

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

**Tuesday, October 15, 2019, 6:30 P.M.**

**DEWEY-HUMBOLDT TOWN HALL  
COUNCIL CHAMBERS  
2735 S. HWY 69, SUITE 10  
HUMBOLDT, ARIZONA 86329**

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

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Dewey-Humboldt Town Council and to the general public that the Town Council will hold a meeting open to the public on **Tuesday, October 15, 2019, at 6:30 p.m.**, at the **Dewey-Humboldt Town Hall Council Chambers, 2735 S. Highway 69, Suite 10, Humboldt, Arizona 86329**. As indicated in the agenda, pursuant to A.R.S. § 38-431.03(A)(7), the Town Council may vote to go into executive session, which will not be open to the public, to discuss certain matters.

**DEWEY-HUMBOLDT TOWN COUNCIL REGULAR MEETING AGENDA**

The issues that come before the Town Council are often challenging and potentially divisive. To make sure we benefit from the diverse views to be presented, the Council believes public meetings to be a safe place for people to speak, and 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 the 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. Council Meetings are broadcast via live streaming video on the internet in both audio and visual formats. One or more members of the Council may attend either in person or by telephone, video or internet conferencing. **NOTICE TO PARENTS:** Parents and legal guardians have the right to consent before the Town of Dewey-Humboldt makes a video or voice recording of a minor child. A.R.S. § 1-602.A.9. Dewey-Humboldt Council Meetings are recorded and may be viewed on the Dewey-Humboldt website. If you permit your child to participate in the Council Meeting, a recording will be made. You may exercise your right not to consent by not permitting your child to participate or by submitting your request to the Town Clerk that your child not be recorded.

**1. Call To Order**

**2. Roll Call** Town Council Members: Karen Brooks, Lynn Collins, John Hughes, Amy Lance, Mark McBrady, Vice Mayor Victoria Wendt and Mayor Terry Nolan.

**3. Pledge of Allegiance**

**4. Invocation**

**5. Announcements regarding Town 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. Pursuant to the Arizona Open Meeting Law, the Town Council may present a brief summary of current events; however, the Council may not discuss, deliberate, or take legal action on any matter in the summary.

Page

**A. Council announcements about outside meetings and committees**

**5 B. Public Safety Report – Central Arizona Fire & Medical Authority (CAFMA) Report presented by Fire Marshal Rick Chase** Topics for possible discussion and action include: calls responded; outreach programs and services; construction permitting.

**6. Public Comment on Non-agendized Items** 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. According to the Arizona Open Meeting Law, Councilmembers 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, Councilmembers are forbidden from discussing or taking legal action on matters raised during Public Comment unless the matters are properly noticed for discussion and legal action. A **3 minute** per speaker limit shall be imposed. Everyone is asked to please be courteous and silent while others are speaking.

## 7. Consent Agenda

- Page All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.
- 13 **A. Approval of Minutes of May 7, 2019 Study Session and Special Council Meeting**
- 17 **B. Approval of Minutes of September 17, 2019 Regular Council Meeting**
- 8. Town Manager's Report** Update on Current Events. The Town Council may ask clarifying questions about any item listed on the agenda under Town Manager's Report, or ask that any item listed on the agenda under Town Manager's Report be placed on a future agenda for Council deliberation and action. No legal action will be taken on items listed under Town Manager's Report. From time to time, as authorized by A.R.S. § 38-431.02(K), the Town Manager may present a brief summary of a current event that, due to its timeliness, is not listed on the agenda. In such cases, the Town Council shall not propose, discuss, deliberate or take legal action on the matter.
- A. Town Manager's Report on the status of the Blue Hills emergency evacuation route**
- B. Town Manager's Report on the status of the new Town Hall building, to be located at 12938 East Main Street**
- 9. General Business** Discussion and possible legal action may be taken.
- 21 **A. Consider the adoption of Ordinance No. 19-147 to amend the Town of Dewey-Humboldt zoning map to change the zoning for Assessor's parcels 402-08-068E, 402-08-068G, 402-08-068L and 402-08-068K from C3 (Commercial and Minor Industrial) to M1 (Industrial; General Limited). Note:** On September 3, 2019, Council held the public hearing and continued the discussion and possible action to a future meeting. (Staff CC)
- 39 **B. Town Council discussion, possible direction to staff, and possible action to adopt Ordinance No. 19-148, amending the Dewey-Humboldt Code of Ordinances, § 30.109, to allow public comment at all types of public meetings** (Staff CC; from the September 17, 2019 Regular Council Meeting and October 8, 2019 Study Session)
- 45 **C. Discussion with the Town Attorney and possible direction to the Town Attorney relating to reviewing Dewey-Humboldt Code of Ordinances, § 153.051, Overlay Zones, to determine if § 153.051 is in compliance with current state statutes and if it is the correct method to initiate "infill" zoning** (CAARF – Councilmember Collins)
- 53 **D. Discussion and possible action relating to the status of the revised Code Violation Complaint Policy and Complaint form** (CAARF – Councilmember Brooks; from the September 10, 2019 Study Session)
- 55 **E. Discussion and possible action relating to the status of amending the Dewey-Humboldt Code of Ordinances relating to the regulation of steel cargo containers** (CAARF – Councilmember Brooks; from the May 21, 2019 Regular Council Meeting)
- 59 **F. Discussion and possible action to refer to the Planning and Zoning Advisory Commission for the Commission's review and recommendation related to establishing a low-intensity, neighborhood-friendly, new zoning classification for commercial zoning in residential neighborhoods. Examples of neighborhood-friendly include restricted hours, residential-scale buildings, no hotels or apartments, and able to serve as a buffer use between homes and more intense uses** (CAARF – Councilmember Collins; from the October 8, 2019 Study Session)
- 69 **G. Discussion and possible action relating to changing Coffee with the Mayor back to Coffee with the Town Manager at Town Hall** (CAARF – Councilmember Brooks)
- 71 **H. Discussion and possible action relating to the Mayor's use of a tomahawk as a gavel** (CAARFs – Councilmember McBrady and Councilmember Brooks; continued from the October 1, 2019, Regular Council Meeting)

- 73 I. **Discussion and possible action relating to the amended and restated lease agreement with Humboldt Station, Inc., for the lease of the current Town Hall location at 2735 South Highway 69 (Staff CC)**

**10. Executive Session**

**Vote to recess to Executive Session**

- A. **An Executive Session pursuant to A.R.S. § 38-431.03(A)(3), (4), and (7) for discussion, consultation for legal advice, consideration of Council’s position, and instruction with/to its attorney and designated representatives of the Town regarding negotiations for the lease of real property located at 2735 South Highway 69.**

**Close Executive Session/Reconvene Regular Meeting**

- 11. **Discussion and possible action relating to the amended and restated lease agreement with Humboldt Station, Inc., for the lease of the current Town Hall location at 2735 South Highway 69**

- 12. **Consideration of additional Special Session(s)** Whether to hold and, if so, set the date

**13. Adjourn**

Persons with a disability may request reasonable accommodations by contacting the Town Hall at (928) 632-7362 at least 24 hours in advance of the meeting.

**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 \_\_\_\_\_, 2019, at \_\_\_\_\_ a.m./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.

**For Your Information:**

- Next Town Council Regular Meeting: Tuesday, November 5, 2019 at 6:30 p.m.
- Next Planning & Zoning Meeting: Thursday, November 7, 2019, at 6:00 p.m.
- Next Town Council Study Session: Tuesday, November 12, 2019, at 6:30 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 Tim Mattix, Town Clerk.

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# Dewey/Humboldt Town Council Mtg. October 21, 2019

3rd Quarter Report  
July-September 2019

Central Arizona Fire and Medical



Land Area: 365 sq. miles  
Population: 86,865  
Fire Stations: 10 staffed stations

# EMS RESPONSES

- Ex: Medical, MVA, Rescue, Search for Lost Person, Water Rescue, Electrical Rescue

		<u>Throughout District</u>
July:	37 (5.2%)	712
Aug:	27 (4%)(2 MVA)	670
<u>Sept:</u>	<u>33 (4.7%)(3 MVA)</u>	<u>665</u>
Total:	97 (4.7%)	2,047

# FIRE RESPONSES

- Ex: Structure, Wildland, Vehicle

## Throughout District:

July :	1 (7.1%)	14
Aug:	1 (6.2%)	16
<u>Sept:</u>	<u>2 (18.1)</u>	<u>11</u>
Total:	4(9.7%)	41

# PUBLIC SERVICE DISPATCHES

- Ex: lock out, water problem, bee/snake call, unauthorized burning, police assist, other type of help

## Throughout District

July:	8 (4.4%)	181
Aug:	10 (3.9%)	255
<u>Sept:</u>	<u>14 (6.4%)</u>	<u>217</u>
Total:	32 (4.9%)	653

# HAZARDOUS COND. RESPONSES

- Ex: comb./flam. spill, chemical or biological hazard, illegal burning

## Throughout District

July: 2 (20%) 10

Aug: 0 17

Sept: 0 15

Total: 2 (4.7%) 42

# GOOD INTENT RESPONSES

- Ex: cancelled enroute, animal rescue, controlled burning, vicinity (smoke/fire) alarm, false alarm

## Throughout District

July:	5 (3.8%)	129
Aug:	8 (5.3%)	152
<u>Sept:</u>	<u>6 (4.2%)</u>	<u>141</u>
Total:	19 (5.1%)	422

# TOTAL DISPATCHES

## Throughout District

July:	53 (5%)	1,046
Aug:	46 (5.2%)	1,112
<u>Sept:</u>	<u>55 (4%)</u>	<u>1,049</u>
Total:	110 (3.4%)	3,207

**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
STUDY SESSION & SPECIAL MEETING MINUTES  
MAY 7, 2019, 6:30 P.M.**

**A STUDY SESSION & SPECIAL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MAY 7, 2019, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.**

1. **Call To Order.** Mayor Nolan called the meeting to order at 6:30 p.m.
2. **Roll Call.** Town Council Members: Karen Brooks, Lynn Collins, Mark McBrady, Vice Mayor Victoria Wendt and Mayor Terry Nolan were present. Council Members Amy Lance and John Hughes were absent.
3. **Study Session.** No legal action to be taken.

**A. Presentation by Asa Bjorklund on behalf of the Garry Rogers' Family on the Coldwater Farms Conservancy Update**

Asa Bjorklund, representing Central Arizona Land Trust, gave an update on the Coldwater Farms Conservancy. Ms. Bjorklund thanked Council for the support they have received from them. She stated they have raised \$45,000 and have initiated the conservation process which will be completed in July. They have had some field trips there and on the last field trip they discovered three new species, for a total of 141 bird species. They will be having a fundraising event on May 16 from 5:00 – 8:00 p.m. at the Barn at Mortimers. There will be food, drinks, music, hayrides and raffles and would love it if the Council could attend. She gave some tickets for the fund raiser to Interim Town Manager Ed Hanks for the Council.

In response to Council, Ms. Bjorklund stated are lacking \$6,000, but this event will help with the fund raising. Council thanked Garry and Denise Rogers and said they appreciate what they are doing.

**B. Discussion and Consideration of Proposed APS Franchise Agreement**

Arizona Public Service (APS) Franchise & Technical Services, Kendra Lee, talked about the percentage amount of the APS Franchise Agreement. She said the amount is up to the Town Council. She said it could be introduced at 2% with a declining percentage, or it could be introduced at 0% and the Council could change it at any time. Most of their Franchises are 2%, but they offer 0%.

In response to Council, Ms. Lee stated that 2% will bring in roughly \$35,000 in revenue for the town.

Town Attorney Goodwin asked Ms. Lee if she could explain the sales tax offset. Ms. Lee stated the town does not have the sales tax offset. She said Option 13 of the Model City Tax Code gives an opportunity to offset the sales tax by the Franchise Agreement. The town has a 2% sales tax. If you approve Option 13 of the Model City Tax Code, then you collect both the Franchise and the sales tax. If you don't approve Option 13 of the Model City Tax Code, you can still keep the Franchise, but it will be offset by the 2% sales tax. Ms. Lee said another example is if you have a 3% sales tax and a 2% Franchise, you would get the 3% sales tax and 1% Franchise. Town Attorney Goodwin said if you want 2% + 2%, tell her and she will get the language correct.

There was Council discussion about being in compliance with overhead powerline safety laws. The town wants to make sure these are covered in the agreement. Ms. Lee stated that relates to state law in complying with our overhead safety, as dictated by Arizona State Law.

Nancy Wright wanted to clarify the agreement. She said if the voters approve this, and at some point you want to change it, it doesn't have to go back to the voters? Mayor Nolan said yes and that's why he didn't want to go with the 0%, because it is misleading to the citizens. He said if we go with 2%, we can reduce it down.

Ms. Lee stated the Council has to approve whether the Franchise Agreement goes to the voters to be voted on. She said the voters, per State law, approve the Franchise Agreement as presented, which is a 25-year agreement. The full legal language of the Franchise Agreement will be printed in the newspaper. She said at your next Council meeting is when you decide whether to approve the Franchise Agreement. She provided Council with a sample resolution and a sample ballot. Once the Franchise Agreement is approved, she will work with the Town Clerk to get the ballot language to Yavapai County and move forward with the election accordingly.

Leigh Cluff wanted to clarify whether the Franchise Agreement would have to go back to the voters to change the percentage. Ms. Lee stated that no part of the Franchise Agreement can be changed by Council, except if the language allows it for the fee. She spoke about what the Mayor Nolan is saying that he would prefer it to be a 2% fee so that it can be reduced without going back to Council. There is also an option where there could be a 0% to 2% fee that the Council could approve at any time. Town Attorney Goodwin stated the Franchise Agreement will say 2% with the ability of the Council, if needed, to reduce it down and it won't have to come back to the Council.

CM Brooks stated in order to institute the Franchise Agreement, the voters have to approve it. Ms. Lee said yes.

**C. How was the authorization made for extending Volunteer of the Year applications (CAARF – CM Brooks)**

CM Brooks asked why was the VOTY nomination period extended because the April Newsletter stated the nomination period was to be closed by 5:00 pm. on April 11th. She asked who had the authority to extend it and how was it extended. ITM Hanks spoke regarding the process. He stated that on April 10<sup>th</sup>, Beth Evans, Administrative Assistant II, came to him and stated that we had no nominees for VOTY and that we needed to send the Newsletter to the Editor. At that time, he made the decision to extend it for a month because we hadn't received any nominations.

**D. What is the status of the lease agreement on Town Hall and the Sheriff's Office (CAARF – CM Brooks)**

CM Brooks asked what the status is on the lease agreement for Town Hall and the Sheriff's Office. She said that Town Attorney Goodwin works with CM McBrady through these meetings and felt that this should be assigned to someone else in her office. ITM Hanks stated that after the agenda was put together for this meeting, he received the initial contract for review from the Town Attorney's office. The lease is scheduled to be on the next meeting.

**E. What is the status of hiring a new Town Clerk (CAARF – CM Brooks)**

CM Brooks asked what the status is on hiring a new Town Clerk. She stated she heard that the posting was closed and that we had some interviews. ITM Hanks stated that we have had interviews with four that were selected out of ten applications. We made an offer to one and we have until Thursday to hear back from them in writing. As soon as I hear back from them, I will send an email out to everyone.

Gary Mortimer asked when is the time up for that offer. ITM Hanks stated this Thursday, May 9th.

**F. Is it true Greater Prescott Regional Economic Partnership (GPREP) is no more and being reorganized under Central Arizona Partnership (CAP) or different name (CAARF – CM Brooks)**

CM Brooks stated that GPREP is for economic development, but there are no minutes or feedback from the GPREP meeting to the Council. She said If you call the office, they say they are going dark. Dark is a general, relative statement. She said there is a contract coming up and we should not enter into a contract on something that is not forthcoming to not only the Councilmembers, but to the public. She stated she didn't think that it is a committee that we need to be active in because she would like some reports on it.

Mayor Nolan stated he sent the quarterly financial report and a report about what GPREP is doing to Council through Ms. Evans. He said that it is going dark, but there is a conflict because no one on the Board of Directors knew who chose that idea to go dark. That means they are going to stop and maybe come back and reorganize. He stated we don't have to pay anything. There was further Council discussion on GPREP and Council would like to have a representative from the organization come to the Council and give them an update.

