

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

**Tuesday, September 2, 2014, 6:30 P.M.**

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

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

**AGENDA**

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

**1. Call To Order.**

**2. Opening Ceremonies.**

**2.1. Pledge of Allegiance.**

**2.2. Invocation.**

**3. Roll Call.** Town Council Members Jack Hamilton, Mark McBrady, Dennis Repan, Sonya Williams-Rowe, Nancy Wright; Vice Mayor Arlene Alen; and Mayor Terry Nolan.

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

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

**5. Recess Council Meeting and Convene Board of Adjustment Meeting.** Hearing and possible action.

**5.1. Public Hearing – Variance Request (ZV2014-2) from the rear yard setback requirements for property located at 1655 S. River Road, Dewey, Arizona.** The Board may act to adopt required findings and approve the variance application or it may deny the variance application.

**5.2. Adjourn the Board of Adjustment meeting**

**5.3. Reconvene in to the Regular Council Meeting.**

**6. Town Manager’s Report.** Update on Current Events.

**7. Consent Agenda.**

**7.1. Minutes. Minutes from the July 8, 2014 Special Study Session.**

**8. Comments from the Public (on non-agendized items only).** The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments

may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. At the conclusion of Comments from the Public, Council members may respond to criticism made by those who have addressed the public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Council members are forbidden by law from discussing or taking legal action on matters raised during the Comments from the Public unless the matters are properly noticed for discussion and legal action. A 3 minute per speaker limit may be imposed. The audience is asked to please be courteous and silent while others are speaking.

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

9.1. **Pavement Preservation Bid Contract Award.**

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9.2. **Consideration of a potential celebration commemorating the Town’s 10<sup>th</sup> Anniversary.**

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

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10.1. **Ordinance 14-107 to amend Town Code Title XII Chapter 130 to add new chapter Fireworks (and Explosives).** Discussion and possible action to adopt, reject or modify the proposed ordinance. [continuation from the July 15, 2014 meeting discussion in response to CM Wright CARF discussion at the April 15, 2014 meeting]

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10.2. **Discussion and possible action regarding acquisition of property located at 12925 E. Main St. which is currently occupied by the Dewey-Humboldt Historical Society Museum and possibly to approve Resolution No. 14-113,** authorizing and directing the Town Manager and Town Attorney to obtain a legal description, preliminary title report and phase I environmental site assessment and take other necessary actions preparatory to acquisition of real property located in Dewey-Humboldt at 12925 E. Main Street (402-10-018) on behalf of the Town and directing the Town Manager to present the above information to the Council for possible approval to proceed with the acquisition. The Council may, by majority vote, recess the regular meeting, hold an executive session, and then reconvene the regular meeting for discussion and possible action on this item. [continuation from the July 15, 2014 CM Wright CAARF request discussion]

10.2.1. **Recess into and hold an executive session** pursuant to A.R.S. § 38-431.03(A)(7) Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property located at 12925 E. Main Street in Dewey-Humboldt.

10.2.2. **Reconvene into Regular Meeting.**

11. **Public Hearing Agenda.**

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

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12. **Comments from the Public.** The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. At the conclusion of Comments from the Public, Council members may respond to criticism made by those who have addressed the public body, may ask Town

staff to review a matter, or may ask that a matter be put on a future agenda; however, Council members are forbidden by law from discussing or taking legal action on matters raised during the Comments from the Public unless the matters are properly noticed for discussion and legal action. The total time for Public Comment is **3** minutes per person. The audience is asked to please be courteous and silent while others are speaking.

**13. Adjourn.**

**For Your Information:**

Next Town Council Meeting: Tuesday, September 16, 2014, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, September 4, 2014, at 6:00 p.m.

Next Town Council Work Session: Tuesday, September 9, 2014, at 2:00 p.m.

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

**Certification of Posting**

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Dewey-Humboldt Town Hall, 2735 South Highway 69, Humboldt, Arizona, Chevron Station, 2735 South Highway 69, Humboldt, Arizona, Blue Ridge Market, Highway 69 and Kachina Drive, Dewey, Arizona, on the \_\_\_\_ day of \_\_\_\_\_, 2014, at \_\_\_\_ p.m. in accordance with the statement filed by the Town of Dewey-Humboldt with the Town Clerk, Town of Dewey-Humboldt.  
By: \_\_\_\_\_, Town Clerk's Office.

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

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

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**TOWN COUNCIL BOARD OF ADJUSTMENT HEARING**  
**September 2, 2014, 6:30 p.m. Town Council Meeting Chambers**  
**Agenda Item: Victor Hambrick Shed Variance Request**

**To: Town Council (Board of Adjustment)**  
**From: Connie Dedrick, Community Development Coordinator**  
**Date Submitted: August 18, 2014**

**Summary:**

Property owner, Victor Hambrick, located at 1655 River Road is requesting a setback variance to allow for a shed to be constructed ten (10) feet from the eastern property line. Subject property is located within Sierra Dells Subdivision. Parcel ID: 402-24-136a.

The property is currently zoned R1-70. Minimum requirements are: 70,000 square feet (1.61 acres) parcel size; minimum depth/width 200 feet; Front/Rear setback 50 feet and Interior/Exterior of 25' and 30' respectively.

The property is approximately 3.01 acres, is currently fenced for pasture with existing structures located to the east. The applicant wants to construct an enclosed 2,400 square foot (60X40), 15 foot tall storage shed (the shed will be built to cover the existing "batting cage" and used to store other equipment - see attached photos) and is requesting a variance to the rear setback to be 10 feet to avoid or accommodate the following situations:

- If required to meet the setback requirement, the proposed shed would be within the open pasture areas located to the west and would block views of neighboring property owners;
- If required to meet the setback requirement, a portion of the current pasture fencing would need to be removed for constructing the shed;
- The parcel to the west is not buildable due to the existing wash and creates a natural buffer; and
- Placement of proposed shop will be located with existing structures maintaining efficient/highest use of the property.

