclosed an email from PV staff explaining the grant. It is also my understanding that in addition to installation of the program, the grant would cover the first two years' implementation and training cost. However, if during the initial two years, DH decides not to continue, there will be no penalty to terminate the program. There will be an implementation cost if D-H decides to continue on using the program.

I recommend the Council authorize staff's intent to join the region to apply for this grant. Upon your authorization, there is a letter of support for the Mayor to sign on behalf of the Council, as part of the application requirement.

**From:** Carmen Ogden  
**Sent:** Wednesday, March 18, 2015 3:31 PM  
**To:** Yvonne Kimball  
**Cc:** Richard Parker  
**Subject:** FEMA Grant

Hello Yvonne,

It was nice speaking with you today. The Town of Prescott Valley is seeking grant funding to implement a regional civic database application. When implemented, the application will provide Central Yavapai County with a database system for streamlining and accelerating critical tasks associated with firefighter safety, public health and safety, land management and asset management. The system is subscription based and therefore does not require software, or special servers. Because the grant is a Firefighters Safety Grant we have geared the proposal to Fire Safety, however, the financial and administrative benefits to the participating Towns and County by implementing such a system regionally are the numerous. The project will include collaboration with Central Yavapai Fire District, Chino Valley Fire District, The Town of Chino Valley and Yavapai County and potentially Dewey Humboldt. The database application provides users with the ability to manage inspections, investigations, service requests and code enforcement, as well as manage asset inventories and condition assessments from the field. The Fire Districts will be able to aggregate data to better assess situations administratively and in the field, reducing risks and dangers to both citizens and emergency responders. We are seeking a federal FEMA Fire Prevention and Safety Grant of \$1.5mm to help pay for staff training, the integration of existing data to the new system, application set up and subscription costs sufficient to secure successful implementation ( two years). After the two year period, each jurisdiction would be responsible for ensuring sustainability of their systems. The Town of Prescott Valley will be doing this by charging a technology fee on permits, applications, and violations. The Town of Prescott Valley will be acting as lead agency and we will be using a consultant to set up the system. The Civic Database application is through Accela, please check the following link for information regarding the product:

<https://www.accela.com/platform>

Please let me know by the end of next week if you are interested in participating as the grant window is open now and I will need to adjust the application to reflect the inclusion of DH. If you would like to meet with Richard and I either in person or by phone please contact me and I will arrange it.

Thank you,

*Carmen Ogden*

Planner, Town of Prescott Valley  
Community Development Department  
7501 E Civic Circle  
Prescott Valley, Arizona 86314

March 30, 2015

Brian E. Kamoie  
Assistant Administrator, Grant Programs Directorate  
Federal Emergency Management Agency  
800 K. Street NW, 9th Floor North Tower  
Washington, DC 20001 Fax 202-786-9938

Dear Mr. Kamoie,

I am writing this letter in support of the Town of Prescott Valley's grant proposal to implement a regional civic database application. When implemented, the application will provide Central Yavapai County with a complete database management system for streamlining and accelerating critical tasks associated with firefighter safety, public health and safety, land management and asset management.

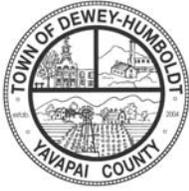
The Town of Prescott Valley, in collaboration with the Central Yavapai County Fire District, the Chino Valley Fire District, the Town of Chino Valley, the Town of Dewey Humboldt and Yavapai County, realize that as stewards of community well-being and safety they must select the right vehicle to provide the region with a high level of service and efficiency to garner the support and trust of the community. By implementing a regional system, the collaborative partners will be able to aggregate data to better assess risks and dangers through consistency and efficiency in civic management.

In conclusion, I fully support the efforts of the Town of Prescott Valley as they seek external funding to support a program designed to take into account the safety of both the community's citizens and its emergency responders. The lives of each member of the community, whether resident or firefighter is important and it will take all stakeholders working in partnership to effectively produce a positive outcome. As they improve risk reduction efforts through regional collaboration and communication, they will effectively be transitioning services from a reactive position to a proactive position in addressing community safety in the region.

Sincerely,

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

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**TOWN COUNCIL REGULAR SESSION**

**April 7, 2015, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item: #9.2. Fiscal Year 15-16 Public Safety Services Intergovernmental Agreement (IGA) with Yavapai County Sheriff's Office and Contract Fees.**

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Date submitted: March 31, 2015**

**Summary:**

The Town contracts with Yavapai County Sheriff's Office (YCSO) for Public Safety Services. Each year Council and County Board of Supervisors (BOS) enters into an IGA for the service. Enclosed is FY 15-16's IGA in the amount of \$381,884 with the same level of service from previous years. It is a \$15,646 increase or 4.2% from FY 14-15 which is below the 5% threshold. YCSO provided an explanation of the fee increase.

Other terms of the IGA stay the same as the previous year's IGA. The Town Attorney has reviewed the IGA. YCSO wants the Board of Supervisors (BOS) to adopt the IGA in April. Town staff believes it would be best for the Town to take action on the IGA before the BOS.

I recommend Council adopt the IGA. If you wish to look into other alternatives for Public Safety Service provisions, we need to plan far ahead to do so.

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

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

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_ 2015, by and between the Town of Dewey-Humboldt, an Arizona municipal corporation (hereinafter the "Town"), and Yavapai County, a political subdivision of the State of Arizona (hereinafter the "County").