**G. Discussion of meeting at Smelter Site called by Mayor in regards to planning of site after cleanup is done (CAARF – CM Brooks)**

CM Brooks asked about a meeting that is scheduled for May 10<sup>th</sup> at the Smelter site with EPA. She said there was no news about this meeting and Council had not discussed this at any previous meetings. She said she wanted clarification about this meeting. Mayor Nolan said that EPA is not involved in this meeting. He said that he set up the meeting and he sent out the invitations to museums, historical societies, Senators, Representatives, supervisors and Council. CM Brooks questioned whether the Council would be in violation of the open meeting law. Mayor Nolan said we can send out a quorum notice. CM Brooks said she received a copy of an email from Jeff Dhont, with the Environmental Protection Agency (EPA) that stated the Smelter site should not be open to the public. Mayor Nolan stated it is open for the invitees and that EPA is just covering themselves.

There was Council discussion regarding the issues involved with having this event at the Smelter Site. It was discussed that EPA does not support this event, as it a hazardous site and should not be open to the public. In contacting our risk management company, the Town was advised that they would not have insurance coverage for this event. TA Goodwin said that the Town would have liability if anyone was hurt by holding this event. There was also discussion on whether it was for invitees only, or if the general public was invited. Council discussed that this event wasn't handled properly as it should have come before Council first. Council recommended cancelling this event.

Leigh Cluff questioned whether this is a private or public event because it was in the Newsletter. There was Council discussion regarding the event being private or public.

Ron Thibodeau asked if the Mayor had been to the EPA meetings. Mayor Nolan said yes, he had. Mr. Thibodeau said he asked the EPA to set up a meeting to have a tour, but that never happened. He asked if the Mayor was there as a resident or the Mayor. Mayor Nolan said as the Mayor. He asked the Mayor if he was the owner. Mayor Nolan said he was not the owner. He stated he didn't like the idea of it becoming a State Park and there are going to be other ideas, and if this is closed meeting how does this prepare the community for the 15<sup>th</sup> meeting with the EPA. Mayor Nolan stated the Newsletter says it is open to the public.

VM Wendt asked ITM Hanks who put the article in the Newsletter. ITM Hanks said Ms. Evans was directed by the Mayor to put it in the Newsletter. Mr. Thibodeau stated if it is open to the public, that creates the liability issue. He said as a community, we should be able to go there before the meeting on the 15<sup>th</sup> with the EPA so we can get some ideas. He said he hasn't gotten any emails from the EPA about this meeting. Mayor Nolan said EPA knew about this meeting for three months. Mr. Thibodeau said he would be at the meeting.

CM Brooks asked Mayor Nolan why Council didn't hear about the meeting. She stated she is not worried about contamination, as she lives to the north of the site. She said, with the grass that has grown up around the site, the dust doesn't not blow around like it used to, but her big fear is the stack because it is dangerous. She said there used to be two stacks, one was brought down in 1955 because it was so dangerous.

Mr. Thibodeau said he thinks there should be more discussion about what needs to be done with the site.

VM Wendt asked TA Goodwin what we can do to cancel this event. TA Goodwin said she was concerned about the potential liability of the Town and said the Newsletter article would be used as evidence. She said the Town needs to make clear this is not a Town meeting or Town sponsored event in any way. She said the Mayor is correct, absent someone going to court and getting an injunction against him, we can't do anything. She said she is seriously concerned about the possible liability to the Town.

Nancy Wright said the Town could contact the people involved and tell them not to come. VM Wendt said it is in the Newsletter, and we don't have any way to contact the invitees. She said we need to make it clear this is not a Town event.

#### **H. Discussion on having a third meeting every month**

ITM Hanks stated this was listed on our tentative meeting items and if you want to discuss this we can.

There was Council discussion on having a third meeting every month. One reason is because the agendas are getting longer and having an additional meeting would help. The third meeting can always be eliminated. Waiting for the new Town Manager and Town Clerk to be hired was discussed and having extra meetings for the budget already scheduled was discussed.

ITM Hanks said that, from a Staff standpoint, adding an additional meeting at this time may be a strain on Staff.

#### **4. Special Meeting. Legal action may be taken.**

##### **A. Public Works – Chipseal Contract Award (Staff CC)**

ITM Hanks said that the annual chipseal project was advertised and we had two responsible bidders, Earth Resources Corporation and Asphalt Paving and Supply. Earth Resources Corporation was the lowest responsible bidder at \$206,827. This is a little larger for a chip sealing project, but due to the high cost of oil, we combined chip sealing and fog sealing and saved some money overall. Staff recommends awarding the contract to Earth Resources Corporation.

VM Wendt made a motion to award the chip sealing contract to Earth Resources Corporation in the proposed amount of \$206,827, seconded by CM Collins. CM Brooks – aye; CM Collins – aye; CM McBrady – aye; VM Wendt – aye; Mayor Nolan – aye. The motion passed unanimously.

**5. Executive Session**

Council may vote to hold an Executive Session for the purpose of obtaining legal advice from the Town’s attorney on any matter listed on the agenda pursuant to A.R.S. § 38.431.03(A)(3).

**Vote to recess to Executive Session**

CM Collins said if we are talking about spending public money on somebody, it should be done in public.

Mayor Nolan asked for a motion to recess to Executive Session at 7:28 p.m.

CM McBrady made a motion to go into Executive Session, seconded by VM Wendt. CM Brooks – aye; CM Collins – nay; CM McBrady – aye; VM Wendt – aye; Mayor Nolan – aye. The motion passed 4-1.

- A. An Executive Session pursuant to A.R.S. § 38-431.03 (A) (4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town’s position regarding an Employment Agreement with Alan Lanning for Town Manager that is the subject of negotiations.**
- B. An Executive Session pursuant to A.R.S. § 38-431.03 (A) (1) for discussion and consideration of employment, assignment, appointment, and salary of Alan Lanning as Town Manager.**

**Close Executive Session/Reconvene Study Session**

Mayor Nolan closed the Executive Session and reopened the Regular Meeting.

- 6. Discussion and possible action regarding the Town’s position regarding an Employment Agreement with Alan Lanning for Town Manager that is the subject of negotiations.**

TA Goodwin has direction on where to go from here. No decision was made.

- 7. Discussion and possible action regarding employment, assignment, appointment, and salary of Alan Lanning as Town Manager.**

TA Goodwin has direction on where to go from here. No decision was made.

**8. Adjourn.**

CM Brooks made a motion to adjourn, seconded by VM Wendt. CM Brooks – aye; CM Collins – aye; CM McBrady – aye; VM Wendt – aye; Mayor Nolan – aye. The motion passed unanimously.

Mayor Nolan adjourned the meeting.

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

ATTEST: \_\_\_\_\_  
Beth Evans, Administrative Assistant II

**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
REGULAR COUNCIL MEETING MINUTES  
SEPTEMBER 17, 2019, 6:30 P.M.**

**A REGULAR COUNCIL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, SEPTEMBER 17, 2019, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.**

1. **Call To Order** Mayor Nolan called the meeting to order at 6:31 p.m.
2. **Roll Call** Councilmembers Karen Brooks, Lynn Collins, John Hughes, Vice Mayor Victoria Wendt and Mayor Terry Nolan were present. Councilmember Amy Lance had notified staff that she was unable to attend; Councilmember Mark McBrady was absent.
3. **Pledge of Allegiance** Audience member Jack Hamilton led the Pledge.
4. **Invocation** Given by VM Wendt.
5. **Announcements regarding Town 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. Pursuant to the Arizona Open Meeting Law, the Town Council may present a brief summary of current events; however, the Council may not discuss, deliberate, or take legal action on any matter in the summary.

**A. Council announcements about outside meetings and committees**

Councilmember Hughes and Mayor Nolan noted that the Agua Fria Festival is Saturday, September 21, 2019, on Main Street.

Councilmember Collins attended the the Humboldt Superfund Awareness and Research Team community meeting. The Environmental Protection Agency (EPA) is going to re-address dust control this fall and will put a more durable cover at the Smelter Site. The EPA is putting up signs and fencing and wants to re-address dust control with respect to beryllium.

**6. Public Comment on Non-agendized items**

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. According to the Arizona Open Meeting Law, Councilmembers 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, Councilmembers are forbidden from discussing or taking legal action on matters raised during Public Comment unless the matters are properly noticed for discussion and legal action. A **3 minute** per speaker limit shall be imposed. Everyone is asked to please be courteous and silent while others are speaking.

Jack Hamilton spoke relating to the readoption of the General Plan; the Council relied on the opinion that the General Plan stayed in effect even though it had expired; and, why a readoption plan is in the law. He also spoke regarding Town Attorney Kay Bigelow reading the first line from A.R.S. § 9-461.06(A), which she said meant that the General Plan stayed in effect when the old one expired, and his thought that she misconstrued the sentence, due to the last line of A.R.S. § 9-461.06(A) saying that the Town shall have either a new General Plan or readopt the old plan in place before the old General Plan expires. He spoke relating to the Town being in violation of law since no General Plan is in place, there being no consequences for the Council since they followed the attorney's advice, his reading of ARS § 9-462.01(F) to mean that the Town has to have a General Plan in place before it can rezone, and that the rezoning of the commercial area for light manufactured can be challenged in court. The Council had four options available and chose the worst one available.

Steven Hakly spoke relating to requesting the Council's consideration on his having a 40-foot container for a garage. He provided pictures to staff to provide to Council. In response, Mayor Nolan asked Mr. Hakly to come in to the office tomorrow to talk to the Building or Planning department to help him get started; he doesn't think there's going to be a problem because the Town just made an ordinance to allow containers on property.

7. **Consent Agenda** All those items listed below are considered to be routine and may be enacted by one motion. Any Council Member may request to remove an item from the Consent Agenda to be considered and discussed separately.
  - A. **Approval of Minutes of June 18, 2019, Regular Council Meeting**
  - B. **Approval of Minutes of June 25, 2019, Special Council Meeting**
  - C. **Discussion and possible action to approve the Accountability Contract with Central Arizona Land**

**Trust (Coldwater Conservancy) for Fiscal Year 2019/20 funding** (Staff CC)

**D. Discussion and possible action to approve the Accountability Contract with the Dewey-Humboldt Historical Society (DHHS) for Fiscal Year 2019/20 funding** (Staff CC)

**E. Discussion and possible action to approve the Accountability Contract with Mayer Area Meals on Wheels (MAMOW) for Fiscal Year 2019/20 funding** (Staff CC)

Councilmember Brooks moved to accept the consent agenda items as presented; second by Vice Mayor Wendt. Motion passed unanimously on a voice vote 5-0. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM Lance – absent; CM McBrady – absent; VM Wendt – aye; Mayor Nolan – aye.

**8. Town Manager's Report** Update on Current Events. The Town Council may ask clarifying questions about any item listed on the agenda under Town Manager's Report, or ask that any item listed on the agenda under Town Manager's Report be placed on a future agenda for Council deliberation and action. No legal action will be taken on items listed under Town Manager's Report. From time to time, as authorized by A.R.S. § 38-431.02(K), the Town Manager may present a brief summary of a current event that, due to its timeliness, is not listed on the agenda. In such cases, the Town Council shall not propose, discuss, deliberate or take legal action on the matter.

**A. Town Manager's Report on the General Plan Update process**

Ed Hanks, Town Manager, stated that staff has been working on the advertisement for the General Plan consultant. It will be finalized tomorrow and going out next week.

Mr. Hanks announced that staff is starting the advertisement for the Finance assistant that was approved in the budget; the job description is being finalized and will go out next week.

In response to the Council, Mr. Hanks confirmed that the General Plan consultant was included in the current 2019/2020 budget.

**9. General Business** Discussion and possible legal action may be taken.

**A. Discussion and possible action relating to amending the Dewey-Humboldt Code of Ordinances to change Farm Animals from an accessory use to a permitted use, to allow the keeping of farm animals on vacant land. The Planning and Zoning Advisory Commission recommendation dated June 21, 2016, recommended Farm Animals be "permitted used" rather than "accessory uses" in the R1-L; RMM; R1; C1; C2; C3; M1; and, M2 zoning districts** (CAARF – Councilmember Collins)

Councilmember Collins stated that keeping farm animals on vacant land is done by a lot of people without permission. They are allowed to, as long as nobody complains. Letting people graze animals reduces fire fuels; letting people have this tool would be more productive. Since a previous Town Council rejected it, it may need to go back through the Planning and Zoning Advisory Commission. This is a cheap and easy way to keep the weeds down; several people with a vacant lot, either connected or in a different area, could easily truck animals in with a water tank and some feed to graze for a couple of weeks.

Vice Mayor Wendt moved that, since it was the previous Planning and Zoning Advisory Commission back in 2016, to send it back to the Commission to look at it, make a recommendation and bring it back to Council; seconded by Councilmember Collins.

Jack Hamilton spoke relating to it not really being necessary; the Town doesn't have a large animal ordinance, so it would fall under open range, and animals can be grazed anywhere. Property owner's permission isn't required; as long as there isn't a fence, animals can graze on it.

The motion to send it back to the Planning and Zoning Advisory Commission for review and recommendation passed unanimously on a voice vote, 5-0. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM Lance – absent; CM McBrady – absent; VM Wendt – aye; Mayor Nolan – aye.

**B. Discussion and possible direction to the Town Attorney to draft an ordinance, with an emergency clause, to amend the Dewey-Humboldt Code of Ordinances to allow public comment on all items at Study Sessions and Special Meetings** (CAARF – Councilmember Collins)

Councilmember Collins stated that people want to talk at these meetings, and Council has to make motions and vote to allow it. It would be more expeditious to allow public comment on anything that Council is doing.

The Council discussed this including Special Sessions also; while Council doesn't vote at Study Sessions, they do learn about and discuss the items; and, this would be amending an administrative code, not something for Planning and Zoning Advisory Commission. Allowing public comment at Study Sessions is more transparent and would give the Council more Community feedback.

The Council also discussed the need for an emergency clause and the process and postings required for ordinances. 30 days (no emergency clause) is only one Study Session. Kay Bigelow, Town Attorney, stated that an emergency clause has to be passed by three-fourths of the Council and that it has to be for an immediate health, wealth or safety reason. Councilmembers discussed the timing involved for a previous ordinance taking six months.

Mayor Nolan moved to send this back to P&Z. Councilmembers discussed this being administrative. Motion failed for lack of a second.

Jack Hamilton spoke relating to the Town Attorney answering the question about the emergency clause, that it does not need to go to Planning and Zoning Advisory Commission, and the process an ordinance goes through before becoming effective. It used to be the code, so the Council will be changing it back to the way it was.

Councilmember Brooks moved to amend Code 30.109(E)(6) to allow public comment during Study Sessions and Special Sessions; seconded by Councilmember Collins.

Ms. Bigelow clarified that the motion is to direct her to draft an ordinance and bring it back in the next couple of meetings, not to amend it at this meeting.

The motion, as clarified, passed on a voice vote, 4-1. CM Brooks – Aye; CM Collins – Aye; CM Hughes – Aye; CM Lance – absent; CM McBrydy – absent; VM Wendt – Aye; Mayor Nolan – nay.

**C. Staff presentation of alternatives for the location of Dewey-Humboldt Town Hall after the current lease ends and Town Council discussion relating to options for a Town Hall location. Options for consideration include (Staff CC):**

- **2735 South Highway 69**
- **12938 East Main Street**
- **210 South Highway 69**
- **449 South Manzanita Boulevard**
- **530 South State Route 69**
- **Third Street right-of-way, between Butte Street and Azurite Street**
- **3650 South Highway 69**

Mr. Hanks stated that at the September 3, 2019, Council Meeting, staff was directed to look into a few specific locations, and bring information back to Council. Staff wanted the public to see the areas that Council is looking into. In response to the Council, Mr. Hanks confirmed that the Third Street right-of-way is where the Public Works yard is.

**10. Executive Session**

**Vote to recess to Executive Session**

Vice Mayor Wendt moved to go into Executive Session; seconded by Councilmember Hughes. Motion passed on a voice vote 4-1. CM Brooks – aye; CM Collins – nay; CM Hughes – aye; CM Lance – absent; CM McBrydy – absent; VM Wendt – aye; Mayor Nolan – aye.