For reasons stated above, the applicant believes it constitutes undue hardship for consideration for a variance.

In summary, due to the uniqueness of the existing property layout, consideration of neighboring properties and utilization of the wash as a natural buffer the applicant believes that the application meets the requirements to approve a variance. Staff also received a letter of support from the property owner who owns the parcel to the east which encompasses the wash.

The requested adjustment is greater than 20% of the required setback; thereby requiring a variance hearing by the Board of Adjustment (as opposed to the Zoning Administrator).

Photos for 1655 S. River Dr., parcel ID – 402-24-136



The proposed 40x60 enclosed shed would be built to cover the “batting cage” and part of the lawn to its left in the photo.



blue metal fence in the front abutting River Dr. aligns with the front yard of the property; white fence aligns with northern property line along Antelope Way

Town Code Section 153.021

§ 153.021 BOARD OF ADJUSTMENT; ZONING ADMINISTRATOR.

The Board of Adjustment of the Town of Dewey-Humboldt (the "Board") is established pursuant to A.R.S. § 9-462.06.

(A) *Structure.* The Town Council shall serve as the Board of Adjustment of the town. The Mayor shall be the Chairperson of the Board.

(B) *Procedure.* Meetings of the Board shall be open to the public and held at the call of the Chairperson. The Board shall adopt rules to govern its proceedings not inconsistent with this chapter and the laws of Arizona. The Chairperson shall be the executive officer of the Board with the power of administering oaths and taking evidence, and shall preside over its meetings and hearings. The minutes and records of all Board proceedings shall be kept as required by A.R.S. § 38-431.01, and filed as public records in the office of the Town Clerk.

(C) *Powers and duties.*

(1) The Board has the following powers and duties:

(a) Hear and decide appeals from a decision, determination or interpretation made by the Zoning Administrator, in which it is alleged there is an error in an order, requirement or decision made by the Zoning Administrator in the enforcement of a zoning ordinance;

(b) Hear and decide appeals for variances from the terms of the zoning ordinance only if, because of special circumstances applicable to the property, including its size, shape, topography, location, or surroundings, the strict application of the zoning ordinance will deprive such property of privileges enjoyed by other property of the same classification in the same zoning district. Any variance granted shall be subject to such conditions as will assure that the adjustment authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located;

(c) Hear and decide appeals from decisions of the Zoning Administrator in requests for adjustments as set forth in division (D) below;

(d) Reverse or affirm, wholly or partly, or modify the order or decision appealed from and make such order or decision as ought to be made; and

(e) Interpret this chapter when the meaning of any word, phrase, or section is in doubt, or where doubt exists as to the proper district of a specific use.

(2) The Board shall not:

(a) Make any changes in the uses permitted in any zoning classification or district;

(b) Make any changes in the zoning ordinance; or

(c) Grant a variance if the special circumstances applicable to the property are self-imposed by the property owner.

(D) *Hearing applications.* Hearing applications shall be filed in writing in the office of the Zoning Administrator, on forms provided therefor, by any person or by any officer, department, board or bureau of the town affected by any order or decision of the Zoning Administrator, within 30 days thereafter, and specifying the grounds thereof; or for rulings on other matters of Town Council jurisdiction.

(1) An appeal shall stay all proceedings in the matter appealed unless the Zoning Administrator certifies to the Board that, by reason of the fact stated in his or her approval letter, a stay would (in his or her opinion) cause imminent peril to life or property. In this case, proceedings shall not be stayed except by restraining order granted by a court of record on application and notice to the Zoning Administrator.

(2) In addition to any other requirements specified, applications for variances shall, at a minimum, include the following :

(a) Evidence showing why, due to special circumstances or conditions applicable to the property, including its size, shape, topography, location or surroundings, of the zoning ordinance would deprive the property owner of privileges enjoyed by other property owners of the same classification in the same zoning district; and

(b) Evidence showing that the variance will not constitute a grant of special privileges inconsistent with limitations upon other properties in the vicinity and district in which the property is located; and

(c) Evidence that the special circumstances applicable to the property were or are not self-imposed by the property owner; and

(d) Evidence showing why granting the variance substantially meets the intent and purpose of the zoning district in which the property is located, and will not detrimentally affect the health or safety of the neighborhood residents or the public welfare or be injurious to property or improvements.

(E) *Hearings and rulings.* The Board of Adjustment shall hold at least one public hearing, within a reasonable time from the date of application, after giving a minimum of 15 days' notice thereof to parties of interest and the public, by posting at the property of application (if property is involved) and by publishing once in a newspaper of general circulation in the town. The Board of Adjustment shall render a decision within 30 days after the initial hearing on same, unless an extension is agreed to by the Board and the applicant.

(1) In approving an application, in all or in part, the Board of Adjustment may impose reasonable conditions necessary to achieve the general purposes and objectives of this chapter, and to protect the public health, safety and general welfare or to ensure operation and maintenance of the use in a manner compatible with existing and potential uses on adjoining properties or in the surrounding area. If conditions are violated or not complied with, upon notice to the property owner by the Zoning Administrator, a hearing shall be held and, if the violation is sustained, the approval may be revoked.

(2) The concurring vote of four members shall be necessary to render a ruling, unless otherwise required by state law or the town zoning ordinance.

(3) Decisions of the Board of Adjustment may be appealed to the Superior Court within 30 days of the decision by the Board.