**RECITALS**

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

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

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

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

**NOW, THEREFORE**, the parties agree as follows.

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

- e. To be responsible, except as expressly provided herein, for all payment of all costs of providing enhanced law enforcement services pursuant to this Agreement including, but not limited to cost for personnel salaries benefits, support services, capital equipment and facilities, supplies and vehicle operating costs.
2. **Enhanced Service Standards.** With respect to the County's obligation to provide enhanced law enforcement services pursuant to this Agreement, the parties understand and agree:
    - a. That the County's obligation to provide enhanced law enforcement services is expressly limited to the continuation of the Deputy positions, the deployment of personnel in the manner provided herein subject to the additional terms and conditions as set forth in **Attachment 2** to this Agreement. In the event the services described in Paragraph 1 of this Agreement are reduced due to failure to continue the all or some of the Deputy positions, the compensation set forth in this Agreement shall be proportionately reduced.
    - b. That, by agreeing to provide enhanced law enforcement services, the County does not warrant or guarantee a specific response time for calls originating from within the Town's corporate limits.
    - c. That officers assigned to patrol sectors pursuant to this Agreement may, at times, be required to respond to higher-priority calls originating outside the Town's corporate limits and may, under those circumstances, be required to delay response to calls originating from within the Town's corporate limits.
  3. **Payment for Enhanced Services.** In consideration for the County's agreement to provide enhanced law enforcement services as described herein and the Ancillary and Support Services as set forth in **Attachment 2**, the Town agrees to pay the annual sum of Three Hundred Eighty One thousand, Eight hundred and Eighty Four dollars (\$381,884) (the "Payment"). Payment shall be made in twelve (12) equal installments of Thirty one thousand Eight hundred Twenty Three Dollars and Sixty Six Cents (\$31,823.66), with each installment to be due and payable no later than the fifth (5<sup>th</sup>) day of each month during the effective term of this Agreement. The amount of this Payment may be administratively adjusted in writing as of the anniversary date of the Agreement in any extension year (as outlined in § 5) without further action of the legislative bodies of the parties, for only so long as the change in Payment does not exceed five percent (5%) in any one (1) year and for so long as neither party unilaterally demands a change in the Scope of Services. For subsequent renewals pursuant to Section 5 of this Agreement, the County shall annually calculate the amount to be paid by the Town for the proposed renewal term, using the payment worksheet attached hereto as **Attachment 3**. The worksheet shall be provided to the Town no less than one hundred twenty (120) days prior to the effective date of said renewal. In the event the proposed payment increase does not exceed five percent (5%) over the current payment, the agreement shall be deemed automatically renewed in the amount of the proposed payment. In the event that the proposed payment increase exceeds five percent (5%) the Agreement may be renewed for a payment amount as agreed by the parties.

4. **Local Facilities.** The Town shall provide space within or near Town offices that will allow Sheriff's personnel to prepare and file reports, maintain records as needed and to meet as required with citizens and Town staff.
5. **Term of Agreement; Records.** The term of this agreement shall commence on July 1, 2015 and shall terminate on June 30, 2016, unless automatically extended as follows. It shall thereafter be deemed renewed for up to five (5) successive one-year terms unless written notice of intent not to renew is given by either party to the other party no less than one hundred twenty (120) days prior to the expiration of the then-current term. Both parties will have access to the other party's records with respect to this Agreement for the period of three (3) years following the termination of this Agreement.
6. **Indemnification and Insurance.** Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of or as a result of bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. The obligations under this Paragraph 6 shall survive the termination of this Agreement.

County shall maintain such insurance and designate Town as an additional insured with a minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for personal injury and one million (\$1,000,000) per occurrence/aggregate for property damage as will protect it and the Town from claims set forth below which may arise out of or result from County's operations under this Agreement, whether such operations be by itself or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable. Certificates of insurance acceptable to Town and designating the Town of Dewey-Humboldt as an additional insured shall be filed with Town prior to commencement of this Agreement. The certificate shall contain a provision that coverage is supported and that the policies will not expire, be cancelled or changed during the term of this Agreement. Such insurance shall cover:

- a. Claims for damages because of bodily injury, occupational sickness or disease or death of its employees;
- b. Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- c. Claims for damages insured by usual personal injury liability insurance which are sustained (1) by any person as a result of any offense whether directly or indirectly related to the employment of such person by County or (2) by any other person;
- d. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

- e. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- 7. **Severability.** The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.
- 8. **Applicable Law.** The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona.
- 9. **Termination for Breach.** In the event of a breach of any term or condition of this Agreement by either Party the Party claiming breach shall provide written notice to the other Party said notice setting forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) days of receipt of notice, the Party claiming breach may terminate this Agreement without further notice.
- 10. **Disputes; Trial by Court.** The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.
- 11. **Disputes; Attorney Fees.** The Parties expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the Contract, pursuant to ARS Section l2-341.01(A) and (B), or pursuant to any other state or federal statute.
- 12. **Entire Agreement.** This Intergovernmental Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and it may only be amended, modified or waived by a written instrument signed by the authorized agents or the parties hereto.
- 13. **Notices.** Notices relating to this Intergovernmental Agreement shall be deemed to have been delivered upon personal delivery, or as of the second business day after mailing by United States postage prepaid, addressed as follows:

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

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

With copy to: Yavapai County Sheriff

255 East Gurley Street  
Prescott, AZ 86301

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

14. **Conflict of Interest.** This Agreement is subject to the ARS §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.
15. **Employees.** The employees of one party hereto will not for any reason be considered employees of the other party.
16. **Disposition of shared assets.** Upon termination of this Agreement, any personal property acquired pursuant to this Agreement will become the property of the County, and any real property acquired pursuant to this Agreement will become the property of the Town.
17. **Immigration Law Compliance Warranty.** As required by A.R.S. § 41-4401, the parties hereby warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). The parties further warrant that after hiring an employee, they verify the employment eligibility of the employee through the E-Verify program. If the parties use any subcontractor in performance of the enhanced law enforcement 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 Agreement that is subject to penalties up to and including termination of the Contract.
18. **Worker's Comp Indemnity Provision.** For purposes of workers' compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this specific intergovernmental agreement, is deemed to be an employee of both the party who is his primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

**APPROVALS**

**YAVAPAI COUNTY**

**TOWN OF DEWEY-HUMBOLDT**

\_\_\_\_\_  
Craig Brown, Chair of the Board  
Date: \_\_\_\_\_

\_\_\_\_\_  
Terry Nolan, Mayor  
Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Ana Wayman - Trujillo, Clerk of the Board  
Date: \_\_\_\_\_