The Regular Meeting adjourned into Executive Session at 6:56 p.m.

**A. An Executive Session pursuant to A.R.S. § 38-431.03(A)(3), (4), and (7) for discussion, consultation for legal advice, consideration of Council's position, and instruction with/to its attorney and designated representatives of the Town regarding negotiations for the location of Town Hall facilities after the end of the current lease.**

**Close Executive Session/Reconvene Regular Meeting**

The Regular Meeting reconvened at 8:00 p.m. Councilmembers Brooks, Collins, Hughes, Vice Mayor Wendt and Mayor Nolan were present. Councilmember Lance had notified staff that she was unable to attend; Councilmember McBrydy was absent.

**11. Discussion and possible action relating to options for a Town Hall location. Options for consideration include:**

- **2735 South Highway 69**
- **12938 East Main Street**
- **210 South Highway 69**
- **449 South Manzanita Boulevard**

- **530 South State Route 69**
- **Third Street right-of-way, between Butte Street and Azurite Street**
- **3650 South Highway 69**

Councilmember Hughes moved to direct the Town Attorney to negotiate a contract with the 2735 South Highway 69 property; seconded by Vice Mayor Wendt. Motion passed on a roll call vote, 3-2. CM Brooks – Aye; CM Collins – nay; Councilmember Hughes – aye; Councilmember Lance – absent; Councilmember McBrady – absent; VM Wendt – aye; Mayor Nolan – nay.

Councilmember Brooks moved to direct staff to begin the process of starting to develop the property on 12938 East Main Street of Humboldt, to eventually become Town Hall; seconded by Vice Mayor Wendt. Motion passed on a voice vote 5-0. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM Lance – absent; CM McBrady – absent; VM Wendt – aye; Mayor Nolan – aye.

**12. Consideration of additional Special Session(s)** Whether to hold and, if so, set the date.

There was no discussion.

**13. Adjourn** The meeting was adjourned at 8:02 p.m.

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

ATTEST: \_\_\_\_\_  
Timothy A. Mattix, Town Clerk



## COUNCIL COMMUNICATION

Regular Council Meeting Date: **October 15, 2019**

Agenda Item: **9.A.**

---

**Submitted by:** Edward L. Hanks, Jr., Town Manager

**Subject:**

Conduct public hearing on request and consider the adoption of Ordinance No. 19-147 to amend the Town of Dewey-Humboldt zoning map to change the zoning for Assessor's parcels 402-08-068E, 402-08-068G, 402-08-068L and 402-08-068K from C3 (Commercial and Minor Industrial) to M1 (Industrial; General Limited).

**Background:**

The applicants are the owners of four tracts of land near the southern boundary of the Town of Dewey-Humboldt, with access from State Route 69. It is the applicant's belief that the current C3 zoning is hindering their ability to market his properties, and thus have requested to change the zoning for their property from C3 Commercial to M1 Industrial.

Staff points out that these properties are adjacent to existing M1 zoning and share an access with other properties from State Route 69, limiting transportation conflicts, and no new improvements are proposed. The industrial development on this M1 zoning would be subject to less traffic than a commercial use would likely generate.

At the September 3, 2019, Council Meeting, Council held the public hearing. Following the public hearing, Council continued their discussion and vote to a later date, and requested:

- The deed restrictions on the parcels in order to review them; and,
- That the applicants come to the Council Meeting to address their zoning change request. (Staff has requested the applicants attend tonight's meeting.)

**Financial Impact:**

There will be no anticipated financial impact to the Town resulting from the approval of the amendment to the Zoning regulations as requested.

**Direction Requested:**

Staff is seeking Council direction on the proposed map change.

**Planning Commission Recommendation:**

On August 8, 2019, the Planning and Zoning Advisory Commission after holding a public hearing, voted unanimously to recommend to Town Council, approval of Ordinance No. 19-147, changing the zoning district for four parcels from C3 (Commercial and Minor Industrial) to M1 (Industrial; General Limited).

**Suggested Motion:**

**For:** I move to approve Ordinance No. 19-147 as written.

**Against:** I move to deny Ordinance No. 19-147.

**Attachments:**

Ordinance No. 19-147, Citizen Participation Report, Deeds, with restrictions, for parcels 402-08-068E, 402-08-068G and 402-08-068K

Town of Dewey-Humboldt

P.O. Box 69

Humboldt, AZ 86329

Phone: 928-632-7362 | Fax: 928-632-7365

October 15, 2019  
[www.dhaz.gov](http://www.dhaz.gov)

**ORDINANCE NO. 19-147**

**AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, COUNTY OF YAVAPAI, ARIZONA, AMENDING THE OFFICIAL ZONING MAP OF DEWEY-HUMBOLDT, ARIZONA BY CHANGING THE ZONING CLASSIFICATION OF PROPERTY CONSISTING OF APPROXIMATELY 10.86 ACRES LOCATED AT 3546, 3600, 3650 AND 3692 S. STATE ROUTE 69 IN ZONING CASE Z-19-190090 FROM C3 (COMMERCIAL AND MINOR INDUSTRIAL) TO M1 (INDUSTRIAL; GENERAL LIMITED).**

WHEREAS, the Town Council has determined that this amendment to the Official Zoning Map conforms with the Town of Dewey-Humboldt General Plan; and

WHEREAS, all required public notice was provided and all required public meetings and hearings were held in accordance with applicable state and local laws; and

NOW THEREFORE BE IT ORDAINED by the Common Council of the Town of Dewey-Humboldt, Arizona, as follows:

The Official Zoning Map of the Town of Dewey-Humboldt, Arizona is hereby amended by changing the zoning classification of property consisting of approximately 10.86 acres described in Exhibit 1 attached hereto and incorporated herein by this reference (the "Property"), from C3 (Commercial and Minor Industrial) to M1 (Industrial; General Limited).

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, this \_\_\_ day of \_\_\_\_\_, 2019, by the following vote:

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

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

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

APPROVED this \_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
Terry Nolan, Mayor  
APPROVED AS TO FORM:

\_\_\_\_\_  
Timothy A. Mattix, Town Clerk

\_\_\_\_\_  
Bigelow Law Offices, P.L.C., Town Attorney  
Kay Bigelow

I, TIMOTHY A. MATTIX, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 19-147 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019, WAS POSTED IN THREE PLACES ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Timothy A. Mattix, Town Clerk

**Exhibit 1**

402-08-068E

LAND DESCRIPTION

Lot 1, Sw  $\frac{1}{4}$  Section 22, Township 13 North, Range 1 East,  
Gila and Salt River Meridian, Arizona

3.35 Acres more or less

LS. 24522

Beginning at the West  $\frac{1}{4}$  Corner of Section 22, T 13 N, R1 E, Yavapai County, go South 89 00' 08" East 516.46 feet, Thence South 02 029' 01" East 274.45 feet, Thence South 22 26' 17" East 480.57 to the point of beginning;

Thence North 84 44' 36" East 75.64 feet;

Thence South 69 25' 00" East 398.91 feet;

Thence South 20 10' 58" West 238.45 feet;

Thence South 21 17' 16" West 250.52 feet;

Thence North 68 10' 04" West 169.06 feet;

Thence North 01 56' 32" West 262.11 feet;

Thence North 22 16' 17" West 287.47 feet to the point of beginning.

This lot has a 50.00 foot road and utility easement along the south, west, and that portion of the north boundary line to allow the 50.00 foot access to Lot 2.

402-08-068G

Beginning at the West  $\frac{1}{4}$  Corner of Section 22, T 13 N, R1 E, Yavapai County, go South 89 00' 08" East 516.46 feet,

Thence South 02 029' 01" East 274.45 feet;

Thence South 22 26' 17" East 480.57 feet;

Thence North 84 44' 36" East 75.64 feet to the point of beginning;

Thence North 37 56' 40" East 229.07 feet;

Thence South 84 34' 59" East 117.96 feet;

Thence South 70 01' 51" East 73.12 feet;

Thence South 40 45' 31" East 26.41 feet;

Thence South 74 34' 39" East 119.15 feet;

Thence South 20 10' 58" West 246.34 feet;

Thence North 69 25 00" West 398.91 feet to the point of beginning.

Reserving unto the grantors, its successors and assigns a 50.00 foot roadway easement along the west boundary line.

Reserving unto the grantor, its successors and assigns the following easements for road, utilities and waterline.

Beginning at the Northwest corner of the above described property, Go South 84 34' 59" East 62.09 feet to the beginning and centerline of a 10.00 foot waterline easement.

Thence South 24 39' 10" West 220.43 feet to the 15.00 foot road and utility easement described as follows;

A 15.00 foot road and utility easement beginning at the southwest corner of the above described property.

Thence South 69 25' 00" East 295.23 feet to the end of this easement along the South boundary of the above described property.

402-08-068K

Parcel 1:

A portion of the Southwest Quarter of Section 22, Township 13 North, Range 1 East of the Gila and Salt River Base Meridian, Yavapai County, Arizona, Described as follows;

Beginning Section 22, Township 13 North, Range 1 East of the Gila and Salt River Base Meridian, Yavapai County, Arizona;

Thence South 89 00' 08" East 928.59 feet to the point of beginning;

Thence South 89 00' 08" East 541.65 feet to Highway 69 right of way;

Thence along Highway 69 right of way, a curve to the left, D=0213' 53", R= 5399.58 feet, L= 210.28, chord bearing = South 22 30' 09" west, chord length= 210.27 feet;

Thence South 21 32' 17" West 102.35 feet;

Thence South 20 10' 58" West 118.01 feet;

Thence South 67 29' 51" West 419.28 feet;

Thence North 01 02' 51" West 169.06 feet;

Thence North 01 56' 32" East 249.23 feet to the point of beginning.

(Also known as lot 4)

Except all coal, oil, gas and other minerals as reserved from said land.

Parcel 2:

A 50.00 foot road and utility easement as described in instrument recorded in Book 3949 of Official records, page 178, 179 and 180, records of Yavapai County, Arizona

Excepting therefrom any portion lying within Parcel 1 above.

402-08-068L

Parcel 1:

Commencing at the West  $\frac{1}{4}$  corner of Section 22, Township 13 North, Range 1 East of the Gila and Salt River Base Meridian, Yavapai County, Arizona,

Thence South 89 00' 08" East 928.59 feet;

Thence South 01 25' 51" West 249.23 feet to the point of beginning;

Thence South 67 29' 51" East 419.28 feet;

Thence South 20 10' 58" West 214.80 feet;

Thence North 74 34' 39" West 119.15 feet;

Thence North 40 45' 31" West 26.41 feet;

Thence North 70 01' 51" East 73.12 feet;

Thence North 84 34' 59" West 117.96 feet;

Thence North 01 02' 51" East 274.33 feet to the point of beginning.

(Also known as lot 4)

Except all coal, oil, gas and other minerals as reserved from said land.

Parcel 2:

A 50.00 foot road and utility easement as described in instrument recorded in Book 3949 of Official records, page 178, records of Yavapai County, Arizona.

Parcel 3:

A 50.00 foot road and utility easement as described in instrument recorded in Book 3949 of Official records, page 179, records of Yavapai County, Arizona.

Parcel 4:

A 50.00 foot road and utility easement as described in instrument recorded in Book 3949 of Official records, page 180, records of Yavapai County, Arizona.

Excepting therefrom any portion lying within Parcel 1 above.

Parcel 5:

A 10.00 foot water line easement with the centerline described as follows:

Commencing at the Northwest corner of the above described Parcel 1:

Thence South 67 29' 51" East 56.22 feet to the true point of beginning;

Thence North 01 04' 32" West 168.83 feet to the end of this easement.

Parcel 6:

An easement for a Water Tank and Pump House described as follows:

Commencing at the Northwest corner of the above described Parcel 1:

Thence North 01 02' 51" East 249.23 feet to the Northwest corner of that parcel described in Book 3949 of Official Records, page 181 and the True Point of Beginning;

Thence South 89 00' 08" East 77.66 feet;

Thence South 05 11' 43" West 101.79 feet;

Thence North 88 03' 31" West 70.30 feet;

Thence North 01 02' 51" East 100.36 feet to the True Point of Beginning.

## **Citizen Participation Report** **Re-Zone from C3 to M1**

Town of Dewey-Humboldt Town Code Section 153-023 stipulates that the applicant shall provide a written report on the results of his or her citizen participation effort prior to the notice of public hearing. This report will be included in the information provided to the Planning and Zoning Commission by the Zoning Administrator at the public hearing on the matter.

- Details of techniques the applicant used to involve the public, included:
  - Citizen Participation Meeting noticed and held on the following date, time and location:
    - Thursday, May 23, 2019, at 1:00 p.m. at Town Hall Council Chambers at 2735 S. State Route 69 in Dewey-Humboldt.
  - Notice of the meeting was mailed to all property owners within 300 feet of the subject property, based on a list provided by the Town of Dewey-Humboldt.
  - The number of people that participated in the process at the Citizen Participation Meeting was:
    - May 23, 2019 attendance was: 1
  - The following is a summary of concerns, issues and problems expressed during the process, including:
    - There were no comments from the one attendant..

FEE
\$ 3
\$0
\$5
\$1
\$14

At the request of Cliff Branch  
when recorded mail to  
Cliff Branch  
7129 First Street, Unit 107  
Prescott Valley, AZ 86314



B-4409 P-177  
Page: 1 of 2  
WD 4027417

402-08-068E  
3692 State Rt 69

### Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

**C. W. Branch Company, L.L.C., an Arizona limited liability company**

do/does hereby convey to

**WILLANN LLC, an Arizona limited liability company**

the following real property situated in **Yavapai County, Arizona:**

**See Exhibit "A" Attached hereto and made a part hereof**

NO T.P.S. NEEDED NECESSARY  
EXEMPT FROM TAXES 11-1134 **37**

#### Deed Restrictions:

1. Improvements to the property must be of matching materials and colors.
2. The circular driveway may not be fenced or gated as it is fire access.
3. No underground storage of chemicals, fuel, or other petroleum-based products is allowed.
4. No disposal is permitted on the site, of chemicals, solvents, or petroleum-based products or any other waste that may be expected to contaminate the groundwater or soils.
5. Prohibited uses include sexually oriented businesses, alcohol sales, automobile mechanics, bottling of well water, enscreened outside storage, truck terminals catering to semi-tractor trailers and off premises signs (Billboards).
6. All onsite buildings, tanks, etc. to be constructed of non-reflective materials. Water tanks to be painted earth tones.
7. Landscaping is required with vegetation limited to drought resistant plants. No irrigation of lawns or turf is permitted.
8. Owner shall be responsible for 25% of the ongoing maintenance and monitoring costs of the fire repression system.
9. Vehicles with box signage or triangular signage on a flatbed truck/trailer is not permitted to the highway side of the west edge of the buildings.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated this **June 22, 2006**

C. W. Branch Company, L.L.C.

Cliff Branch, Manager  
TC Regular Meeting Packet



EXHIBIT "A"

LAND DESCRIPTION

Lot 1, Sw 1/4 Section 22, Township 13 North, Range 1 East,  
Gila and Salt River Meridian, Arizona

3.35 Acres more or less

LS. 24522

Beginning at the West 1/4 Corner of Section 22, T 13 N, R 1 E,  
Yavapai County, go South 89° 00' 08" East 516.46 feet. Thence South  
02° 29' 01" East 274.45 feet. Thence South 22° 26' 17" East 480.57 to  
the point of beginning;

Thence North 84° 44' 36" East 75.64 feet;

Thence South 69° 25' 00" East 398.91 feet;

Thence South 20° 10' 58" West 238.45 feet;

Thence South 21° 17' 16" West 250.52 feet;

Thence North 68° 10' 04" West 169.06 feet;

Thence North 01° 56' 32" West 262.11 feet;

Thence North 22° 26' 17" West 287.47 feet to the point of beginning.

This lot has a 50.00 foot road and utility easement along the  
south, west, and that portion of the north boundary line to allow  
the 50.00 foot access to Lot 2.