(Ord. 08-44, § 207, passed 10-21-2008; Am. Ord. 09-60, passed 12-15-2009; Am. Ord. 12-92, passed 7-10-2012)

# TOWN OF DEWEY-HUMBOLDT

## DEVELOPMENT APPLICATION

202014-2

### PROJECT DESCRIPTION:

Get back from back property line for building of Epileptical Persons

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> General Plan Amendment - Major | <input type="checkbox"/> General Plan Amendment - Minor          | <input type="checkbox"/> Pre-Application     |
| <input type="checkbox"/> Community Master Plan          | <input type="checkbox"/> Major Use / Site Plan<br>Dewey-Humboldt | <input type="checkbox"/> Preliminary plat    |
| <input type="checkbox"/> Commercial Design Review       | <input type="checkbox"/> Annexation                              | <input type="checkbox"/> Zoning Clearance    |
| <input type="checkbox"/> Conditional Use Permit         | <input type="checkbox"/> Abandonment JUL 28 2014                 | <input type="checkbox"/> Rezone              |
| <input type="checkbox"/> Land split (3 parcels max)     | <input type="checkbox"/> Lot Combine Received                    | <input checked="" type="checkbox"/> Variance |
| <input type="checkbox"/> Area Plan / Amendment          | <input type="checkbox"/> Final Plat / Amendment                  | <input type="checkbox"/> Land Use District   |
| <input type="checkbox"/> Other _____                    |  |  |

### LEGAL DESCRIPTION:

Property Address: 1655 River Road Dewey, AZ 86327

Number of Lots / Units Proposed: \_\_\_\_\_

Assessor's Parcel Number: 402-24-136A Parcel Size (Acres): 3.71

Existing Land Use District: \_\_\_\_\_ Proposed Land Use District: \_\_\_\_\_

Plat Name: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_ Tract: \_\_\_\_\_

### DESCRIBE UTILITIES AVAILABLE TO PROPERTY:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Water _____            | <input type="checkbox"/> Gas _____                 | <input type="checkbox"/> Sewer _____            |
| <input checked="" type="checkbox"/> Phone _____ | <input checked="" type="checkbox"/> Electric _____ | <input checked="" type="checkbox"/> Cable _____ |

Describe Public Access to Property: River Drive

### FEES

Base Fees: \_\_\_\_\_ Other Fees: \_\_\_\_\_ Other Fees: \_\_\_\_\_ Subtotal: \_\_\_\_\_ Total: \_\_\_\_\_

*APPLICANT / CONTACT INFORMATION:	OWNER INFORMATION:
Name: Victor Hambrick	Name: Victor Hambrick
Address: P.O. Box 441 Dewey, AZ 86327	Address: P.O. Box 441 Dewey, AZ 86327
Phone: 928-713-9944	Phone: 928-713-9944
Email: vickhambrick@comcast.net	Email: vickhambrick@comcast.net

  
Signature of owner or representative

\*If application is being submitted by someone other than the owner of the property under consideration, a letter of authorization or other corresponding information must be provided.



**TOWN OF DEWEY-HUMBOLDT**  
P.O. Box 69, Humboldt, AZ 86329  
Phone 928-632-8643 • Fax 928-632-7365

**FOUR KEY CRITERIA STANDARDS TO APPLY:**

- (1) A variance may be warranted if the property in question is associated with "special circumstances" that are inherent in the property – such as its size, shape, topography or location, (surroundings) – that deprive the property of privileges enjoyed by other properties of the same classification in the same zoning district.

*The current property has surroundings of a wash that runs the entire length of the rear boundary. The rear property also runs at an angle against the wash.*

- 2) A variance may be granted if its authorization is necessary to ensure the preservation of privileges and rights enjoyed by other property of the same classification in the same zoning district, without constituting a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the subject property is located.

*This variance will preserve the rights and privileges of surrounding properties with the same zoning and classification.*

- 3) The special circumstances applicable to the property may not be self-imposed or created by the owner or applicant in order to receive a variance. **It is important to note that circumstances created by the previous property owner are applicable to the current owner.**

*The special circumstances are not self-imposed by the current or previous owners of the property.*

- 4) The granting of a variance should not be materially detrimental to persons residing or working in the vicinity, to adjacent property to the neighborhood, or to the public welfare in general.

*The granting of the variance on this special circumstance will continue to enhance the quality of the neighborhood.*

**Hearings and Rulings:** Public Notice to parties of interest and to the public will be given within a minimum of seven (7) to fifteen (15) days after application by posting at the property of application, (if property is involved) and by publishing once in a newspaper of general circulation in the Town. The Board of Adjustment shall hold an initial public hearing within thirty (30) days after receiving the application, and shall render a decision either at the initial public hearing, or a subsequent hearing/s on a date agreed upon by the Applicant and the Board. A vote of three (3) members of the Board shall be necessary to render a ruling.

4) Continued:

Locating the proposed rental building on the current pasture areas of the property would have an adverse affect to the surrounding property owners. The proposed shop will be 2400 sq ft, and 18' in height which may obstruct neighboring views. Locating proposed shop by existing buildings would be efficient use of the property while maintaining the character of the area.



**TOWN OF DEWEY-HUMBOLDT**  
 P.O. Box 69, Humboldt, AZ 86329  
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**BOARD OF ADJUSTMENT AND APPEALS APPLICATION**  
 For the Town of Dewey/Humboldt

If other than a setback, briefly describe what is being appealed: (Interpretation of an Ordinance, an Administrative error, decision, order, or enforcement). Give dates.

*N/A*

If this is an appeal from the decision of the Zoning Administrator, please attach a copy of the Zoning Administrator's Final Determination, and supporting records and documentation.