\_\_\_\_\_  
Judy Morgan, Town Clerk  
Date: \_\_\_\_\_

ACCEPTANCE AND CONCURRENCE:

\_\_\_\_\_  
Scott Mascher, Sheriff  
Date: \_\_\_\_\_

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

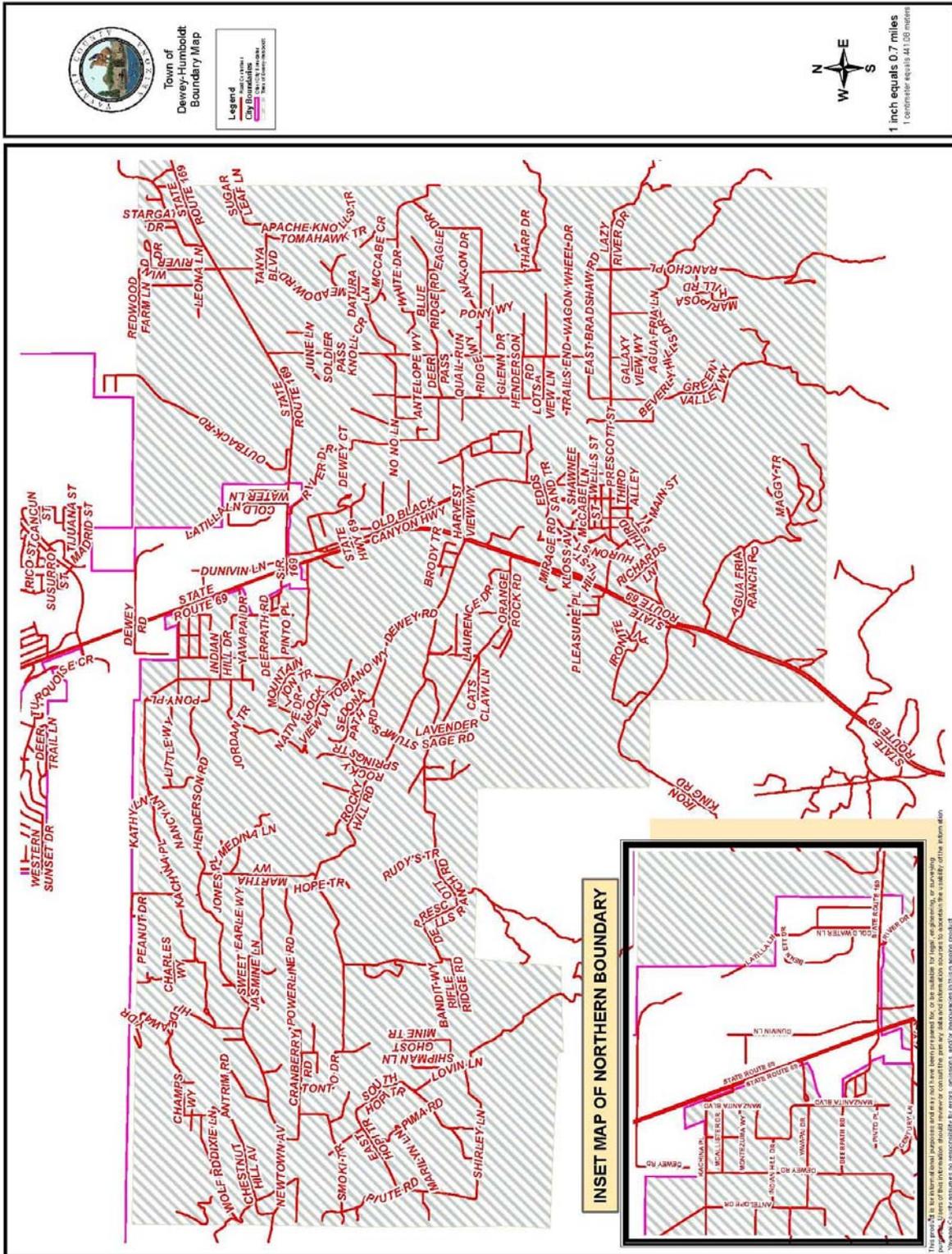
Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Dewey-Humboldt, who has determined that the agreement is in proper form and is within the powers and authority under the laws of this State to the Town of Dewey-Humboldt.

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Susan Goodwin, Town Attorney

D/H SO IGA FY2015

Yavapai County Sheriff's Office -Patrol Zone Map



**DEWEY-HUMBOLDT/YAVAPAI COUNTY IGA**  
**SCOPE OF SERVICE**

**1. Ancillary Services.**

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

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

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

**2. Support Services.**

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

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

**Town of Dewey-Humboldt  
Fiscal year 2015-2016**

**Annual Personnel Costs      \$291,924**

\$49,211      Average Deputy Salary (62-16)  
\$34,196      Employee Benefits  
**\$83,407      Total Salary + Benefits**

**Annual vehicle Costs    \$46,172**

2015/2016    \$.575(IRS rate as of Jan 2015/mile (includes fuel cost/maintenance/depreciation)  
\$.575/mile x 110 miles/shift (2) x 365 days/year = \$46,172  
**\$46,172 Total Annual Vehicle Cost**

**Support Services Costs    \$43,788**

Costs based on 15% of personnel costs

**Budget Cost Summary**

- **Personnel Costs**  
YCSO is contracted to dedicate 1 Deputy Sheriff to the Town of Dewey-Humboldt for 20 hours per day between the hours of 6:00 AM and 2:00 AM daily.  
20 hrs/day x 7 days/week = 140 hours/week  
  
140hrs / wk  
===== 3.5 deputies  
40hrs / deputy / wk  
**\$83,407 x 3.5 deputies = \$291,924**
- **Vehicle Costs**  
\$.575/mile x 110 miles/shift (2) x 365 days/year = **\$46,172**
- **Support Services Costs**  
15% of Salaries  
  
\$291,924 x 15% = **\$43,788**
- **Total Budget Cost FY 2014/2015**  
  
**\$291,924 + \$46,172+ \$43,788 = \$381,884**



# YAVAPAI COUNTY SHERIFF'S OFFICE

## COMMUNITY SERVICES CONTRACT

### FOR THE TOWN OF DEWEY-HUMBOLDT

**2015-16**

The Town of Dewey-Humboldt has had law enforcement services provided by the Yavapai County Sheriff's Office since its incorporation in 2004. This Community Focused partnership with Regional Assets from the Sheriff's Office has helped keep the crime rate of Dewey-Humboldt one of the lowest in Yavapai County.