FEES
\$8
\$5
1
1

At the request of Yavapai Title Agency  
when recorded mail to  
Geoffrey Wade Barclay  
40662 Via Anapola  
Murrieta, CA 92562  
08800150-JKB

402 08-0696  
3650 S. State Rt 69

## Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

**C. W. Branch Company, L.L.C., an Arizona limited liability company**

do/does hereby convey to

**Geoffrey Wade Barclay and Judy Barclay, husband and wife, as joint tenants with right of survivorship**

the following real property situated in Yavapai County, Arizona:

**See Exhibit "A" Attached hereto and made a part hereof**

### Deed Restrictions:

1. Improvements to the property must be of matching materials and colors.
2. The circular driveway may not be fenced or gated as it is fire access.
3. No underground storage of chemicals, fuel, or other petroleum-based products is allowed.
4. No disposal is permitted on the site, of chemicals, solvents, or petroleum-based products or any other waste that may be expected to contaminate the groundwater or soils.
5. Prohibited uses include sexually oriented businesses, alcohol sales, automobile mechanics, bottling of well water, enscreened outside storage, truck terminals catering to semi-tractor trailers, and off premises signs (Billboards).
6. All onsite buildings, tanks, etc. to be constructed of non-reflective materials. Water tanks to be painted earth tones.  
Landscaping is required with vegetation limited to drought resistant plants. No irrigation of lawns or turf is permitted.
8. Owner shall be responsible for 25% of the ongoing maintenance and monitoring costs of the fire repression system.
9. Vehicles with box signage or triangular signage on a flatbed truck/trailer is not permitted to the highway side of the west edge of the buildings.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated this July 18, 2005

C. W. Branch Company, L.L.C.

C. W. Branch, Manager

October 15, 2019

Page 32 of 84



Escrow No.: 08800150

# Joint Tenancy Acceptance

THAT CERTAIN DEED dated July 18, 2005, wherein

**C.W. Branch Company, L.L.C., an Arizona limited liability company**

as Grantors, convey to

**Geoffrey Wade Barclay and Judy Barclay, husband and wife**

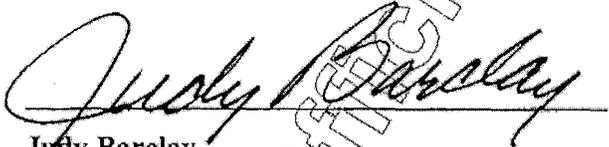
not as tenants in common and not as community property estate, but as joint tenants with right of survivorship, the property legally described as:

See Exhibit A attached hereto and made a part hereof.

is hereby accepted and approved by the undersigned grantees, therein, it being their intention to acquire said property as joint tenants with the right of survivorship, and not as community property and not as tenants in common.

Dated this July 18, 2005

  
\_\_\_\_\_  
Geoffrey Wade Barclay

  
\_\_\_\_\_  
Judy Barclay

CALIFORNIA  
STATE OF ~~ARIZONA~~  
RIVERSIDE  
County of ~~YAVAPAI~~

This instrument was willingly acknowledged before me this 19<sup>th</sup> day of July, 2005 by **Geoffrey Wade Barclay and Judy Barclay**

  
\_\_\_\_\_  
Notary Public

My commission will expire MAY 22 2009



Exhibit A

BEGINNING AT THE WEST ¼ CORNER OF SECTION 22, T 13 N, R 1 E, YAVAPAI COUNTY, GO SOUTH 89°00'08" EAST 516.46 FEET;

THENCE SOUTH 02°29'01" EAST 274.45 FEET;

THENCE SOUTH 22°26'17" EAST 480.57 FEET;

THENCE NORTH 84°44'36" EAST 75.64 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 37°56'40" EAST 229.07 FEET;

THENCE SOUTH 84°34'59" EAST 117.96 FEET;

THENCE SOUTH 70°01'51" EAST 73.12 FEET;

THENCE SOUTH 40°45'31" EAST 26.41 FEET;

THENCE SOUTH 74°34'39" EAST 119.15 FEET;

THENCE SOUTH 20°10'58" WEST 246.34 FEET;

THENCE NORTH 69°25'00" WEST 398.91 FEET TO THE POINT OF BEGINNING.

RESERVING UNTO THE GRANTORS, ITS SUCCESSORS AND ASSIGNS A 50.00 FOOT ROADWAY EASEMENT ALONG THE WEST BOUNDARY LINE.

RESERVING UNTO THE GRANTOR, ITS SUCESSORS AND ASSIGNS THE FOLLOWING EASEMENTS FOR ROAD, UTILITIES AND WATERLINE:

BEGINNING AT THE NORTH WEST CORNER OF THE ABOVE DESCRIBED PROPERTY GO SOUTH 84°34'59" EAST 62.09 FEET TO THE BEGINNING AND CENTERLINE OF A 10.00 FOOT WATERLINE EASEMENT;

THENCE SOUTH 24°39'10" WEST 220.43 FEET TO THE 15.00 FOOT ROAD AND UTILITY EASEMENT DESCRIBED AS FOLLOWS:

A 15.00 FOOT ROAD AND UTILITY EASEMENT BEGINNING AT THE SOUTH WEST CORNER OF THE ABOVE DESCRIBED PROPERTY;

THENCE SOUTH 69°25'00" EAST 295.23 FEET TO THE END OF THIS EASEMENT ALONG THE SOUTH BOUNDARY OF THE ABOVE DESCRIBED PROPERTY.

3820417 BK 4233 PG 64  
Yavapai County, Arizona  
Ana Mayman-Trujillo, Recorder  
02/11/2005 05:03P PAGE 1 OF 2  
YAVAPAI TITLE AGENCY  
RECORDING FEE 7.00  
SURCHARGE 8.00  
POSTAGE 1.00

At the request of Yavapai Title Agency  
when recorded mail to  
Brooks E. Schevers  
P. O. Box 8463546 S. Hwy 69  
Humbolt, AZ 86329

4102-09-068K

08009790--JKB

## Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

C. W. Branch Company, L.L.C., an Arizona limited liability company

do/does hereby convey to

Brooks E. Schevers and Leanne M. Schevers, husband and wife, as community property with right of survivorship

the following real property situated in Yavapai County, Arizona:

See Exhibit A attached hereto and made a part hereof.

### Deed Restrictions:

1. Improvements to the property must be of matching materials and colors.
2. The circular driveway may not be fenced or gated as it is fire access.
3. No underground storage of chemicals, fuels, or other petroleum-based products is allowed.
4. No disposal is permitted on the site, of chemicals, solvents, or petroleum-based products or any other waste that may be expected to contaminate the groundwater or soils.
5. Prohibited uses include sexually oriented businesses, alcohol sales, automobile mechanics, bottling of well water, enscreened outside storage, truck terminals catering to semi-tractor trailers and off premises signs (Billboards).
6. All onsite buildings, tanks, etc. to be constructed of non-reflective materials. Water tanks to be painted earth tones.
7. Landscaping is required with vegetation limited to drought resistant plants. No irrigation of lawns or turf is permitted.
8. Owner shall be responsible for 25% of the ongoing maintenance and monitoring costs of the fire-suppression system

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated this February 8, 2005

C. W. Branch Company, L.L.C.

  
Cliff Branch, Manager

TC Regular Meeting Packet

October 15, 2019

Page 35 of 84

08009790

## COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP ACCEPTANCE

THAT CERTAIN DEED dated February 8, 2005, wherein

**C. W. Branch Company, L.L.C., an Arizona limited liability company**

as Grantors, convey to

**Brooks E. Schevers and Leanne M. Schevers, husband and wife**

not as tenants in common and not as joint tenants, but as community property with right of survivorship, the property legally described as:

See Exhibit A attached hereto and made a part hereof.

is hereby accepted and approved by the undersigned grantees, therein, it being their intention to acquire said property as community property with the right of survivorship, and not as joint tenants and not as tenants in common.

Dated: February 8, 2005



Brooks E. Schevers



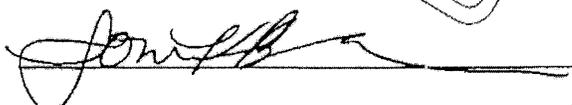
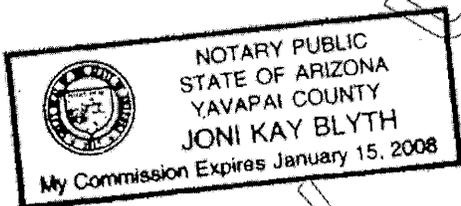
Leanne M. Schevers

STATE OF ARIZONA

County of YAVAPAI

This instrument was willingly acknowledged before me this 10 day of February, 2005 by **Brooks E. Schevers and Leanne M. Schevers**

ss



Notary Public

My commission will expire 1-15-2008

Exhibit A

Parcel 1:

A portion of the Southwest quarter of Section 22, Township 13 North, Range 1 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the West quarter corner of Section 22, Township 13 North, Range 1 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona;

Thence South 89°00'08" East, 928.59 feet to the POINT OF BEGINNING;

Thence South 89°00'08" East, 541.65 feet to Highway 69 right of way;

Thence along highway 69 right of way, a curve to the left, D= 02°13'53", R= 5399.58 feet, L= 210.28 feet, Chord Bearing= South 22°30'09" West, Chord length= 210.27 feet,

Thence South 21°32'17" West, 102.35 feet;

Thence South 20°10'58" West, 118.01 feet;

Thence North 67°29'51" West, 419.28 feet;

Thence North 01°02'51" East, 249.23 feet to the POINT OF BEGINNING.

(also known as Lot 4)

Reserving unto the grantor, its successors and assigns.

A 10 foot water line easement with the centerline described as follows:

Beginning at the South West corner of this Lot, go South 67°29'51" East, 56.22 feet to the TRUE POINT OF BEGINNING,

Thence North 01°04'32" West, 168.83 feet to the end of the 10.00 foot easement.

And a water tank and pump house easement described as follows:

Beginning at the North West corner of this Lot, go South 89°00'08" East, 77.66 feet,

Thence South 05°11'43" West, 101.79 feet;

Thence North 88°03'31" West, 70.30 feet, Thence North 01°02'51" East, 100.36 feet to the POINT OF BEGINNING.

EXCEPT all coal, oil, gas and other minerals as reserved from said land.

Parcel 2:

A 50.00 foot roadway and utility easement as described in instrument recorded in Book 3949 of Official Records, Page 178, 179, and 180, records of Yavapai County, Arizona.

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## COUNCIL COMMUNICATION

Regular Council Meeting Date: **October 15, 2019**

Agenda Item: **9.B.**

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**Submitted by:** Edward L. Hanks, Jr., Town Manager

**Subject:**

Town Council discussion, possible direction to staff, and possible action to adopt Ordinance No. 19-148, amending the Dewey-Humboldt Code of Ordinances, § 30.109, to allow public comment at all types of public meetings.

**Background:**

At the September 17, 2019, Council Meeting, Council directed the Town Attorney to draft an ordinance amending Code § 30.109 to allow for public comment during Study Sessions and public meetings. The ordinance was presented to Council at the October 8, 2019 Study Session and is being brought back tonight for Council's consideration.

The attached ordinance would amend the Town Code, Section 30.109(E)(6) to clarify that public comment is allowed during all types of Council Meetings and on all items, without motion of any Councilmember, except for items that are designated as Executive Session on the agenda. In addition, Section 30.109(E)(1) would be amended to clarify that the presiding officer will ask for other Council questions or concerns, rather than polling members.

Should Council adopt the ordinance, the ordinance will go into effect 30 days after adoption.

**Financial Impact:**

Standard costs associated with ordinance adoption include:

- Printing costs to post the ordinance (minimal);
- Publication costs to publish the ordinance in a newspaper of general circulation; and,
- Costs for the third-party codifier to codify the changes into the online Town Code.

**Direction Requested:**

Staff is seeking Council direction on the ordinance.

**Suggested Motion:**

**For:** I move to approve Ordinance No. 19-148 as written.

**Against:** I move to deny Ordinance No. 19-148.

**Attachments:**

Ordinance No. 19-148

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

## **ORDINANCE 19-148**

### **AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, COUNTY OF YAVAPAI, ARIZONA, AMENDING THE TOWN OF DEWEY-HUMBOLDT, ARIZONA CODE OF ORDINANCES, TITLE III ADMINISTRATION, CHAPTER 30 TOWN COUNCIL AND OFFICIALS, BY AMENDING § 30.109 PROTOCOL AT MEETINGS TO ALLOW PUBLIC COMMENT AT ALL TYPES OF PUBLIC MEETINGS.**

**Whereas**, the Town of Dewey-Humboldt Town Council desires to allow public comments without motion from council members and believes it to be in the best interest of the Town and its residents to do so.

**Now, Therefore**, Be it ordained by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, that the Town of Dewey Humboldt Code of Ordinances, Title III Administration, Chapter 30 Town Council and Officials, Section 30-109 -Protocol at Meetings, is hereby amended to read as follows (*additions in underlined upper case text, deletions in strike out text*):

#### **30.109 PROTOCOL AT MEETINGS.**

**(A) Preamble.** Members of the Town Council are elected to represent their voting constituents and the citizens of Dewey -Humboldt. As such, each member of Council has the right to express his or her representation without being assailed in regard to that representation or in regards to their own personal political affiliations, religious preference, marital status, sexual orientation. Further, members of Council shall not be the subject of retribution from the Chair in any manner or form or in a manner of retribution for holding their view in all matters that come before Council. In addition, the right of a member to address the City Council on a question of personal privilege shall be limited to cases in which the member's integrity, character, or motives are assailed, questioned or impugned.

**(B) Basic rules of order.** Meetings will be conducted in accordance with the latest edition of *Robert's Rules of Order (Robert's Rules)*, with the following exceptions and changes:

(1) In case of conflict between *Robert's Rules* and the constitution or laws of the State of Arizona, the state law will prevail.

(2) In case of conflict between *Robert's Rules* and the Dewey-Humboldt code of ordinances, the code of ordinances shall prevail.

**(C) Procedures in general.**

(1) The presiding officer at any meeting shall rule on any point of order raised by a Councilmember. Only Councilmembers may raise points of order. The presiding officer shall request advice from other members of the body or an appointed parliamentarian before making a ruling. However, any member may, on

a point of order, call for a vote on the ruling and specify an alternative ruling. A vote shall then be called on the point of order and, if a majority of members vote in favor of the proposed alternative ruling, the presiding officer shall defer to the opinion of the majority of the members for that meeting of the body. Otherwise the presiding officer's ruling shall stand. The presiding officer may impose reasonable limits to the time allotted for each member to speak during the discussion phase of the proceedings, but if additional time is requested by the member, the presiding officer shall ask for a vote to extend additional time, and if a majority of members agree, the time shall be granted.

(2) The presiding officer shall not use his position as Chair of the meeting to debate other Councilmembers in a condescending manner and shall avoid questioning the motives of others or using indecorous language.

**(D)** *Meeting operational procedures.*

(1) A Councilmember desiring to speak shall address the presiding officer and, upon recognition, shall confine his or her comments to the agenda item, avoid discussion of personalities and indecorous language and refrain from personal attacks and verbal abuse.

(2) A Councilmember or the presiding officer who desires to ask a question of staff shall address the question to the Town Manager who shall address the question or may designate another staff member to address the question. Councilmembers shall not berate or admonish staff members or the Town Manager.

(3) A Councilmember who has been recognized and given the floor, shall not be interrupted while speaking unless called to order by the presiding officer; a point of order is raised by another member; or the speaker chooses to yield the floor. If a Councilmember is called to order, that member shall immediately cease speaking until the question of order is settled by a vote of Council. If ruled to be in order, the member shall be permitted to proceed. If ruled out of order, the member shall remain silent or may make additional remarks only in compliance with Council rules.

(4) The Mayor and Councilmembers shall comply with the Arizona open meeting law and confine their questions, comments and discussions to the agenda item under consideration by Council.

(5) The Mayor and every Councilmember have a duty to vote and shall vote on all matters except a matter involving his or her own official conduct or where he or she declares a conflict of interest, whether actual or apparent. A Councilmember who declares a conflict of interest shall leave the dais, not participate in the discussion, and refrain from influencing the votes of the remaining Councilmembers. A failure to vote or a voluntary abstention shall count as an "aye" vote unless the Councilmember has declared a conflict of interest.

(6) All motions require a second to be considered by Council. The Councilmember seconding a motion is not required to vote or speak in favor of the motion. If there is no second, the motion fails for lack of a second.