Phone #'s: Home \_\_\_\_\_ Cell 928-013-9944 Fax \_\_\_\_\_

Email VictorHumboldt@comcast.net Other \_\_\_\_\_

Convenient time(s) property may be visited anytime

Directions to the property: Draw or write in or provide a map. 1655 River Drive Dewey Az 86329.

*See Property Directions*

I Victor Humboldt give the Town of Dewey-Humboldt's Planner, Staff and Applicant's name

appropriate Officials (Board of Adjustment) permission to enter my property for all purposes of assessing my application.

Signature: [Signature] Date: 8/1/2014

To Whom It May Concern:

I am requesting a variance for parcel 402-24-136A for topographical reasons along with existing structures on the property. Along the east boundary of the property there is a bordering parcel that is not a build able site due to the wash and terrain. I would like to reduce the required set back to 10feet on this border to build a shop and tractor parking. The land that would be behind this building is a wash. I would also like to build this building without having to remove the pasture and fencing that currently exist. Approving the variance would allow this to happen and make good use of the current property without having negative impacts on the surrounding property. I have included an existing plot plan along with a new plot plan showing the possible new shop.

Please except this as my request for the variance approval.

Sincerely,



Victor Hambrick  
928-713-9944

Dewey-Humbert

JUL 24 2014

Received

To Whom It May Concern:

Dated: 7/26/2014

My name is Daniel Mundall and I own Assessor parcel # 402-24-141F. Victor Hambrick is requesting approval of a variance for a set back on the east side of his parcel 402-24-136A which I own the parcel that borders the east side of that parcel. I am in support of the variance request as that parcel is vacant and is primarily a wash with topographical issues.

Victor Hambrick is also requesting ROW abandonment for a right away easement on the north side of parcel 402-24-136A. I am also in support of this abandonment as this has been fenced off for over ten years and is used as a private driveway for parcel 402-24-136A.

Sincerely,



Daniel Mundall  
Owner of Parcel # 402-24-141F

Area Map for parcels exceeding 2 acres or with dimensions over 300'.


**Plot Plan Sketch**

Affidavit and E.P.A. Warning

I certify that this plot plan indicates all structures (including fences, walls, and pads), correct property and building dimensions; setback distances; legal access and easements; road cuts; walls and/or any water course (including washes and etc.) on or within 50', 100', and 200' respectively of the property. Use of solder exceeding 0.2 of 1% lead is prohibited for use in potable water systems. This Plot Plan is a part of the permit and is submitted on authority of the property owner.

*[Handwritten Signature]*

7/24/2014

Signature

Date

Document #

Sec 11

Twn 13

Rng 1E

A P N 402-24-136A

Zoning: R1-70

Stories: 1

Height: 14'

Slope: 0%

FY: 50'

RY: 50'

EY: 25'

FY: 30'

LC:

Lot Area

Lot %

Density Used:

R1-70

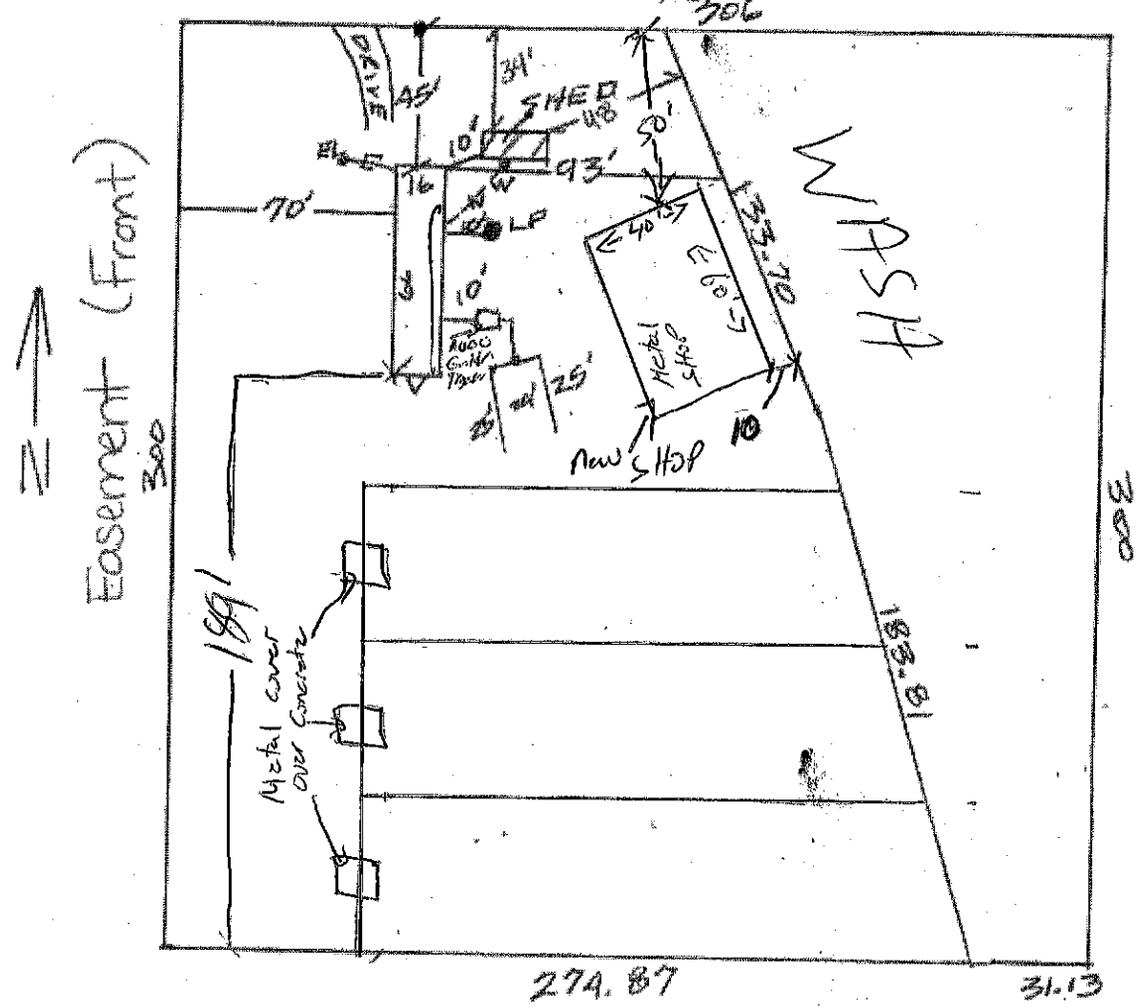
Scale: 1"=60'