**The contract amount for 2015-16 is \$381,884**

The agreement continues the existing level of service which is described as follows:

#### **Patrol:**

There will be at least one deputy in Town from 6:00 a.m. until 2:00 a.m. every day and a nearby deputy to respond to calls between 2:00 a.m. and 6:00 a.m. each day. Backup officers are assigned to cover times when Deputies are sick, in training, or in court, and to cover when vacancies occur. Backup officers are also dispatched whenever a crime in progress is reported, which includes domestic violence calls, and most Part 1 Crimes.

#### **Animal Control:**

Animal Control Officers are on-call daily to enforce the Town's Animal Control Ordinance, as well as all state laws dealing with animal cruelty and neglect. The Sheriff's Office also funds shelter services provided by the Yavapai Humane Society.

#### **Criminal Investigations Bureau:**

Major crimes such as part one crimes or acts necessitating specialized training are investigated by detectives trained in the various crime types such as crimes against children, burglary, robbery, drug dealing, sex offenses, homicide, and arson. The property and evidence unit within CIB maintains secure storage, control, disposition and security of evidence and seized property.



# YAVAPAI COUNTY SHERIFF'S OFFICE

## **Support Services:**

Yavapai County Sheriff's Office support services provides around the clock dispatch services for calls from citizens including 911 referrals to all emergency services, which includes the most modern Computer Aided Dispatch programs. Records are maintained, reviewed, retrieved and disseminated for incidents, arrests & traffic violations, which includes all mandated federal reporting.

## **Management services:**

A designated law enforcement manager is responsible for overall supervision and policy administration 24 hours per day, seven days a week.

The Sheriff's Office conducts recruiting, extensive background investigations, and training of all new officers while maintaining staffing levels within the Town of Dewey Humboldt. This is a 9 month process from the time a person is hired until they are certified and able to patrol on their own. Supervision of all Deputies is provided by Sergeants on each shift 24 hours a day.

Backup vehicles are used whenever service or repair takes a vehicle out of service, and vehicles are replaced when circumstances dictate. Volunteer services are included, which provide business security checks, residential vacation checks, search and rescue, prisoner transports, and school security.

## **Specialized area-wide services:**

SWAT, Child Abduction Response Team, Search and Rescue, and Partners Against Narcotics Trafficking services are available as needed by the Town.

## **2015-16 Change resulting in an increase of \$15,647 (+4.2%)**

\$13,258	Personnel Benefits Increase
\$1,988	Support Services Increase
\$401	Vehicle cost increase
<hr/>	
<b>\$15,647</b>	



# YAVAPAI COUNTY SHERIFF'S OFFICE

Attachment 3

## Town of Dewey-Humboldt Fiscal year 2015-2016

### Annual Personnel Costs      \$291,924

\$49,211      Average Deputy Salary (62-16)  
\$34,196      Employee Benefits  
**\$83,407      Total Salary + Benefits**

### Annual vehicle Costs    \$46,172

2015/2016    \$.575 (IRS rate as of Jan 2015)/mile (includes fuel cost/maintenance/depreciation)  
\$.575/mile x 110 miles/shift (2) x 365 days/year = \$46,172  
**\$46,172 Total Annual Vehicle Cost**

### Support Services Costs    \$43,788

Costs based on 15% of personnel costs

## Budget Cost Summary

### Personnel Costs

YCSO is contracted to dedicate 1 Deputy Sheriff to the Town of Dewey-Humboldt for 20 hours per day between the hours of 6:00 AM and 2:00 AM daily.  
20 hrs/day x 7 days/week = 140 hours/week

140hrs / wk  
===== 3.5 deputies  
40hrs / deputy / wk  
**\$83,407 x 3.5 deputies = \$291,924**

- Vehicle Costs  
\$0.575/mile x 110 miles/shift (2) x 365 days/year = **\$46,172**
- Support Services Costs  
15% of Salaries  
  
\$291,924 x 15% = \$43,788
- Total Budget Cost FY 2015/2016

**\$291,924 + \$46,172+ \$43,788 = \$381,884**

**From:** Nathan Auvenshine [REDACTED]  
**Sent:** Tuesday, February 24, 2015 1:24 PM  
**To:** Yvonne Kimball  
**Subject:** FW: Increases to 2015/2016 D-H IGA  
**Attachments:** 2015 2016 D-H proposal.doc

**Importance:** High

Yvonne,

This e-mail is to outline the specific reasons for the increases that you see in the Fiscal year 2015/2016 IGA proposal (attached).

Employer contribution to Public Safety retirement went from 31.73% in FY 14/15 to 40.25% for FY 15/16. This increase alone totals to \$4,038.00 per Deputy. We also saw an increase in employee contributions to health insurance. This health insurance increase was an approximate 3% increase over FY14/15 for a total of approximately \$240.00 per Deputy. Finally, there was a slight increase in the average cost per mile for vehicle reimbursement. We use the standard IRS rate which, as of January of 2015, is \$0.575/per mile. This led to a total increase in vehicle costs of \$401.00 (total and not per Deputy).

The proposal and full language IGA is currently under final review by my Command Staff. Once completed the IGA will be sent to the Yavapai County Board of Supervisors (B.O.S) for their review and approval. B.O.S approval should be completed before the end of March. Once the B.O.S has approved the IGA I will send the full language IGA to you. As stated in our prior meeting, if the Town would review and approve the IGA by early May that would be great. We want to avoid any last minute delays in approval prior to the new fiscal year.