(7) Except as provided in division (D)(9), a Councilmember may change his or her opinion or vote at any time up and until the vote is taken and the final result is announced.

(8) At the request of any Councilmember, a roll call vote shall be taken. Councilmembers shall not explain their vote during the roll call but shall respond either yea or nay to the question.

(9) After a decision on a motion, any Councilmember who voted with the majority may move to reconsider the item during the same meeting at which the decision being reconsidered was made. Once a motion to reconsider has been approved by majority vote, the original motion may again be discussed. After discussion, a revote on the original motion is taken. No more than one reconsideration of an item shall be permitted without unanimous consent of the Council.

(10) During a meeting, the Mayor or a Councilmember may propose a short intermission or recess by moving to recess for a specified length of time. A motion to recess may be made while business is pending; shall not interrupt a speaker; must be seconded; is not debatable; can only be amended to change the length of the recess; cannot be reconsidered; and requires a majority vote for approval. The length of time for the recess shall not detract from finishing the meeting agenda within the limits set forth in § 30.107.

(11) An act or motion to suspend the Council rules requires a majority vote of the Council for approval and shall not be made while another motion is pending unless it directly applies to the pending motion.

(E) Understanding Council's intent to receive public comments prior to voting on any matter on which Council will make a decision, the presiding officer shall allow public comments on all such matters subject to the following:

(1) Prior to receiving public comments on an item, the presiding officer shall ~~poll Council to~~ ensure Council's questions and concerns have been addressed BY ASKING IF THERE ARE OTHER COUNCIL QUESTIONS OR CONCERNS.

(2) No individual member of the public shall comment more than once on any item.

(3) Comments shall be limited to three minutes per person per item.

(4) Without consent from a majority of Councilmembers, the public comment period for each item shall be no more than 15 minutes.

(5) No public comments are permitted on executive session items.

(6) ~~No~~ Public comments are permitted during ALL TYPES OF Council

~~study or work sessions~~ **WITHOUT MOTION OF ANY COUNCILMEMBERS ON ALL ITEMS EXCEPT EXECUTIVE SESSION ITEMS** ~~unless the item is agendaized for formal action by Council or unless a Councilmember requests an exception be made and said exception is approved by a majority of the Council.~~

**(F) Changes to the rules of order.** Additional exceptions to *Robert's Rules* may be incorporated into the Town Council's rules and procedures at any time by formally amending this chapter, provided they are consistent with the laws of the State of Arizona. Amendments to any motion may be made according to the basic *Robert's Rules*.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, this \_\_ day of October, 2019, by the following vote:

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

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

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

APPROVED this \_ day of October, 2019.

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

ATTEST:

\_\_\_\_\_  
Timothy A. Mattix, Town Clerk

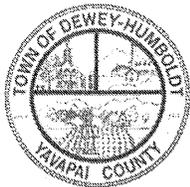
APPROVED AS TO FORM:

\_\_\_\_\_  
Bigelow Law Offices, PLC, Town Attorney  
By Kay Bigelow

I, TIMOTHY A. MATTIX, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 19-148 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019, WAS POSTED IN THREE PLACES ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Timothy A. Mattix, Town Clerk

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

**RECEIVED**

**OCT 3 2019**

**Dewey-Humboldt**

**COUNCIL AGENDA ACTION REQUEST FORM**

Meeting Type:  Regular     Special     Work Session

Meeting Date: Oct 15, 2019

Date of Request: Oct 13, 2019

Type of Action:  Routine/Consent     Regular

Requesting:  Action     Report Only

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

*Request to town attorney to REVIEW code 153.051, Overlay zones and discuss with attorney if this is in compliance with state statutes. Also is this the correct method of initiating "infill" zoning.*

Purpose and Background Information (Detail of requested action).

*Many of our downtown Humboldt commercial lots are very small and I believe the existing codes on commercial development make it hard to use those lots. I want to explore infill zoning as a way to "rejuvenate" our downtown.*

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

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

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

Type of Presentation: Oral

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

Contact Person: Lynn Collins

**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.**

Print

## Dewey-Humboldt, AZ Code of Ordinances

### § 153.051 OVERLAY ZONES.

(A) *Introduction.* The following section shall be known and cited as the "Town of Dewey-Humboldt Overlay Zone Ordinance," and shall be incorporated by reference into the Zoning Regulations of the town, providing the enabling ordinance for the creation of zones which are to be "overlaid" or superimposed on the general provisions and the use districts for the purposes specified herein.

#### (B) *Design Review Overlay ("DRO") Zones.*

(1) *Purpose.* A Design Review Overlay (DRO) Zone enables the establishment of additional design and development-related requirements or guidelines which would overlay or be superimposed upon the regulations for the existing zoning districts and general provisions applicable to a specific geographic area. The creation and administration of a specific geographic area DRO zone is authorized for the purpose of enriching the lives of the population residing, working and visiting in the area by promoting harmonious, safe, attractive, desirable and compatible growth and development of the area. Each DRO zone is thus intended to improve the public health, safety and welfare by pursuing objectives, including but not limited to the following:

- (a) To ensure that the design and construction of all developments and structures within the DRO zone support or enhance the community character or value of the area within the zone;
- (b) To ensure that all structures and developments within the DRO zone conform with the aesthetic character of their surroundings by properly relating to their site or sites;
- (c) To ensure that the design and development of all structures, projects, roads, plantings, drainage ways and service facilities within the DRO zone protect and enhance the environmental qualities such as air, water, natural vegetation, scenic vistas and topography;
- (d) To ensure the proper provision for design for proposed open spaces, parking areas, landscaping, signing and screening of noncompatible uses;
- (e) To ensure the protection and enhancement of economic values, natural attractiveness, personal health and safety, and desirable relationships with the surrounding community; and
- (f) To ensure compliance with other requirements of this chapter, the Town General Plan and any specific area plans relating to the DRO zone.

#### (2) *Scope.*

- (a) A DRO zone may be created to apply to the design and construction of any structure within the geographic boundaries of the zone, which requires a building permit (including sign permit) within the scope and jurisdiction of the Town Planning and Zoning Ordinance. A DRO zone may also be created to apply to the design and development of nonstructural features which do not in and of themselves require a building permit, but which pertain to the purposes of the DRO zone and the Planning and Zoning Ordinance.
- (b) A DRO zone may be created to apply to any or all use districts within its zone and to any or all uses within the use district, including but not limited to the following: single family residential, multi-family residential, recreational, commercial, industrial and semi-public uses.
- (c) A DRO zone may establish guidelines or requirements in addition to the general provisions and use districts on which it is overlaid. Design guidelines or requirements for a DRO

zone may include, but are not limited to architectural style, landscaping, façades and theme treatments, historic preservation considerations; building colors and materials, scenic areas, public facilities and utilities.

(d) The content of the design guidelines and requirements (along with other particulars herein described) shall be determined by the owners of private property within the area proposed for a DRO zone.

(e) A DRO zone shall include private properties owned by a minimum of three separate owners of record of three separate properties and shall have a minimum size of 20 contiguous acres or shall contain a minimum of 20 legal lots or parcels.

(f) The geographic area of a DRO zone shall fall entirely within the incorporated area of the town and shall constitute one contiguous area.

(g) A DRO zone shall not geographically overlap any other DRO zone, nor shall there be permitted any "islands" of non-DRO area completely surrounded by a DRO zone. However, a DRO zone may be surrounded by a subsequent DRO zone.

(h) Public land may be included in the area of a DRO zone; however, the DRO provisions shall not apply to the design, construction or development of publicly owned and operated facilities. Public agencies are encouraged to voluntarily comply with the guidelines of the DRO zone within which they are developing. Whenever public land is included in the geographic area of a DRO zone, signatures representing public land shall not be counted nor shall the acreage of the public land be included in any calculations of required area. However, wherever public land is included in a DRO zone, and the public land forms the perimeter of the DRO zone, the private land outside the DRO zone within 300 feet of the perimeter shall be included for purposes of the "external petitions" required in division (B)(4)(d) below. Whenever public land included in a DRO zone is used for private purposes and/or whenever such land comes into private ownership, the guidelines and requirements of the DRO zone shall become applicable.

### (3) *Nomination process.*

(a) *Nomination.* Any group of three or more separate owners of record of three separate properties within the town may delineate an area containing their properties (and perhaps others) and nominate that area for a possible DRO zone. Nomination of a DRO zone shall be by letter to the Planning and Zoning Commission describing the geographic extent and proposed content of the DRO zone, together with signatures of supporting property owners as well as any local community groups wishing to express support of the DRO zone.

(b) *Staff consultation.* Upon receipt of the nomination letter, the Zoning Administrator shall arrange and hold a consultation with one or more representatives of the nominating group to discuss the procedure, regulations, plans, fees and other matters relating to the creation and administration of a DRO zone. When the Zoning Administrator is satisfied as to the state of preparation of the nominating group, the Zoning Administrator shall recommend to the Planning and Zoning Commission that the nomination for a DRO zone be discussed in a public hearing.

(c) *Public discussion.* The members of the Planning and Zoning Commission shall form a hearing committee and hold a public hearing within (or as near as practicable to) the proposed DRO zone area after due public notice, publication and posting within the area. The minimum hearing fee shall be paid by the nominating group for the application for public discussion.

(d) *Invitation to apply.* After discussion, the Planning and Zoning Commission may invite the nominating group to develop and submit a formal DRO zone application. No more than one DRO nomination will be accepted for formal application for any one area (i.e., no duplication or overlaps) at any one time. If several DRO zone applications are known to be in preparation for the same or adjacent general areas, the Planning and Zoning Commission may delay one or

more applications to foster integration, consistency, compatibility or feasibility for the welfare of the larger community.

(4) *Application process.*

(a) *Preparation.* The nominating group shall prepare a full DRO zone application meeting the content requirements below. Upon completion, the nominating group shall submit the application to the Zoning Administrator for an advisory review of content and completeness.

(b) *Filing.* When advised of the completeness of the application, the nominating group shall file the application, along with an application fee, with the Zoning Administrator. Additional copies of the application shall be placed at points of local availability for review by local property owners in such locations as may be approved by the Zoning Administrator. Any change in the geographic area, content or other material change in the proposed DRO zone shall constitute a new application and shall require a complete new recording or an amendment to the original master form stating the specific portion or portions to be changed or deleted by reference to page and paragraph.

(c) *Owners of record.* The nominating group shall prepare and submit a certified list of the names, addresses, County Assessor's parcel numbers, and acreage of parcels of every owner of record of every parcel (as of the date of recording of the draft DRO zone) within the proposed DRO zone. The nominating group shall pay the cost (if any) of copying and/or computer services necessary to produce and certify this list.

(d) *Support petitions from within the DRO zone.* Within 12 months of the date of recording of the filed application, the nominating group shall obtain and submit to the Zoning Administrator the signatures, indicating support, of 57% by area and by number of the owners of record of properties within the defined DRO zone, on a petition which specifies the geographic area and the content of the DRO zone together with a citation of the recording of the full formal application.

(e) *Certified list.* The nominating group shall also prepare and submit a certified list of the names, addresses and County Assessor's parcel numbers of every owner of record of every parcel (as of the date or recording of the draft DRO zone) within 300 feet of the perimeter of the proposed DRO zone.

(f) *Time limit.* Failure to obtain the required percentage of valid signatures for the internal area of the DRO within 12 months of the recording of the application shall constitute a failure of the application. New updated application together with new petition signatures shall be required to proceed after a failed application.

(5) *Application content requirements.* The filed application shall include the following minimum information:

(a) A proposed name for the DRO zone;

(b) A reproducible map showing the proposed geographic coverage of the DRO zone;

(c) A letter from the Planning and Zoning Commission staff attesting to the completeness of the application;

(d) A cover letter generally describing the area, purpose and content of the DRO zone signed by a representative of the nominating group;

(e) A list of the names and addresses of the nominating group;

(f) The name, address and telephone number of one or more persons willing to serve as a speaker and source of public information concerning the DRO zone nomination;

(g) A legal description specifying the outer boundaries of the proposed geographic area of the DRO zone;

(h) A citation of the portions of the Town of Dewey-Humboldt General Plan and any area plans which relate to the geographic scope of the proposed DRO zone;

(i) A citation of the zoning maps (by Assessor's parcel map system number) for all areas covered by and within 300 feet of the perimeter of the DRO zone;

(j) The proposed development scope or content proposed to be regulated by guidelines or requirements within the DRO zone;

(k) A detailed sample of the proposed criteria list, charts, guidelines or other specifications to be provided to each applicant requesting review and the standards against which each application will be reviewed;

(l) A schedule of proposed application review fees to be charged for local design review overlay applicants, if any; and

(m) All other information which the Planning and Zoning Commission, serving as the DRO Commissioner, Zoning Administrator, or Town Council may deem necessary.

(6) *DRO zone adoption process.*

(a) *Certification.* Upon receipt of the lists of owners of record and the petitions containing the required signatures on both the internal approval and external consent petitions together with such hearing fees as may be adopted, the Zoning Administrator shall certify the validity of the signatures on both petitions.

(b) *Area hearings.* Upon certification of the petitions, the Planning and Zoning Commission shall appoint a committee from among its members to hold at least one public hearing within the area of the proposed DRO zone. The hearing committee of the Planning and Zoning Commission shall report to the full Planning and Zoning Commission its recommendation as to the readiness of the DRO zone for full public hearings. The Planning and Zoning Commission may move to direct the hearing committee to hold additional hearings in the area as may be necessary to ensure adequate public information.

(c) *Planning and Zoning Commission hearings.*

1. All hearings by the Planning and Zoning Commission and Town Council shall follow procedural requirements of the A.R.S. and the Planning and Zoning Ordinance of the town. After the area public hearings, the Planning and Zoning Commission shall then advertise and hold a public hearing in a regular Planning and Zoning Commission meeting and formulate a recommendation to the Town Council as to the general advisability and particulars of the proposed DRO zone.

2. *Town Council hearings.* Subsequently, the Town Council shall hold a public hearing to consider the adoption of the DRO zone as proposed and/or amended. The Town Council shall hear the DRO application as recorded together with the Planning and Zoning Commission's recommendations and public input. At the first Town Council hearing, the Council may only approve or deny the DRO application as recorded or move to hold in abeyance or move to amend and re-hear (with re-advertisement calling attention to the content of the proposed amendment(s)). At the second and subsequent Town Council public hearings, the Council may approve duly advertised amendments.

(7) *Amendments to the DRO Zone.*

(a) *Amendment.* After adoption, any amendment to a DRO Zone which in the determination of the Zoning Administrator materially alters the area coverage and/or the content

of the design guidelines or requirements or their applicability shall follow the same procedural and content requirements specified for the original nomination, application and adoption of a DRO zone.

(b) *Recision.* The recision of a DRO zone shall follow the same procedure and requirements as any amendment, except as provided below for abandonment.

(c) *Abandonment.* A DRO zone may be abandoned upon the initiation of the Planning and Zoning Commission according to the following procedures:

1. The Planning and Zoning Commission in discussion moves to initiate a public hearing to consider a finding of fact.

2. The Planning and Zoning Commission, in public hearing, adopts a finding of fact of extraordinary circumstances (including but not limited to substantial unworkability of the DRO zone; de facto abandonment of the DRO zone by the property owners; nonfeasance, misfeasance and/or malfeasance by the DRO Commission; impending public turmoil or other threat to the public welfare) and upon the basis of such finding initiate a second public hearing to consider the abandonment of the DRO zone.

3. The Planning and Zoning Commission, in public hearing, adopts a recommendation to the Town Council to abandon the DRO zone.

4. The Town Council, in public hearing:

a. Concurs in the finding of fact of extraordinary circumstances; and

b. Adopts the Planning and Zoning Commission recommendation to abandon the DRO zone.

(8) *DRO Commission.* The Planning and Zoning Commission shall serve as the DRO (Local DRO Zone Review) Commission.

(9) *Implementation.*

(a) A DRO zone shall be created and its guidelines and requirements shall become effective 30 days after its adoption as a zone by the Town Council. The adopted DRO zone and its contents and geographic scope shall be on file in the office of the Zoning Administrator. Each DRO zone shall be numbered and its geographic scope depicted on the official zoning maps of the town in the office of the Zoning Administrator.