North Arrow

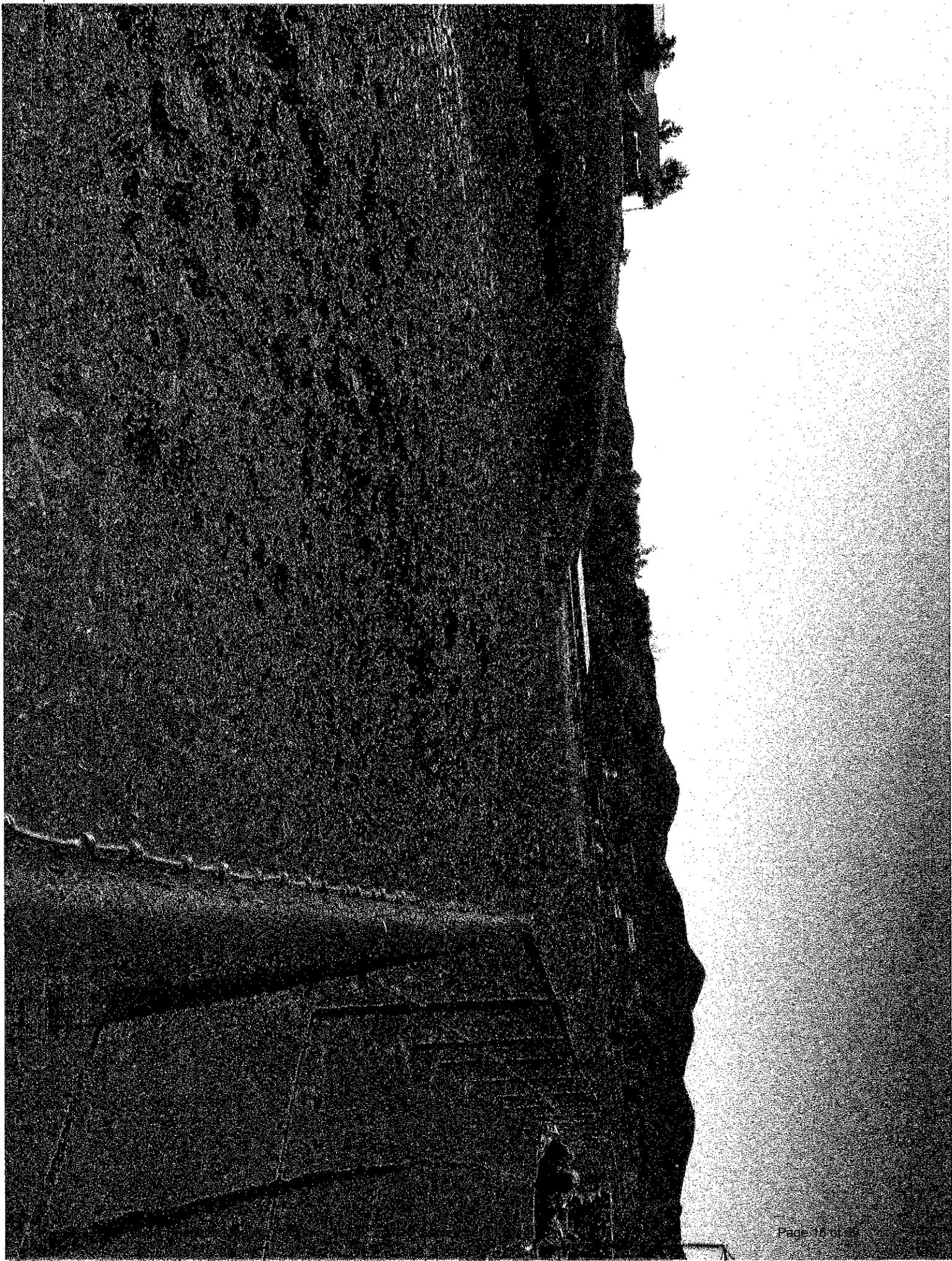
North Arrow

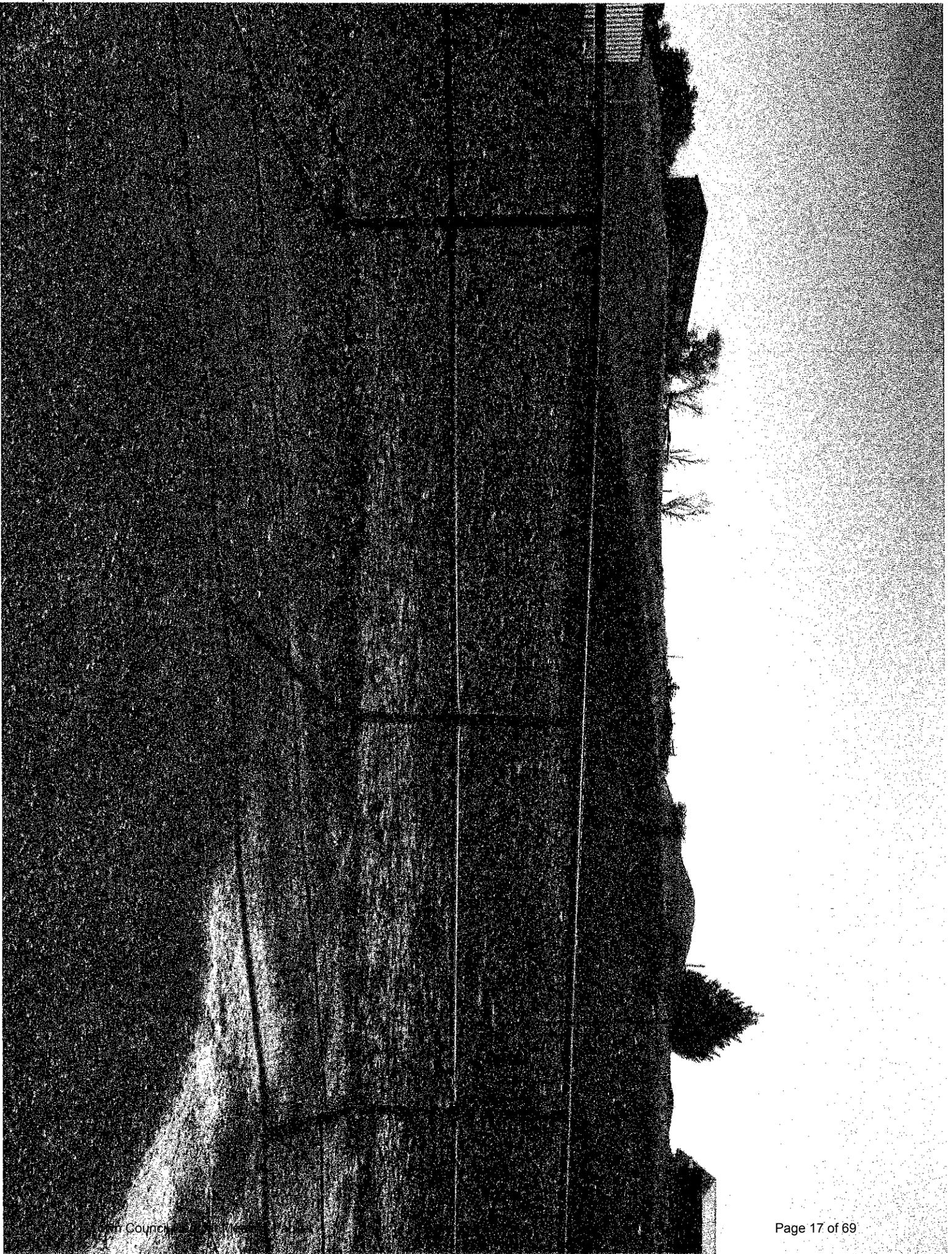
North Arrow

ANTELOPE WY.