I hope this information clarifies the reasons for the increase in the FY 15/16 IGA proposal.

Please let me know if you have any further questions.

Respectfully,

Lieutenant Nate Auvenshine  
Yavapai County Sheriff's Office  
Southern Area Command/SWAT  
[REDACTED]



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

**COUNCIL AGENDA ACTION REQUEST FORM**

**Meeting Type:**  Regular  Special  Work Session

**Meeting Date:** April 7, 2015

**Date of Request:** March 24, 2015

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

**Requesting:**  Action  Report Only

**Agenda Item Text (a brief description for placement on the agenda; please be exact):**  
Discussion and possible action on changing some dates for budget  
discussion

**Purpose and Background Information (Detail of requested action).** Discussion on  
having budget council meetings on some consecutive days rather than  
only on Tuesdays.

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

**Budgeted Amount:** None

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

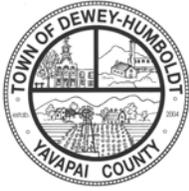
**Type of Presentation:** Oral

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

**Contact Person:** CM Wright Nancy

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

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

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**COUNCIL AGENDA ACTION REQUEST FORM**

**Meeting Type:**  Regular  Special  Work Session

**Meeting Date:** [ 4-07-15 ].

**Date of Request:**[ 3-29-15 ].

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

**Requesting:**  Action  Report Only

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

**Purpose and Background Information (Detail of requested action):** [\_\_\_] to request  
that we have a booth at the League of Cities and Towns Meeting in August. That we had our T-  
Shirt depicting our town.

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

**Budgeted/Amount:** \$[\_\_?\_].

**Expected duration of discussion or report:** [\_\_\_]

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

**Type of Presentation:** Oral.

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

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

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**Phone 928-632-8562 ▪ Fax 928-632-7365**

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**COUNCIL AGENDA ACTION REQUEST FORM**

**Meeting Type:**  Regular  Special  Work Session

**Meeting Date:** [ 4/7/15 ].

**Date of Request:**[ 3/29/15 ].

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

**Requesting:**  Action  Report Only

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

[\_\_]. A request by CM [Mayor Nolan \_\_] to discuss [\_\_].

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

To purchase 3 dozen t-Shirts for the Elementary School Kid who are planting flowers around the Town Council complex.

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

**Budgeted/Amount:** \$[ not more than \$300.00 ].

**Expected duration of discussion or report:** [\_\_]

**List All Attachments:** [ should be an estimate and a simulation of the T-Shirts ]

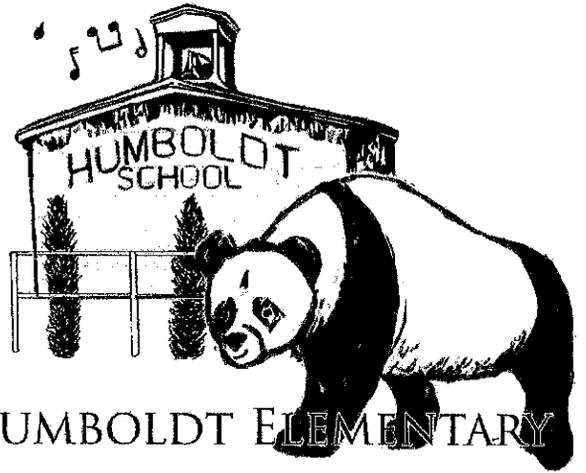
**Type of Presentation:** Oral.

**Special Equipment needed:**  Laptop  Remote Microphone

Overhead Projector  Other: \_\_\_\_\_

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

*Education*  
*is*  
**BLOOMING**



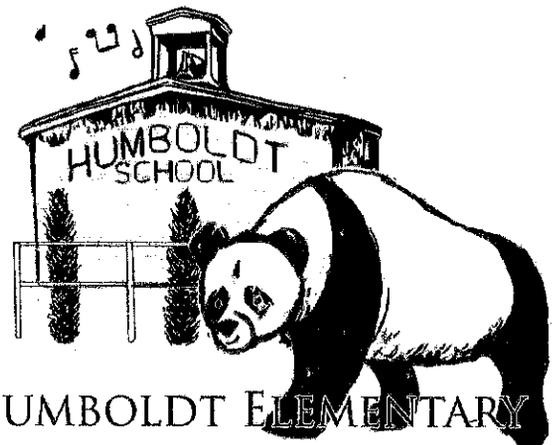
HUMBOLDT ELEMENTARY

*Education*  
*is*



**BLOOMING**

*Education*  
*is*



HUMBOLDT ELEMENTARY

**BLOOMING**

# Estimate



**P.O. Box 730  
Humboldt, Az 86329  
928-632-0124  
928-632-0127 Fax  
info@tshirtantics.com  
www.tshirtantics.com**

Date	Estimate #
3/31/2015	596

Name / Address
Terry Nolan Humboldt, AZ 86329

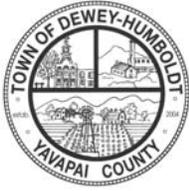
Terms	Project

Description	Qty	Rate	Total
Hanes 50/50 Youth Whites 1 COLOR FRONT ONLY	36	5.10	183.60T

*We are Proudly Celebrating our 26th year of serving the Quad City Area!!!*

<b>Subtotal</b>	\$183.60
<b>Sales Tax (8.35%)</b>	\$15.33
<b>Total</b>	\$198.93

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**Phone 928-632-7362 ▪ Fax 928-632-7365**

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**TOWN COUNCIL REGULAR SESSION**

**April 7, 2015, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item: #10.1. Ordinance 15-110 Town Code Amendments regarding Accessory Dwelling Units Public Hearing and possible action.**

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Date submitted: March 31, 2015**

**Summary:**

The Accessory Dwelling Unit matters have been discussed since 2012. After some work, Ordinance 14-104 was proposed in February 2014. When the proposed Ordinance 14-104 was rejected by the Council, the direction was to gather input from the community and address concerns accordingly. I conducted an analysis and made recommendations. At the January 8, 2015 Council and P&Z joint meeting, Ordinance 15-110 came into being; it addresses the two concerns from the original Ordinance 14-104. The two concerns were: restore the language allowing roomers and boarders in R1 District (section 153.038); and revise the language of mandating a separate kitchen facility in an ADU and making it an option (section 153.072 (G)).