(b) Upon adoption and after the effective date of a DRO zone, any person intending to construct any structure within the jurisdiction of the Town Planning and Zoning Ordinance, before applying for a building permit from the Zoning Administrator, shall first submit an application to the DRO Commission, who shall schedule and hold a review in public hearing.

(c) The Zoning Administrator shall withhold the issuance of the building permit in a DRO zone for a period sufficient to permit adequate public notice, the holding of hearing by the DRO Commission and a ten-working day response period following the decision of the DRO Commission.

(d) The DRO Commission shall forward its recommendation to the Zoning Administrator. Giving due consideration to the recommendation of the DRO Commission, the Zoning Administrator or Building Official shall issue or withhold the requested building permit, notifying both the applicant and the DRO Commission. The withholding of a building permit on grounds relating to the recommendation of the DRO Review Commission shall be in the form of a letter to the applicant and to the DRO Commission citing the reasons for the refusal.

(10) *Appeals.* Any applicant for a building permit who is refused a building permit on grounds relating to the recommendation of the DRO Commission, or the DRO Commission itself, or any affected party, including any owner of property within the DRO zone, may appeal the decision of the Zoning Administrator to the Board of Adjustments. The appeal must be made within 30 days of the issuance of the building permit or its refusal, pursuant to § 153.021.

(11) *Compliance.* The failure to construct any structure within the DRO zone in a manner consistent with the content of the building permit and the application as approved by the DRO Commission shall constitute a violation of the Planning and Zoning Ordinance. Citation of a violation of the DRO zone requirements and guidelines shall be initiated by either the Zoning Administrator or by a signed complaint from the DRO Commission adopted and forwarded to the Zoning Administrator.

(12) *Authority.* The Town Council hereby authorizes the creation and administration of Design Review Overlay Zones adopted consistent with this enabling section and the Town Planning and Zoning Ordinance of which this is a part.

(Ord. § 470, passed 9-4-2008)

9-499.10. Infill incentive districts

A. The governing body of a city or town may designate an infill incentive district in an area in the city or town that meets at least three of the following requirements:

1. There is a large number of vacant older or dilapidated buildings or structures.
2. There is a large number of vacant or underused parcels of property, obsolete or inappropriate lot or parcel sizes or environmentally contaminated sites.
3. There is a large number of buildings or other places where nuisances exist or occur.
4. There is an absence of development and investment activity compared to other areas in the city or town.
5. There is a high occurrence of crime.
6. There is a continuing decline in population.

B. If the governing body establishes an infill incentive district, it shall adopt an infill incentive plan to encourage redevelopment in the district. The plan may include:

1. Expedited zoning or rezoning procedures.
2. Expedited processing of plans and proposals.
3. Waivers of municipal fees for development activities as long as the waivers are not funded by other development fees.
4. Relief from development standards.



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OCT 4 2019

Dewey Humboldt

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type:  Regular  Special  Work Session

Meeting Date: OCTOBER 15, 2019

Date of Request: OCTOBER 4, 2019

Requesting:  Action  Discussion or Report Only

Type of Action:  Routine/Consent Agenda  Regular

Agenda Item Text (a brief description for placement on the agenda; please be exact as this will be the wording used for the agenda):

WHAT IS THE STATUS OF THE REVISED CODE ENFORCEMENT COMPLAINT FORM AND PROCESS

Purpose and Background Information (Detail of requested action).

COUNCIL APPROVED CHANGES TO THE PROCESS AND REVISION OF THE CODE ENFORCEMENT COMPLAINT FORM AND PROCESS WHERE IS IT NOW?

Staff Recommendation(s):

Budgeted Amount: 0

List All Attachments: NONE

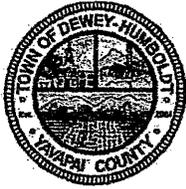
Type of Presentation: ORAL

Special Equipment needed:  Laptop  Remote Microphone  
 Overhead Projector  Other: N/A

Contact Person: Karen Brooks

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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OCT 4 2019

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**COUNCIL AGENDA ACTION REQUEST FORM**

Meeting Type:  Regular  Special  Work Session

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Requesting:  Action  Discussion or Report Only

Type of Action:  Routine/Consent Agenda  Regular

Agenda Item Text (a brief description for placement on the agenda; please be exact as this will be the wording used for the agenda):

WHAT IS THE STATUS AND WHERE ARE WE ON ADOPTING THE NEW CODE FOR METAL STORAGE CONTAINERS

Purpose and Background Information (Detail of requested action).

THIS WAS SENT TO PTZ AND WAS APPROVED WHERE IS THE CODE NOW

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

Budgeted Amount: 0

List All Attachments: NONE

Type of Presentation: ORAL

Special Equipment needed:  Laptop  Remote Microphone

Overhead Projector  Other: N/A

Contact Person: Karen Brooks

**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.**



# MEMORANDUM

Regular Council Meeting Date: **October 15, 2019**  
Agenda Item: **9.E.**

**Submitted by:** Edward L. Hanks, Jr., Town Manager

**Subject:**

Background information: status of amending the Dewey-Humboldt Code of Ordinances relating to the regulation of steel cargo containers.

**Background:**

At the May 21, 2019, Council Meeting, Victor Hambrick, Chair of the Planning and Zoning Advisory Commission (P&Z), presented P&Z's recommended Code amendments for steel storage containers.

On May 21, Council discussed various items related to the proposed amendments. Items discussed include:

- Setback requirements;
- Storage containers being mobile or more permanent in nature;
- Enforceability;
- Requirements for site-built only areas;
- Whether there will be permit fees or if the zoning clearance process could be used;
- Requirement for painting containers;
- There not being size restrictions specific to containers;
- Status of the Ordinance Revision Evaluation Sheet.

At the conclusion of the discussion, the Town Attorney inquired as to whether there was direction to prepare an ordinance; an option could be to put it in ordinance form, with Council continuing to get public comment as the ordinance went through the process.

A motion was made to establish a basic ordinance for Council to review and discuss again. Council then discussed the Ordinance Revision Evaluation Sheet and getting copies of it.

The motion (to establish a basic ordinance for review/discussion) was not seconded and no vote was taken – Council moved to the next item on the agenda.

**Attachments:**

P&Z recommendation dated May 16, 2019

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October 15, 2019  
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# Staff Report

## Planning and Zoning Advisory Commission Meeting

### April 4, 2019

**Date:** May 16, 2019  
**To:** Town Council  
**From:** Planning and Zoning Advisory Commission  
**Agenda Item – 8.C.** Discussion on amending outside storage 153.086 (13) (a) to (g) *Steel Cargo Containers*

---

#### BACKGROUND:

On February 19, 2019, the Town Council had on its Agenda, the following item:

***E. Discuss amending outside storage 153.086 (13) (a) to (g) Steel Cargo Containers, discuss as a possible emergency measure, allow on 25,000 s/f lot (CAARF – CM Collins)***

At the conclusion of their discussion, the Council voted unanimously to direct further consideration of possible amendments to Town Code Section 153.086.13 to the Planning and Zoning Advisory Commission (P&Z).

Section 153.086.13 reads as follows:

§ 153.086 OUTSIDE STORAGE.

(13) *The outside storage of steel storage containers is allowed as an accessory use, solely for the storage of personal items owned by the property owner, occupant or business (in appropriate commercially designated areas in the RMM or less restrictive use districts provided as follows:*

- (a) *An approval letter from the Zoning Administrator is obtained prior to placement of the unit.*
- (b) *Containers shall meet the minimum yard requirements of the primary structure in the applicable density district as well as building separation and lot coverage requirements.*
- (c) *All containers shall be painted and maintained either the primary structure color or an earth tone consistent with the surrounding terrain prior to placement.*
- (d) *Any electrical service to comply with applicable adopted building codes and other town codes.*
- (e) *No residential unit to exceed eight feet by 20 feet.*
- (f) *Minimum residential use parcel size is two acres.*
- (g) *Only one unit per residential parcel.*
- (h) *Any unit not able to meet the foregoing performance criteria will require a use permit prior to permitting and installation. Temporary uses of such containers (up to two years) can be administratively approved in conjunction with approved construction/remodeling projects.*

The issues conveyed to the P&Z by the Council were:

- The restriction on steel storage containers as accessory uses, to properties of 2 acres or greater.
- The restriction on steel storage containers as accessory uses to one per residential property.
- The requirement that steel storage containers, as accessory uses be subject to setbacks in effect for the underlying zoning district.

An issue not addressed by the Council, but that was taken up by the P&Z is the limitation of steel storage containers as accessory uses only in the RMM and less restrictive zoning districts. The more restrictive R1L zoning districts, which make up approximately 50% of the Town, are by virtue of this requirement, not eligible for the siting of steel storage containers as accessory uses.

**P&Z RECOMMENDATION:**

The Commission, at its April 4, 2019 Regular Meeting, discussed at length the direction from Council, and voted to direct Staff to report the following recommendations from the P&Z:

1. Delete 153.086(13) (e), (f) and (g) in their entirety.
2. Amend 153.036(B)(7) to add the a new section (k) to the list of permitted accessory uses to read:  
*“Steel storage containers to meet the minimum requirements as provided under § 153.086.”*





**Section 12.01 Purpose**

**A. C-O. Commercial Office Zoning District:** The principal purpose of this zoning district is to provide for well-designed and attractive business and professional office facilities on sites in appropriate locations. This zoning district would constitute a transition between other commercial land uses and residential neighborhoods. Principal uses in this zoning district include professional, semi-professional, and business office uses.

**B. C-C. Common Commercial Zoning District:** The Common Commercial Zoning District is a zoning district established where existing plats that have existing common parking lot schemes developed and can provide for modest commercial enterprises to serve a surrounding residential neighborhood, as well as to provide for services to the community which are not detrimental to the integrity of the surrounding residential neighborhood, and to provide for the appropriate location of professional offices throughout the community. The intent of this district is to integrate limited commercial activity and professional offices on the small lot and common parking lot scheme with residential land uses in a climate favorable to both. Particular attention is to be paid to the interface between commercial or professional uses and the residential uses within the same neighborhood.

**C. C-1. Neighborhood Commercial and Professional Zoning District:** The Neighborhood Commercial and Professional District is established to provide a location for modest, well-designed commercial enterprises to serve a surrounding residential neighborhood, as well as to provide for services to the community, which is not detrimental to the integrity of the surrounding residential neighborhood, and to provide for the appropriate location of professional offices throughout the community. The intent of this district is to integrate limited commercial activity and professional offices with residential land uses in a climate favorable to both. Particular attention is to be paid to the interface between commercial or professional uses and the residential uses within the same neighborhood.



and limited in scale. The C-1 Districts should generally be restricted to the intersection of major arterial streets while providing one-mile separation from other non-adjacent commercial districts. The regulations and development standards are designed to preserve adjacent residential amenities and to prohibit encroachment by more intensive commercial uses.

C. Planned Neighborhood Commercial District (PC-1)

The PC-1 District is intended to accommodate small-scale retail and service establishments that provide the incidental daily necessities for the local residential areas. This district allows for planned neighborhood shopping centers typically having a principal tenant (i.e. supermarket) and an accompanying trade area generally limited to adjacent neighborhoods. It is further intended that PC-1 Districts be restricted to the intersection of selected arterial streets while generally providing one-mile separation from other non-adjacent commercial districts. The regulations and development standards are designed to preserve adjacent residential amenities and to prohibit encroachment by more intensive commercial uses.

D. Planned Community Commercial District (PC-2)

The PC-2 District is intended to accommodate large-scale planned commercial complexes providing comparison shopping goods and services to a community wide and regional trade area. It is further intended that such commercial centers shall be planned, developed and managed as integrated complexes under unified or condominium ownership.

E. Intermediate Commercial District (C-2)

The C-2 District is intended to provide a shopping center for the sale of convenience goods and personal services. In order to prevent the establishment of undesirable "strip" commercial development, it is intended that each development be contiguous and limited in scale. The C-2 districts should generally be restricted to the intersection of major arterial streets while providing one-mile separation from other non-adjacent commercial districts. The regulations and development standards are designed to preserve adjacent residential amenities and to prohibit encroachment by more intensive commercial uses.

F. Central Commercial District (C-3)

The C-3 District is intended to accommodate retail and service establishments in the original plat of Peoria, what is now called the 'Old Town' area. While the C-3 District is intended for buildings to be grouped together in compact arrangements in order to provide maximum shopping convenience and efficient use of off-street parking, the development standards contained herein recognize the existing characteristics of individually owned, small-lot business establishments. The regulations and development standards are designed to preserve adjacent residential amenities and to prohibit encroachment by more intensive commercial uses.

G. General Commercial District (C-4)

The C-4 District is intended to facilitate a wide range of retail, office, service establishments, and other uses not suitable to be located adjacent to residential zones but necessary to accommodate the larger community. This district is particularly suitable along Grand Avenue and Bell Road \*2 where uses are primarily related to auto-borne clientele and by nature, create a high degree of turning movement.

H. Regional Commercial District (C-5)

The C-5 District is intended to accommodate large-scale commercial establishments or developments that provide goods and services to a community-wide and regional trade area. These districts are typically located along major arterials (typically 110' of right-of-way) or other regional transportation corridors.

ARTICLE XII. - C-1—NEIGHBORHOOD COMMERCIAL DISTRICT

Chandler

35-1200. - Purpose.

The uses permitted in this district are intended primarily to serve the needs of the surrounding residential neighborhood by providing goods and services that are day-to-day needs generally classed by merchants as "convenience goods and services." Businesses which tend to be a nuisance to the immediately surrounding residential area are excluded even though the goods and services offered might be in the convenience classification.

(Ord. No. 3063, § 3, 11-18-99)

35-1201. - Uses permitted.

All uses are subject to approval of a site development plan in accordance with Article XIX of this Code. Any use or a similar use indicated by an "X" under the C-1 District on the "Table of Permitted Uses for Commercial and Industrial Areas [Nonresidential District," Article XXI] shall be permitted.

(Ord. No. 3063, § 3, 11-18-99)

35-1202. - Uses permitted by use permit.

Any use or similar use indicated by "UP" under this district's column on the "Table of Permitted Uses for Nonresidential Districts" [Article XXI] or any other use the City Council determines is compatible and in the best interest of the community may be permitted by a use permit.

(Ord. No. 3063, § 3, 11-18-99)

35-1203. - Height and area regulations.

(1) *Height Regulations:* No building shall exceed thirty (30) feet in height or twenty (20) feet adjacent to residential uses. At the thirty-foot building setback line, a building may exceed such height provided that at no point it projects above a line sloping inward and upward at a forty-five-degree angle at the required height and setback line to a maximum height of forty-five (45) feet.

## Article 2.3 Commercial Districts

---

### Sections

- 2.301 Purposes
- 2.302 Commercial Districts
- 2.303 Land Use Regulations
- 2.304 Site Development Regulations
- 2.305 Additional Development Regulations
- 2.306 Additional Use Regulations

*gilbert*

### 2.301 Purposes

The purposes of commercial districts established in this article are to:

- A. Provide for a range of commercial uses at appropriate scales and locations;
- B. Encourage quality and variety in building and landscape design;
- C. Ensure land use compatibility with residential and other adjacent uses; and
- D. Provide for limited mixed commercial and residential uses.

### 2.302 Commercial Districts

The commercial districts are:

***Neighborhood Commercial (NC).*** This district permits small-scale neighborhood retail, office, and service uses under 25,000 square feet per user or stand-alone building.

***Community Commercial (CC).*** This district permits small- to medium-scale retail, office, service and entertainment uses under 50,000 square feet per user or stand-alone building.

***Shopping Center (SC).*** This district permits the unified development of medium- scale retail, office, service and entertainment uses under 75,000 square feet per user or stand-alone building.

***General Commercial (GC).*** This district permits a broad range of small- to large-scale retail, service, office, entertainment, and institutional uses of any size. Uses need not be developed under a unified plan.

***Regional Commercial (RC).*** This district permits large-scale regional retail, commercial, office, recreation and entertainment, and cultural uses, developed under a unified plan.