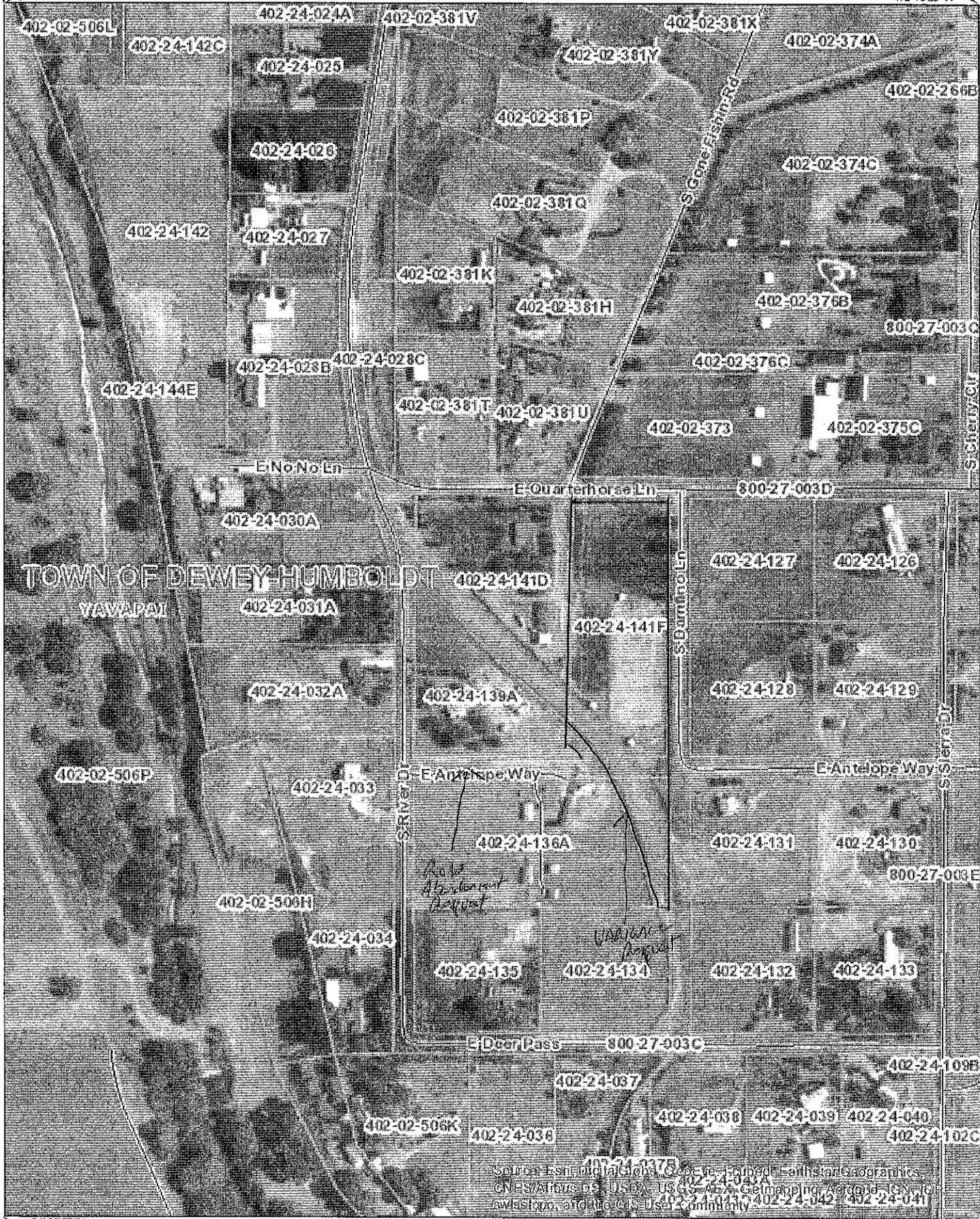
Lot 137  
Sierra Dells





34°31'38"N  
112°13'58"W

34°31'25"N  
112°13'28"W



**TOWN OF DEWEY HUMBOLDT**  
YAVAPAI

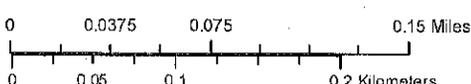
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNRS/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

34°30'57"N  
112°13'56"W

34°30'57"N  
112°13'28"W



**Disclaimer:**  
Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.



Yavapai County assumes no responsibility for errors, omissions, and/or inaccuracies in this mapping product.



**TOWN OF DEWEY-HUMBOLDT**  
**P.O. Box 69, Humboldt, AZ 86329**  
**Phone 928-632-8643 • Fax 928-632-7365**

**Please Note:** All variance application requests are reviewed prior to any scheduled Public Hearings. All related concerns and/or questions need to be addressed between the applicant and staff and/or the reviewing agency.

**COMMUNITY DEVELOPMENT DEPARTMENT  
 PERMISSION TO ENTER PROPERTY**

Application #: 20-2014-2 Parcel #: 402-24-136A Unit/Lot #: \_\_\_\_\_

Legal Description (see attached): \_\_\_\_\_

Applicant(s): Victor Hambrick

Address: P.O. Box 447 Dewey, Az 86329 Phone No.: 928-713-9944

I, the undersigned, hereby give permission to the Town of Dewey-Humboldt Zoning Inspector (or any Deputy Inspector) in the discharge of his/her duties as stated herein, and for good and probable cause, to enter the above described property to inspect same