The P&Z Commission reviewed the proposed Ordinance 15-110 in February and recommended Council adoption. At the March 5, 2015, meeting Council directed staff to hold a public hearing before final adoption. The public hearing was advertised accordingly.

It is the P&Z Commission's and staff's recommendation that council adopt Ordinance 15-110 upon the April 7<sup>th</sup> Public Hearing.

**ORDINANCE No. 15-110**

**AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, COUNTY OF YAVAPAI, ARIZONA, DECLARING THE DOCUMENT ENTITLED “DEWEY-HUMBOLDT MUNICIPAL CODE AMENDMENTS RE: ACCESSORY DWELLING UNITS, DATED APRIL 7, 2015” AS A PUBLIC RECORD; ADOPTING THE “DEWEY-HUMBOLDT MUNICIPAL CODE AMENDMENTS RE: ACCESSORY DWELLING UNITS, DATED APRIL 7, 2015” BY REFERENCE; AMENDING THE TOWN OF DEWEY-HUMBOLDT, ARIZONA CODE OF ORDINANCES, TITLE XV LAND USAGE, CHAPTER 153 ZONING REGULATIONS, GENERAL PROVISIONS, § 153.005 DEFINITIONS; USE DISTRICTS; and §§ 153.036 R1L DISTRICT (RESIDENTIAL; SINGLE FAMILY LIMITED), 153.037 RMM DISTRICT (RESIDENTIAL; MULTI-SECTIONAL MANUFACTURED HOMES), 153.038 R1 DISTRICT (RESIDENTIAL; SINGLE FAMILY), 153.041 RS DISTRICT (RESIDENTIAL; AND SERVICES), 153.042 C1 DISTRICT (COMMERCIAL; NEIGHBORHOOD SALES AND SERVICES), 153.043 C2 DISTRICT (COMMERCIAL; GENERAL SALES AND SERVICES), 153.048 PAD DISTRICT (PLANNED AREA DEVELOPMENT), 153.049 RCD DISTRICT (RESIDENTIAL CAMPING DISTRICT); AND GENERAL REGULATIONS, §§ 153.066 ACCESSORY USES AND STRUCTURES, AND 153.072 GUEST HOME RELATED TO PERMITTING ACCESSORY DWELLING UNITS IN THE R1L, RMM AND R1 ZONING DISTRICTS, SUBJECT TO CERTAIN REGULATIONS, AND PROHIBITING ACCESSORY DWELLING UNITS WITHIN THE C1, C2, PAD AND RCD ZONING DISTRICTS; AND PROVIDING DEFINITIONS AND REGULATIONS FOR ACCESSORY DWELLING UNITS RELATED TO LOT SIZE, SETBACKS, UTILITY HOOKUPS, DRIVEWAYS, STRUCTURE SIZE, KITCHENS, AND RESTRICTING USE TO NON-PAYING GUESTS; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING PENALTIES**

WHEREAS, that certain document entitled “Dewey-Humboldt Municipal Code Amendments Re: Accessory Dwelling Units, dated April 7, 2014”, 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 hereby ordered to remain on file with the Town Clerk; and

WHEREAS, the Town Council has determined that the proposed amendments will clarify and regulate the construction and use of accessory dwelling units in the Town of Dewey-Humboldt, and it is in the best interest of the public health, safety and general welfare of the Town to adopt the proposed amendments;

**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, is hereby amended by amending Title XV Land Usage, Chapter 153 Zoning Regulations, General Provisions, Section 153.005 Definitions; Use Districts Sections 153.036 R1L District (Residential; Single Family Limited), 153.037 RMM District (Residential; Multi-Sectional Manufactured Homes), 153.038 R1 District (Residential, Single Family), 153.041 RS District (Residential; and Services), 153.042 C1 District (Commercial; Neighborhood Sales and Services), 153.043 C2 District (Commercial; General Sales and Services), 153.048 PAD District (Planned Area Development), and 153.049 RCD District (Residential Camping District); and General Regulations, Sections 153.066 Accessory Uses and Structures and 153.072 Guest Home, all as set forth in that document entitled "Dewey-Humboldt Municipal Code Amendments Re: Accessory Dwelling Units, dated April 7, 2014, which document is hereby adopted and incorporated by reference.

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 \_\_\_\_\_, 2015, by the following vote:

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

EXCUSED: \_\_\_\_\_ ABSTAINED: \_\_\_\_\_

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Terry Nolan, Mayor

ATTEST:

\_\_\_\_\_  
Judy Morgan, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.  
Town Attorneys  
By Susan D. Goodwin

I, JUDY MORGAN, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. \_\_\_\_\_ ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2015, WAS POSTED IN THREE PLACES ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
Judy Morgan, Town Clerk

**Dewey-Humboldt Municipal Code Amendments**  
**Re: Accessory Dwelling Units**  
**April 7, 2015**

The following Sections of Title V Land Usage, Chapter 153 Zoning Regulations, General Provisions of the Town of Dewey-Humboldt Town Code are amended to read as follows (additions in ALL CAPS, deletions in ~~strikeout~~):

**§ 153.005 Definitions:**

\* \* \*

***Dwelling Unit, Accessory.*** A ~~second~~ separate DETACHED DWELLING unit ON THE SAME SINGLE FAMILY LOT AS THE PRIMARY DWELLING UNIT that ~~is attached or detached to the primary dwelling~~ that may be used for AS a separate additional living unit, for property managers, property caretakers or property security guards, and may include separate kitchen, sleeping, and bathroom facilities., on a single family lot. **ADUs** are subordinate in size, location, and appearance to the primary unit.