GILBERT

2. *Service Bays.*

- a. No part of a building within 50 feet of property designated for residential use in the General Plan shall contain bay or roll-up doors, or similar service openings.
- b. Service bays located within 200 feet of property designated for residential use in the General Plan shall not face the adjacent residential property.
- c. All service activities shall be conducted within the service bays. No used or discarded vehicle parts, equipment, or disabled, junked, or wrecked vehicles may be located outside the service bays.

3. *Commercial Vehicle/Equipment Sales and Rental; New and Used.*

- a. Within the CC and SC Zoning Districts vehicles/equipment shall occupy no more than 2,000 square feet of area on the site.
- b. Within the CC and SC Zoning Districts vehicles/equipment display shall be setback in excess of 50 feet back from the street frontage property line.

2.306 **Additional Use Regulations**

for Neighborhood Comm.

A. **Hours of Operation.** In the NC District, the hours that a business may be open to the public are limited to between 6:00 a.m. and 11:00 p.m. Increased hours of operation may be permitted with approval of a Conditional Use Permit to insure that there will be no significant adverse impact on the nearby uses.

B. **Outdoor Storage.** In addition to the requirements set forth in Section 4.104: Outdoor Business Property Storage, outdoor storage areas shall comply with the following requirements. This section does not apply to Outdoor Personal Property Storage.

- 1. *Neighborhood Commercial.* Outdoor storage is prohibited.
- 2. *Community Commercial.*
  - a. Area. A maximum of 5 percent of the Gross Floor Area (GFA) of the use.
  - b. Height of Fences. Fences enclosing outdoor storage areas shall be 6 feet in height.
  - c. Location. Outdoor storage areas shall not be located between the building and the street.
  - d. Stored Material. Stored material shall not exceed the height of the fence.

NC Neighborhood Commercial/ Office Mixed Use To provide small areas for office and professional services combined with limited retail uses, designed in scale with surrounding residential uses. This district provides a balance of residential and non-residential land use opportunities reflecting the economic needs of residents and business owners as promoted by the Queen Creek General Plan. NC implements Commercial Goal 6, Policies 6.c and 6.f (page 27) of the Queen Creek General Plan. A Agri-tainment District To provide for land uses that support and enhance agriculture use in the Town. Such uses shall be compatible with agriculture, and may include uses that support open space, natural resource management, outdoor recreation, enjoyment of scenic beauty, commercial and residential uses. The Agri-tainment District requires a Planned Area Development (PAD) Overlay. PCD Planned Community District To provide an alternative to standard zoning for planned developments. The purpose of the PCD is to encourage creative approaches in land development which conform and elevate the policies and goals of the General Plan. The district shall provide a wide mix of uses, densities, and intensities and shall be implemented through a Development Agreement. The PCD should strive to utilize the existing topography, surrounding uses, and open space opportunities through flexible design solutions. Commercial Districts C-1 Light Commercial Indoor retail, service, and office use requiring arterial street access and business and commercial development along urban arterials. The purpose of the C-1 district is to accommodate well-designed development sites that provide excellent transportation access, make the most efficient use of existing infrastructure, and provide orderly transitions and buffers between uses. C-1 implements Commercial Goal 6, of the Queen Creek General Plan. C-2 General Commercial General commercial activities designed to serve the community such as repair shops, wholesale businesses, warehousing, and limited retail sales, with some outdoor display of goods, but limited outdoor operations. This district promotes a broad range of commercial operations and services necessary for large regions of the Town and County, providing community balance as described in the Queen Creek General Plan. The C-2 implements the Commercial Goal 6, of the General Plan.

Queen Creek

7. Encourage improvements, such as architectural features and landscaping to mitigate air and storm water pollution, and reduce the effects of the urban heat island.
8. Encourage commercial and mixed-use developments to include improvements, such as landscaping, to mitigate air and storm water pollution, to provide shade to reduce the effects of the urban heat island, and to consider solar orientation to take full advantage of sun angles and reduce potential energy consumption.

**B. Specific Purposes of Each District.**

1. *NC Neighborhood Commercial.* To provide areas for locally oriented retail and service uses that serve the surrounding residential trade area within a 1/2 to 2-mile radius. Typical uses include, but are not limited to retail stores, grocery-store-anchored shopping centers, drug stores, restaurants and cafes, gas stations, and convenience stores. Other compatible uses include small-scale medical and professional offices, personal services, as well as public and semi-public uses. Large-format retail stores are not appropriate in the Neighborhood Commercial District according to the Mesa General Plan.
2. *LC Limited Commercial.* To provide areas for indoor retail, entertainment and service-oriented businesses that serve the surrounding residential trade area within a one- to ten-mile radius. Typical uses include, but are not limited to, grocery store and additional large-format store anchored tenant shopping centers with additional drug stores, fast-food restaurants, hardware and building supply stores, gas stations with convenience stores, and restaurants and cafes. Other typical uses include, but are not limited to, those anchors and large-format retail stores that are typically located within a regional mall, retail outlet, or power center. Other compatible uses include medical and professional offices, as well as public and semi-public uses.
3. *GC General Commercial.* To provide indoor retail, limited outdoor display and related service-oriented businesses that serve a large surrounding residential trade area within a 4- to 5-mile radius. This district includes several automobile-oriented uses and similar support services related to automobiles, welding, and light assembly and fabrication related to an on-site commercial use. Other supportive uses may include, but are not limited to commercial lodging, automotive, restaurant, and movie uses, as well as office uses and public-and semi-public uses.

[Return to Page 1](#)

6-2

The MZO is current through Ordinance 5447, passed July 4, 2018

§ 150.057 NEIGHBORHOOD BUSINESS (B-1).

FLORENCE

(A) Purpose. The B-1 neighborhood business district is intended to allow for the development of basic commercial uses to serve the daily needs of a residential neighborhood. The size of any B-1 area should only be as large as is necessary to serve a given neighborhood. All B-1 areas should be located on a street of collector size or larger.

(B) Permitted uses. The following uses are permitted in the B-1 zone:

- (1) Retail stores with sales only, not to exceed 10,000 square feet of gross floor area, individually and not to exceed 50,000 square feet in a commercial complex. Drive-through facilities and convenience uses require use permit approval;
- (2) Restaurants and cafés not including entertainment, dancing, a bar for the serving of alcoholic beverages or drive-in types of restaurants;
- (3) Grocery store, supermarket or drug store;
- (4) Personal and household services such as barbers, beauty shops, health clubs and dry cleaners;
- (5) Business and professional offices, banks and similar;
- (6) Daycare center and/or nursery, nursery schools or private kindergartens; and
- (7) Laundry limited to machines not exceeding a 25-pound capacity.

(C) Conditional uses. Conditional use permit required:

(1) Gasoline service station, provided the following criteria are met:

(a) All structures shall be of a unique design that is appropriate to the area in which they are constructed.

(b) The property adjacent to any street shall be landscaped to a minimum depth of 15 feet from the right-of-way line. This landscaped area may be penetrated by two access drives, 35 feet maximum width each per street.

(c) All indoor service areas shall have vehicular access doors that open only to an outdoor service area that is not on a street side of the building. The outdoor service area shall be completely enclosed by a solid wall or fence at least six feet in height, except for access openings no wider than 12 feet. There shall be no repair work done outside of the enclosed service areas.

(d) The minimum property size shall be 22,500 square feet.

FLORENCE

(e) No driveway shall extend into the curb radius at a street intersection.

(f) All sources of artificial light shall be concealed from view, except for freestanding standards, which shall have translucent covers to diffuse the light and eliminate glare.

(g) All vending machines shall be within the building or an area that is screened from public view.

(2) Car wash, self-service or coin-operated, provided there is no conveyor belt or drying equipment as permitted in automobile laundry;

(3) Restaurant or café which include drive-up service;

(4) Indoor commercial recreation facilities;

(5) Small animal hospitals or clinics, confined to completely enclosed sound-attenuated facilities, subject to:

(a) Animals shall not be boarded or lodged except for short periods of observation incidental to care or treatment; and

(b) No kennel or exercise runs will be permitted.

Because no list of uses can be exhaustive, decisions on unspecified uses shall be rendered by the Planning and Zoning Commission with appeal to the Town Council.

(D) Property development standards. (See §§ 150.164 through 150.184 for additional standards and exceptions.



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OCT 4 2019  
Dewey-Humboldt

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type:  Regular  Special  Work Session

Meeting Date: OCTOBER 15, 2019

Date of Request: OCTOBER 4, 2019

Requesting:  Action  Discussion or Report Only

Type of Action:  Routine/Consent Agenda  Regular

Agenda Item Text (a brief description for placement on the agenda; please be exact as this will be the wording used for the agenda):

CHANGE COFFEE WITH THE MAYOR BACK TO  
COFFEE WITH THE TOWN MANAGER AT TOWN HALL

Purpose and Background Information (Detail of requested action).

CHANGING THE COFFEE WITH THE MAYOR BACK  
TO COFFEE WITH THE TOWN MANAGER AT  
TOWN HALL WOULD GET MORE PEOPLE FAMILIAR

Staff Recommendation(s): WITH TOWN HALL AND OUR  
TOWN EMPLOYEES AND THEIR ROUTES

Budgeted Amount: 0

List All Attachments: NONE

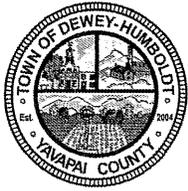
Type of Presentation: ORAL

Special Equipment needed:  Laptop  Remote Microphone  
 Overhead Projector  Other: N/A

Contact Person: KAREN BROOKS

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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Dewey-Humboldt

SEP 12 2019

Received

**COUNCIL AGENDA ACTION REQUEST FORM**

Meeting Type:  Regular       Special       Work Session

Meeting Date: October 1, 2019

Date of Request: \_\_\_\_\_

Requesting:  Action       Discussion or Report Only

Type of Action:  Routine/Consent Agenda       Regular

Agenda Item Text (a brief description for placement on the agenda; please be exact as this will be the wording used for the agenda): Discussion and possible action relating to the inappropriateness of the Mayor's use of a weapon (tomahawk) as his gavel while presiding over our Town Council meetings.

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

The Mayor's use of this weapon as a gavel has interfered with the proper decorum expected from the public and our Council members.

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

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

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

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

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

Contact Person: Mark McBrady

**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.**



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

**RECEIVED**

SEP 17 2019

Dewey-Humboldt

**COUNCIL AGENDA ACTION REQUEST FORM**

Meeting Type:  Regular     Special     Work Session

Meeting Date: OCTOBER 1, 2019

Date of Request: SEPTEMBER 16, 2019

Requesting:  Action     Discussion or Report Only

Type of Action:  Routine/Consent Agenda     Regular

**Agenda Item Text (a brief description for placement on the agenda; please be exact as this will be the wording used for the agenda):**

BANNING MAYOR NOLAN'S HATCHNET FROM TOWN HALL AND NOT TO BE USED IN TOWN MEETINGS.

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

THERE IS NO PURPOSE FOR THE HATCHNET TO BE ON TOWN HALL PREMISES AND SHOULD NEVER BE USED IN MEETINGS

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

**Budgeted Amount:** 0

**List All Attachments:** NONE

**Type of Presentation:** ORAL

**Special Equipment needed:**     Laptop     Remote Microphone

Overhead Projector     Other: NONE

**Contact Person:** KAREN BROOKS

**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.**



## COUNCIL COMMUNICATION

Regular Council Meeting Date: **October 15, 2019**

Agenda Item: **9.I.**

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**Submitted by:** Edward L. Hanks, Jr., Town Manager

**Subject:**

Discussion and possible action related to the amended and restated lease agreement with Humboldt Station, Inc., for the lease of the current Town Hall location at 2735 South Highway 69.

**Background:**

At the September 17, 2019, Regular Council Meeting, Council directed staff to negotiate a contract with the property owner of 2735 South Highway 69 for the continued lease of the property as Town Hall.

The revised and extended lease agreement is for a one-year term, with an option to renew for a second, one-year term.

This item is also listed on tonight's agenda as an Executive Session, should Council wish to receive legal advice or provide direction to staff on negotiation points.

The following bullet points are those presented at the 9/17/19 Town Council meeting and Town Council directed Town staff to use for negotiation of the attached Amended and Restated Real Property Lease:

- One year (Jan 1, 2020 – December 31, 2020) with option to extend to 12/31/2021 with 6 months' notice and the parties' mutual agreement on lease rent
- For 2020, the same rental monthly rate (\$4418.00) as in 2015 contract which includes all RE taxes and special and general assessments
- Tenant pay sales taxes charged on commercial leasing activity (about \$60/month)
- Landlord pays for water, sewer and trash services, Town responsible for rest
- Landlord maintains outside and parking lot and pest control
- Town responsible for non-structural interior maintenance and repair.
- Town responsible for claims against it
- Insurance required of both landlord and Town
- Lease is applicable even if owner changes

**Financial Impact:**

- \$4,418/month

The monthly rental rate for the first year of the lease has not changed. Sufficient funds for the anticipated expenditures in the current fiscal year were budgeted in the General Fund, account number 10-431-5500 (Town Hall offices), 10-421-5303 (Magistrate Court) and 10-425-5501 (Sheriff).

**Suggested Motion:**

**For:** I move to approve the Amended and Restated Real Property Lease Agreement with Humboldt Station, Inc., for the continued rental of 2735 South Highway 69 for Town Hall facilities.

**Against:** I move to deny the Amended and Restated Real Property Lease Agreement with Humboldt Station, Inc.

**Attachments:**

Amended and Restated Real Property Lease Agreement.

Town of Dewey-Humboldt

P.O. Box 69

Humboldt, AZ 86329

Phone: 928-632-7362 | Fax: 928-632-7365

October 15, 2019  
[www.dhaz.gov](http://www.dhaz.gov)

## AMENDED AND RESTATED REAL PROPERTY LEASE AGREEMENT

THIS AMENDED AND RESTATED REAL PROPERTY LEASE AGREEMENT ("Lease") entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Humboldt Station, Inc., an Arizona Corporation ("Landlord") and the Town of Dewey-Humboldt, a municipal corporation of the State of Arizona ("Tenant").

### RECITALS

Landlord and Tenant are the parties to that certain Real Property Lease Agreement, as amended from time to time (collectively, the "Original Agreement").

The parties wish to amend and restate the Original Agreement in its entirety so that the Original Agreement is completely replaced by this document.

### AGREEMENTS

1. Location of Leased Premises: Landlord hereby leases to Tenant that certain commercial property located at Suites 5, 10A, 11, 12, 13, 14 and 15 at 2735 S. Highway 69, Dewey-Humboldt, Arizona. ("Leased Premises").
2. Term of Lease:
  - 2.1 The term of this Lease began on January 1, 2016 and shall expire on December 31, 2020. Tenant shall advise Landlord, no less than six (6) months prior to the expiration of the initial term of this Lease whether Tenant wishes to exercise the single one (1) year extension as to the Leased Premises. Upon exercise of said extension, the term of this Lease shall expire on December 31, 2021.
  - 2.2 The rental rates during the Lease extension shall be mutually agreed upon by Landlord and Tenant and all other terms hereunder shall be the same during the initial term and the extension term.
3. Rental Amounts:
  - 3.1 During the initial term, Tenant shall pay the amount of Four Thousand Four Hundred Eighteen Dollars (\$4,418.00) per month as base rent for the Leased Premises. During both the initial and the extension terms, this base rent includes all ad valorem taxes and any and all special and general assessments associated with the Leased Premises. Landlord shall be solely responsible for paying all ad valorem taxes associated with the Leased Premises.
  - 3.2 In addition to the base rent, Tenant agrees to pay any local sales tax for rental of commercial property as may be adopted by the Town. The base rent and these and the local sales taxes shall be referred to as "Rent".
  - 3.3 Rent shall be due on the first day of each month and shall be deemed late if not received by the tenth (10th) day of any month for which Rents are to be paid. In the

event the Rent is not received by the first day of the month, a five percent (5%) late fee shall be due and payable.