in connection with the enumerated application made under the terms of the Dewey-Humboldt Town Code, or for any investigation as to whether or not any portion of such property, building or other structure is being placed, erected, maintained, constructed or used in violation of the Dewey-Humboldt Town Code; or for any investigations for conditions, compliance and stipulations under the terms of the Dewey-Humboldt Town Code and public hearings concerning this parcel. Such entry shall be within 60 days of the date of my signature (below) or within 60 days of the scheduled date of a public hearing for review, transfer or renewal of the application. Such entry shall be limited between the hours of 7 a.m. and 6 p.m. MST. I understand that this permission to enter property is OPTIONAL and VOLUNTARILY GIVEN and may be withdrawn or revoked (either in writing or verbally) at any time.

Applicant's Signature: [Signature] Date: 8/3/2014

(check one)  Owner  
 Agent for \_\_\_\_\_

STATE OF ARIZONA )  
 )ss  
 COUNTY OF YAVAPAI )



On this 3 day of August 2014 before me, the undersigned Notary Public, personally appeared who executed the foregoing instrument for the purpose therein contained.

In witness thereof, I hereby set my hand and official seal,

Notary Public: [Signature]



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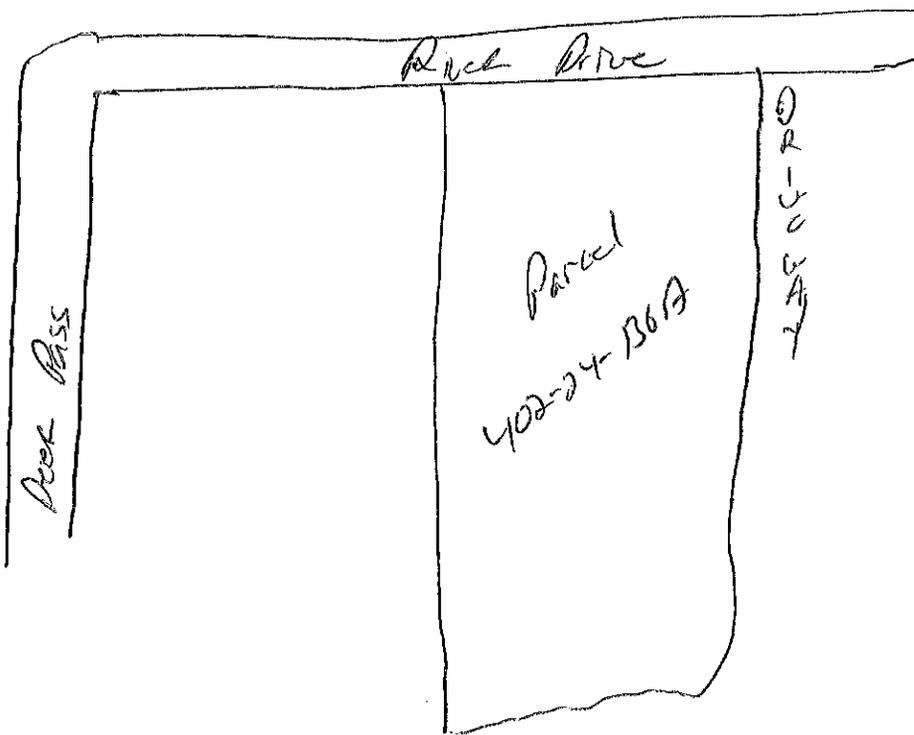
Date Commission Expires: Sept 22, 2017