\* \* \*

~~***GUEST HOME.*** A secondary structure meeting the applicable zoning district requirements as to construction type not exceeding 750 square feet or 25% of the total square footage of building area under roof whichever is larger of the primary residential structure and meeting primary structure setbacks of the pertinent zoning district. Used to house a nonpaying or nonreimbursing relative or guest on an intermittent basis, with stay not to exceed a total of 120 days over a continuous 12-month period by the same guest or person(s).~~

\* \* \*

***RESIDENT CAMP SLEEPING UNITS.*** A BUILDING OR GROUP OF BUILDINGS CONTAINING GUESTROOMS OR DWELLING UNITS. FOR DENSITY FORMULA PURPOSES, TWO SUCH GUESTROOMS, RVS OR TENTS MAY BE COUNTED AS ONE DWELLING UNIT. EACH FOUR BEDS SHALL BE COUNTED AS ONE GUESTROOM.

***RESIDENT CAMPING.*** A SUSTAINED EXPERIENCE WHICH PROVIDES A CREATIVE, RECREATIONAL, EDUCATIONAL OR RELIGIOUS OPPORTUNITY IN GROUP LIVING IN THE OUT-OF-DOORS IN WHICH CAMPERS LIVE AT A SITE FOR ONE OR MORE CONSECUTIVE NIGHTS, NOT TO EXCEED 90 DAYS.

\* \* \*

The following Sections of Title V Land Usage, Chapter 153 Zoning Regulations, Use Districts of the Town of Dewey-Humboldt Town Code are amended to read as follows (additions in ALL CAPS, deletions in ~~strikeout~~):

**§ 153.036 R1L District (Residential; Single Family Limited)**

Permitted uses for the R1L District (Residential; Single Family Limited to site built structures) are as follows in this Section:

\* \* \*

(B) (1) Dwelling unit (site built) for one family on any one lot;

\* \* \*

(7) Accessory uses and structures (concurrent with and located on the same lot with the principal uses and structures, and including the following):

\* \* \*

(j) Educational institutions as defined in § 153.005 but privately funded, allowed as an accessory use to a religious institution; ~~and~~

~~(k) Accessory dwelling unit.~~

\* \* \*

(10) ~~Detached guest homes~~ ACCESSORY DWELLING UNITS as defined under IN § 153.005, subject to the performance standards set out in § 153.072, with a minimum parcel size of 70,000 square feet.

**§ 153.037 RMM District (Residential; Multi-Sectional Manufactured Homes).**

Permitted uses for RMM (Residential; Single Family; site-built, factory built and Multi-Sectional Manufactured Homes, no single-wide manufactured homes or mobile homes) are as follows in this section.

\* \* \*

(B) (1) All principal and accessory uses and structures permitted in the R1L Zoning District;

\* \* \*

(4) Accessory Dwelling Unit, AS DEFINED IN § [153.005](#), SUBJECT TO THE PERFORMANCE STANDARDS SET OUT IN § [153.072](#), WITH A MINIMUM PARCEL SIZE OF 70,000 SQUARE FEET.

\* \* \*

**§ 153.038 R1 District (Residential; Single Family).**

Permitted uses for the R1 District (Residential; Single Family; site built, multi-sectional and manufactured) are as follows in this section.

\* \* \*

(B) (1) All principal and accessory uses and structures permitted in the R1L and RMM Districts, Manufactured Housing and Mobile Homes as set forth under § 153.082;

\* \* \*

(4) Accessory dwelling unit AS DEFINED IN § 153.005, SUBJECT TO THE PERFORMANCE STANDARDS SET OUT IN § 153.072, WITH A MINIMUM PARCEL SIZE OF 35,000 SQUARE FEET.

\* \* \*

**§ 153.041 RS District (Residential; and Services).**

Permitted uses for the RS District (Residential and Services) are as follows in this section.

\* \* \*

(B) (1) All principal and accessory uses and structures permitted in any more restrictive zoning district, EXCEPT ACCESSORY DWELLING UNITS. Where the lot is contiguous to a less restrictive zoning district, requirement for securing an administrative review is waived (unless otherwise provided for);

\* \* \*

**§ 153.042 C1 District (Commercial; Neighborhood Sales and Services).**

Permitted uses for the C1 District (Commercial; Neighborhood Sales and Services) are as follows in this section.

\* \* \*

(B) (1) All principal and accessory uses permitted in any more restrictive zoning district EXCEPT ACCESSORY DWELLING UNITS; and providing further that, unless specifically provided to the contrary, the requirements for an administrative review (except for lots contiguous to residential districts) are waived;

\* \* \*

**§ 153.043 C2 District (Commercial; General Sales and Services).**

Permitted uses for the C2 District (Commercial; General Sales and Services) are as follows in this section.

\* \* \*

(B) (1) All principal and accessory uses permitted in any more restrictive zoning district EXCEPT ACCESSORY DWELLING UNITS; and providing further that, unless specifically provided to the contrary, the following are waived:

\* \* \*

**§ 153.048 PAD District (Planned Area Development).**

\* \* \*

(D) *Uses permitted.*

(1) Single-family dwellings, two-family, multi-family; detached, semi-detached, and attached and accessory uses EXCEPT ACCESSORY DWELLING UNITS.

\* \* \*

(7) Accessory uses and structures, WHERE PERMITTED; such uses and structures may be located in the front one-half of a lot, provided they are not nearer the front lot line than the main building or buildings.

\* \* \*

**§ 153.049 RCD District (Residential Camping District).**

Permitted uses in the RCD District (Residential Camping District) are as follows in this section.

(A) *Purpose.* This district is intended to cover the operation of resident camps that are either private, public, religious, organizational or agency camps. Resident camps are not restricted from operating trip camps, schools, travel, outpost, overnight or day camping programs.