4. Payment of Utilities: Landlord shall be responsible for, and shall pay the costs of the provision of water, sewer and trash service to the Leased Premises. Any and all other utilities shall be the obligation of Tenant, the bills for which shall be paid timely. In no regard shall Tenant allow utility bills to go unpaid such that liens attach, from the utility provider, against the Leased Premises.
5. Tenant's Default:
  - 5.1 The occurrence of any one or more of the following events shall constitute a default of this Lease by Tenant:
    - A. The vacating or abandonment of the Leased Premises by Tenant for a period of 30 consecutive days, other than in connection with a reconstruction or remodel.
    - B. The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant.
    - C. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, other than described in Paragraph 3.3, where such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than ten (10) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said ten (10) day period and thereafter diligently prosecutes such cure to completion.
    - D. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days; or the appointment of a trustee or a receiver to take possession of substantially all of the Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of the Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days.
  - 5.2 Landlord's Remedies In Default. In the event of a default by Tenant, Landlord may:
    - A. Give Tenant notice of default at the expiration of five (5) days from the date of service of said notice. At the expiration of said five (5) days, if Tenant has not cured the default or breach, the term of this Lease shall expire. Said notice shall

contain a statement of the facts constituting the default or breach by Tenant. Upon the expiration of the five (5) days, Landlord may terminate Tenant's right to possession of the Leased Premises by any lawful means, in which case Tenant shall immediately surrender possession of the Leased Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Leased Premises; expenses of reletting, not including any renovation and alteration of the Premises; reasonable attorneys' fees; the amount if any, by which the Rent set forth in Paragraph 3 for the period of reletting (up to but not beyond the initial term or any extended term of the Lease) exceeds the sum of the rent to be received from the reletting for such period; and that portion of any leasing commission paid by Landlord and applicable to the unexpired initial term or any extended term of the Lease, or

- B. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Leased Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under the Lease, including the right to recover the rent as it becomes due hereunder. Landlord shall use commercially reasonable efforts to mitigate all of its damages.
- C. Declare any personal property left on the Leased Premises to be abandoned to Landlord, at Landlord's option, in the event Tenant vacates, abandons or surrenders the Leased Premises or be dispossessed by process of law or otherwise, may be deemed to be abandoned at the option of Landlord
- D. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Arizona.

6. Landlord's Default:

- 6.1 The failure by Landlord to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Landlord where such failure shall continue for a period of ten (10) days after written notice thereof by Tenant to Landlord; provided, however, that if the nature of Landlord's default is such that more than ten (10) days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commences such cure within said ten (10) day period and thereafter diligently prosecutes such cure to completion.

6.2 Tenant's Remedies In Default:

- A. Tenant, at any time after Landlord commits a default in his maintenance responsibilities under this Lease Agreement, may cure the default at Landlord's cost and offset such costs against rent. If Tenant at any time, by reason of Landlord's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Tenant shall be due immediately from Landlord to Tenant at the time the sum is paid, and if paid at a later date, shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by Tenant until Tenant

is reimbursed by Landlord. If Landlord fails to reimburse Tenant as required by this Paragraph 6.2, Tenant shall have the right to withhold from future rent due the sum Tenant has paid until Tenant is reimbursed in full for the sum and interest on it.

- B. Pursue any other remedy now or hereafter available to Tenant under the laws or judicial decisions of the State of Arizona.
- 7. Landlord's Limited Right of Entry: It is specifically understood and agreed as between the Parties that this Lease is being executed for use of the Leased Premises by a municipality for the purpose of its offices. As such, and given issues of security and confidentiality inherent in such facilities, and the need for municipal accountability in that regard, the Landlord's right of entry in regard to the Leased Premises is limited to inspection of the Leased Premises upon reasonable notice and only while accompanied by an agent of Tenant.
- 8. Nature of the Use of Leased Premises: Tenant shall, subject to the terms hereof, during the term of the Lease, conduct and carry on activities within the Leased Premises consistent with its use as municipal offices of the various departments of the Town of Dewey-Humboldt. The activities taking place at the Leased Premises shall be conducted in a manner and at times as is necessary and appropriate to such facilities. In so doing, Tenant shall comply with all statutes, ordinances, rules, regulations and laws of all municipal, county, state and federal authorities now enforced or which may hereafter be enforced pertaining to the condition, use or occupancy of the premises. Tenant shall not use or permit the premises to be used in whole or in part for any purposes or use in violation of any laws, ordinances, regulations or rules of any public authority at any time applicable thereto.
- 9. Modifications/Alterations To Leased Premises:
  - 9.1 As municipal offices, the Parties recognize that certain alterations/modifications will be required in order to provide confidentiality, safety and security. Such alterations/modifications shall be made by Tenant and at Tenant's cost and during the term of this Agreement, or any extensions thereof, Tenant shall be responsible for the restoration of the Premises to its condition prior to such alterations/modifications unless Landlord specifically directs that the alterations/modifications remain. Landlord and Tenant recognize that certain improvements authorized by Landlord have been made to the Leased Premises prior to the effective date of this Lease Extension. Exhibits A and B set forth the previously approved improvements that may remain at the termination or expiration of this Lease and those previously approved improvements that must be removed. In no manner and at no time shall Tenant be entitled to make any alteration/modification that compromises the integrity of the overall structure or in any fashion diminishes either the image or marketability of the development of which the Leased Premises is a part.

- 9.2 Tenant shall have the right to erect, install, maintain and operate on the Leased Premises such equipment, fixtures and signs as Tenant may deem advisable, subject to local ordinances.
10. Exterior Modification: Tenant shall undertake no modification of the exterior of the Leased Premises, shall place no additional signage on or about the property, and shall locate no objects outside of the Leased Premises without the prior written consent of Landlord, such consent not to be unreasonably withheld. It is understood between the Parties that, at a minimum, both indicia of the presence of municipal offices upon the premises and the possible need for a location for the posting of police/public notices may be necessary and would be permitted. Beyond that, anything further will be addressed between the Parties on a case-by-case basis.
11. Common Facilities: Tenant's employees and citizens shall be entitled to enjoy the use of the parking area along with all other owners and occupants of the center which is served by the parking lot at no additional cost.
12. Maintenance Responsibilities.
- 12.1 Tenant shall, during the term of the Lease and as its sole expense, keep and maintain the interior non-structural portions of the Leased Premises, including, but not limited to faucets, sinks, toilet, doors, windows, hardware, light bulbs, doors, trim, locks, glazing, interior walls and ceilings in good, clean and sanitary order, condition and repair, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of Landlord. Tenant shall also maintain air conditioning/heating units and electrical work installed by Tenant unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of Landlord. Tenant shall not permit an accumulation of boxes, papers, waste or other refuse matter in or around the Leased Premises.
- 12.2 Landlord shall, during the term of the Lease and as its sole expense, keep and maintain in good condition those parts of the Leased Premises not the responsibility of the Tenant pursuant to Paragraph 12.1, including but not limited to (i) all common areas (including without limitation providing snow removal), (ii) structural portions of the Leased Premises which shall include but not be limited to the roof, roof membrane, walls, foundation, plumbing system, air conditioning, heating, and electrical systems that were either in place when the original Lease term commenced or replaced by Landlord, (iii) the air conditioning unit in Suite 5 (Sheriff's office), and (iv) the front walkway adjacent to the Leased Premises, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of Tenant.
- 12.3 Landlord shall, during the term of the Lease and at its sole expense provide pest, varmint and animal control and removal.

13. Destruction of Premises: In the event of the total destruction of the Leased Premises during the lease term as a result of fire not due to the negligent acts of Tenant, this Lease shall immediately terminate.

In the event of the partial destruction of the Leased Premises not due to the negligent acts of Tenant; with such destruction determined to affect one-third or less of the Leased Premises, the lease shall not automatically terminate and Tenant shall be entitled to a proportionate reduction based upon the extent to which the Leased Premises remains tenable.

14. Eminent Domain: If any part of the Leased Premises or any material portion of the parking servicing the Leased Premises shall be taken for public or quasi-public use by the right of eminent domain, or transferred by agreement in connection with such public or quasi-public use, with or without any condemnation action or proceeding being instituted, and a part of the premises remains which is adequate for the conduct of tenant's business, this Lease, as to the part so taken or transferred, shall terminate as of the date title shall vest in the condemnor, Landlord shall restore at its sole expense the part of the premises remaining after such taking or transfer to as near its former condition as circumstances will permit, and the rents shall be proportionately reduced. However, in the event of such taking or transfer, either party shall have the option to terminate this Lease as of the date that possession or title shall vest in the condemnor. In the event of such condemnation or transfer the proceeds of such condemnation or transfer shall be the property of Landlord and Tenant shall have no claim thereto.

15. Alterations and Improvements: Any alterations of or additions to the Leased Premises, except specified attached items unattached movable trade fixtures and equipment, shall become a part of the realty and the property of Landlord at the term of this Agreement. Tenant further agrees that the correction and/or restoration of all damage or injury done to the premises by Tenant or its employees or agents who may be on or about the Leased Premises shall be paid for by Tenant. The list of specified attached items referred to, herein, is attached, hereto, as Exhibit "A".

16. Liens: Tenant shall keep the Leased Premises and the improvements thereon, free and clear of all liens arising out of or claimed by reason of any work performed, material furnished or obligations incurred by or at the instance of Tenant, and indemnify and save Landlord and the Leased Premises and the building of which the Leased Premises are part harmless from all such liens or claims of liens and all attorneys and all attorney's fees and other costs and expenses incurred by reason thereof. Should Tenant fail to fully discharge any such lien or claim of lien immediately upon its attachment Landlord, at its option, and subject to its right of reimbursement, may pay the same or any part thereof and charge back such payment to Tenant for immediate payment.

17. Liability: Tenant, as a municipal corporation, is insured and will remain insured in regard to any claims against them of loss or liability through the term of this Lease.

It shall be the obligation of Landlord to obtain such insurance protection as it deems reasonable and appropriate toward the protection of Landlord's interests.

18. Insurance and Extended Coverage: Both Landlord and Tenant, at their sole expense, shall obtain and keep in force both fire and extended coverage insurance upon the Leased Premises as Landlord and Tenant may in their individual discretion respectively determine to be appropriate in order to protect them against the loss of their fixtures, goods, wares and merchandise on and about the premises. Tenant hereby waives as against Landlord any and all claims and demands of whatsoever nature for damage, loss or injury to the Leased Premises or to Tenant's fixtures, goods, wares and merchandise as shall be caused by or result from fire and/or other perils, events or happenings which are, or should have been pursuant to this agreement, the subject of such fire and extended coverage insurance. With respect to portions of the property located at 2735 S. Highway 69, Dewey-Humboldt, Arizona, that are not part of the Leased Premises, Landlord shall not do or permit anything to be done in or about such property which will increase the existing rate of Tenant's Insurance upon the Leased Premises or cause the cancellation of any Tenant's Insurance.
19. Showing of Premises at Term of Lease: Landlord shall be entitled, during the sixty (60) days prior to expiration of this Agreement, and during normal working hours or by appointment scheduled with the Tenant, to exhibit the premises to prospective tenants and to place upon or in the windows of the Leased Premises any signage which is usual and ordinary in the course of such activities.
20. Representation by Landlord: Landlord represents that it is in legal possession of the Property and that Landlord is legally authorized to enter into this Lease Agreement. Landlord shall advise Tenant within five (5) business days of the filing of any bankruptcy or reorganization under the bankruptcy laws of the United States as such may be related to the Leased Premises and shall thereafter keep Tenant informed of the status of such proceeding.
21. Transfer of Landlord's Interest: Landlord hereby reserves the right to sell, assign, or transfer this Agreement upon the condition that in such event this Agreement shall remain in full force and effect. Upon such transfer, assignment or sale, other than as security, Landlord shall be released from any obligations hereunder which arise after the effective date of any such assignment so long as any assignee assumes Landlord's obligation hereunder in writing in form acceptable to Tenant. Upon such sale, transfer or assignment, Tenant shall execute such subordination agreement or other documents as are reasonably required by the Parties, other than any document altering, amending or changing the provisions of Tenant's tenancy, hereunder.
22. Assignment and Subletting: Tenant shall not assign or sublet its interests, hereunder, without the prior written consent of Landlord (not to be unreasonably withheld, conditioned or delayed), and any such assignment without such consent shall be considered void ab initio, at the option of the Landlord. While Landlord has the absolute right to withhold consent to such assignment or subletting, such consent shall not be unreasonably withheld.
23. Attorneys' Fees: Should either Party materially breach the provisions of this Agreement resulting in the incurring of attorneys' fees to obtain compliance by the non-breaching

Party, that non-breaching Party shall be entitled to the payment of their attorneys' fees, reasonably incurred, regardless of whether the breach results in the filing of litigation.

24. Non-Existence of Partnership: The entering into of this Agreement by the parties does not create a partnership, joint venture, or any other business form between Landlord and Tenant.
25. Subordination: Landlord expressly reserves the right at any time to place liens and encumbrances on and against the Leased Premises and any part thereof, and on the land and buildings of which the Leased Premises is a part, or to transfer, sell, assign, and/or convey its interest in the Leased Premises. In so doing, another Party will succeed to all the rights of Landlord here, and the leasehold rights of Tenant will be intact and unabridged.
26. Time is of the Essence: Time is of the essence in regard to the provisions of this Lease and of every term, covenant and condition hereof.
27. Remedies Cumulative: All remedies herein conferred upon either party hereto shall be cumulative and no one remedy shall be deemed exclusive of any other remedy conferred herein or as allowed by law.
28. Waiver: The waiver by any party thereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of monies, hereunder, by Landlord shall not be deemed a waiver of any preceding breach by Tenant of any term, covenant or condition of this Agreement, other than the failure of Tenant to pay the particular sums so accepted. None of the terms, covenants or conditions of this Agreement can be waived by either Landlord or Tenant, except by appropriate written instruments.
29. Paragraph Headings: Paragraph headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way defining, limiting or amplifying the provisions hereof.
30. Definitions: The words "Landlord" and "Tenant" as herein used shall include the plural as well as the singular. The neuter gender includes the masculine and feminine.
31. Lease Construed as Whole: The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly interpreted for or against either Landlord or Tenant.
32. Conflict of Interest: Pursuant to A.R.S. § 38-511, the Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Town is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the Town hereby elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating,

securing, drafting or creating this Agreement on behalf of the Town from any other party to the Agreement arising as a result of this Agreement.

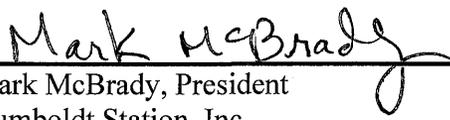
33. Effect of Agreement: This Agreement shall become effective only upon full execution by the parties hereto. At such time as this Agreement becomes effective, it shall in all respects supersede the Original Agreement and the parties' respective obligations shall in all respects be governed by this Agreement. Until such time as this Agreement has been fully executed by the parties, this Agreement shall be of no force and effect and the parties' respective obligations shall in all respects be governed by the Original Agreement.

34. Covenant of Title and Quiet Enjoyment: Landlord represents and warrants that Landlord owns the Leased Premises and parking areas associated therewith in fee simple. The Leased Premises is and shall be subject to no leases, easements, covenants, restrictions the like which in any manner prevent or restrict Tenant's use of the Leased Premises for lawful purpose.

ENTERED INTO this \_\_\_\_ day \_\_\_\_\_, 2019.

LANDLORD

TENANT

  
\_\_\_\_\_  
Mark McBrady, President  
Humboldt Station, Inc.

\_\_\_\_\_  
Terry Nolan, Mayor  
Town of Dewey Humboldt

APPROVED AS TO:

t

\_\_\_\_\_  
Kay Bigelow  
Attorney for the Town of Dewey-Humboldt

## Exhibit A

Remove all computer wiring and computer receptacles. Repair and replace any electrical wiring that is disrupted or interrupted by the removal of walls. Repair all drywall holes and drywall voids created by the removal of computer and electrical wiring. Repair all drywall holes and drywall voids created by the removal of walls.

### Walls to be removed:

Suite 5: No need for wall removal.

Suite 10a : No need for wall removal.

Suite 11: Wall #1 - Removal of South wall between Judge's Office and Court Clerk Office.

Wall #2 - Removal of East wall between Judge's Office and West wall of Suite #12.

Suite 12: Wall #3 - Removal of North wall between Lobby and Copy / Record Storage Room.

Suite 13: Wall #4 - Removal of North wall between Town Manager's Office and hallway.

Suite 14: Wall #5 - Removal of North wall between Finance Office and hallway.

Suite 15: No need for wall removal.

Exhibit B  
 WALLS TO BE REMOVED