~~(B) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

~~**RESIDENT CAMP SLEEPING UNITS.** A building or group of buildings containing guestrooms or dwelling units. For density formula purposes, two such guestrooms, RVs or tents may be counted as one dwelling unit. Each four beds shall be counted as one guestroom.~~

~~**RESIDENT CAMPING.** A sustained experience which provides a creative, recreational, educational or religious opportunity in group living in the out of doors in which campers live at a site for one or more consecutive nights, not to exceed 90 days.~~

(~~B~~) *Uses.*

(1) All principal and accessory uses and structures permitted in R1L EXCEPT ACCESSORY DWELLING UNITS;

\* \* \*

The following Sections of Title V Land Usage, Chapter 153 Zoning Regulations, General Regulations of the Town of Dewey-Humboldt Town Code are amended to read as follows (additions in ALL CAPS, deletions in ~~strikeout~~):

**§ 153.066 Accessory Uses and Structures**

\* \* \*

(B) Accessory buildings may be attached to or detached from the principal building, except that no accessory building housing fowl or animals (other than domestic pets) may be attached to any dwelling unit, EXCEPT THAT AN ACCESSORY DWELLING UNIT SHALL BE DETACHED, SUBJECT TO THE PERFORMANCE STANDARDS SET FORTH IN § 153.072.

\* \* \*

**§153. 072 ~~Guest Home~~. ACCESSORY DWELLING UNIT (ADU).**

ACCESSORY DWELLING UNITS ~~Guest homes, as defined under § 153.005~~, are subject to the following requirements:

(A) AN ACCESSORY DWELLING UNIT ~~guest home~~ is PERMITTED ~~only allowed~~ on a minimum ~~parcel~~LOT size of 70,000 square feet ~~in size~~ in the R1L AND RMM Zoning Districts and a minimum ~~parcel~~LOT size of 35,000 square feet in the R1 Zoning District, AND ON ALL LOTS IN THE RCU DISTRICT WHERE THE MINIMUM LOT SIZE IS 87,120 SQUARE FEET.

(B) ~~The parcel or lot must meet or exceed the noted required area in size and the primary structure~~DWELLING AND ACCESSORY DWELLING UNIT SHALL BOTH COMPLY WITH THE setbacks REGULATIONS set ~~out under~~FORTH IN § 153.069 ~~the Density DistrictS OF THIS CODE are met.~~

(C) ~~The guest home~~ACCESSORY DWELLING UNIT ~~must~~SHALL be serviced and metered by the primary structure electric utility hookups. Individual ~~guest home~~ACCESSORY DWELLING UNIT septic systems may be approved where necessary in order to reduce sewer line extensions as authorized by the County Environmental Unit.

(D) ~~A common driveway or entrance must be shared by~~The primary and ~~guest home~~ACCESSORY DWELLING UNIT structures SHALL SHARE A COMMON DRIVEWAY OR ENTRANCE.

(E) ~~The guest home must not exceed~~AN ACCESSORY DWELLING UNIT STRUCTURE SHALL NOT EXCEED 750 square feet IN SIZE or 25% of the total square footage of the primary structure living area under roof, whichever is greater.

(F) AN ~~The guest home~~ACCESSORY DWELLING UNIT ~~must be placed in order to meet~~SHALL COMPLY WITH THE separation requirements SET FORTH IN~~of the current~~

~~adopted THE TOWN Building, and Fire AND MUNICIPAL CodeS as well as the Planning and Zoning Ordinance.~~

(G) A kitchen facility is permitted in AN ~~the guest home~~ ACCESSORY DWELLING UNIT structure.

(H) ~~Guest home shall conform to construction requirements and density, primary structure setbacks of the applicable Zoning District.~~ AN ACCESSORY DWELLING UNIT SHALL BE USED TO HOUSE A NON-PAYING OR NON-REIMBURSING RELATIVE OR GUEST.

## NOTICE OF PUBLIC HEARING

PURSUANT TO ARS Sections 39-204 & 9-461.06, NOTICE IS HEREBY GIVEN OF PUBLIC HEARING in the Town of Dewey-Humboldt, Arizona, relating to the following request to amend the Town of Dewey-Humboldt Zoning Regulations:

Request to Amend the Town of Dewey-Humboldt, Arizona Code of Ordinances, Title XV Land Usage, Chapter 153 Zoning Regulations, General Provisions, Section 153.005 Definitions: Use Districts, related to amending the definition of “Accessory Dwelling Unit”, deleting the definition of “Guest Home” and adding new definitions of “Resident Camp Sleeping Units” and “Resident Camping”; Amending Sections 153.036 R1L District (Residential; Single Family Limited, 153.037 RMM District (Residential; Multi-Sectional Manufactured Homes), 153.038 R1 District (Residential; Single Family), 153.041 RS District (Residential; and Services), 153.042 C1 District (Commercial; Neighborhood Sales and Services, 153.043 C1 District (Commercial; General Sales and Services, 153.048 PAD District (Planned Area Development), 153.049 RCD District (Residential Camping District); and General Regulations, Section 153.066 Accessory Uses and Structures, and Section 153.072 Guest Home, all related to permitting accessory dwelling units in the R1L, RMM and R1 zoning districts, subject to certain regulations, and prohibiting accessory dwelling units within the C1, C2, PAD and RCD zoning districts and providing regulations for accessory dwelling units related to lot size, setbacks, utility hookups, driveways, structure size, kitchens and restricting the use to non-paying guests.

**The project file may be viewed by the public at the Town of Dewey-Humboldt Town Hall located at 2735 South Highway 69, Dewey-Humboldt, AZ. Written comments may be sent to Town of Dewey-Humboldt, Community Development Department, 2735 South Highway 69, Suite 12, Dewey-Humboldt, AZ 86329. Written comments may also be submitted at the public hearing. Any interested person may appear and be heard at the following public hearing:**

The **Town Council** will hold a public hearing and discussion on the Code amendment and may vote to approve or deny the amendment at its meeting on:

**Tuesday, April 7, 2015 at 6:30 p.m.  
Dewey-Humboldt Town Hall, Council Chambers, 2735 South Highway 69,  
Dewey-Humboldt, AZ**

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Judy Morgan, Town Clerk