# Town of Dewey-Humboldt

## Directions to Site

Instructions: An actual detailed line map is needed, not written instructions, adding any significant buildings, land marks, main highway, street names, and north arrows. If the map is not adequate it could cause a delay in issuing your permit.

Assessor's Parcel Number 402-24-136A Address 1655 River Road Dewey, MT



[Page intentionally left blank]

**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
SPECIAL STUDY SESSION MINUTES  
TUESDAY, JULY 8, 2014, 2:00 P.M.**

**A SPECIAL STUDY SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JULY 8, 2014, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.**

1. **Call To Order.** The meeting was called to order at 2:01 p.m.

2. **Roll Call.**

**2.1. Town Council.** Town Council Members Jack Hamilton, Mark McBrady, Dennis Repan, Sonya Williams-Rowe, Nancy Wright; Vice Mayor Arlene Alen; and Mayor Terry Nolan were present.

3. **Special Session.** Legal Action can be taken.

Mayor Nolan suggested switching the order of 3.1 and 3.2 since the attorney is present and can clarify. Town Attorney Goodwin asked why 3.2 was placed on the agenda. Councilmember Williams-Rowe explained her concerns about possible conflict of interest CM Hamilton might have on OBC.

Ms. Goodwin explained if there are 10 or more property owners on Old Black Canyon then there is possibly an exception to the conflict of interest. She gave her opinion that she feels there is no conflict of interest in respect to CM Hamilton's purpose of establishing an RS 2477 road, but if talking about acquiring the roadway he may be.

**3.1. Old Black Canyon Highway Legal questions for Town Attorney and discussion.**  
[Council scheduled this Q&A with Attorney at the June 10, 2014 Work Session]

Councilmember Hamilton explained his opinion that the town is asserting ownership by maintaining the road and by doing so inherits liability since it is not on the road plan.

Town Attorney Susan Goodwin was in attendance to answer these questions. She explained the Town can't obtain claim to property through repeated use. Fair market value must be paid for property acquisition. She spoke on how the liability works for maintenance of a road system over a period of time. She explained in further detail about road defects and state statute.

Councilmember Hamilton stated Old Black Canyon (OBC) was built by the government, a survey was done by the County in 1922 but the right-of-way was lost.

Ms. Goodwin explained if it was used and built prior to the ownership becoming private then it is a public road, but the roadway would need to be surveyed to establish its location for ownership.

There was discussion on the road's history and whether it is an RS2477 road. Councilmember Hamilton suggested the town claim it as an RS2477 road and anyone else claiming ownership would go through the quiet title process. He stated he would like Old Black Canyon highway to be put on the Town's 6-year road maintenance plan. There was discussion on liability if maintaining the road and whether using public money for maintaining a potentially private road might be a violation of the gift clause.

Councilmember Hamilton made a motion to put Old Black Canyon on the 6-year road plan, seconded by Councilmember Wright.

Public comment was taken on this item.

David Nystrom spoke on maintaining the road only if the town owns it and other roads within the town that might have similar safety versus ownership issues.

Ms. Goodwin explained Old Black Canyon has “zig-zag” ownership. The town does own parts of the road and must maintain those parts.

There was discussion on the “dirt” part of Old Black Canyon and the town owning that part, but it may have been moved from the historic location by a previous land owner.

Mayor Nolan called the question; calling the question was approved unanimously. A vote was taken on the motion which failed by a 2-5 vote, Councilmembers McBrady, Repan, Williams-Rowe, Vice Mayor Alen, and Mayor Nolan voting against.

There was discussion on the road being deeded over to the town. Town Manager Kimball explained you must have a legal description to quit claim deed property, therefore a survey would be necessary.

Town Attorney Goodwin left the meeting (due to a prior commitment) at 3:36 p.m.

**3.2. Clarification from Attorney in reference to whether a conflict of interest exists for CM Hamilton in reference to Old Black Canyon Highway.** [CAARF requested by CM Williams-Rowe]

Addressed before prior agenda item 3.1.

**3.3. Discussion and action on appointing an alternative committee member to the Ethics Committee.** [CAARF requested by CM Wright]

Councilmember Wright gave an overview explaining the Council currently doesn't have a way to appoint an alternate committee member to the Ethics Committee. Vice Mayor Alen explained when they were working on the Code of Ethics they discussed using the same process for Vice Mayor selection for this purpose.

Vice Mayor Alen made a motion to amend the code to include alternate committee members as needed and selection be done by seniority, seconded by Councilmember Wright.

Councilmember Repan stated the agenda item was not agendaized to amend the code of ethics.

Town Clerk Morgan was asked for the current order of Council Member seniority. That order was given: Wright, Nolan, McBrady, Repan, Alen, and least senior Hamilton and Williams-Rowe, having the same swearing-in date.

VM Alen withdrew her first motion, and CM Wright withdrew her second.

Councilmember Wright made a motion to approve using the seniority method to select the alternate committee members with submittal of a CAARF to change the code brought back at a later time.

The motion passed by a unanimous vote in favor.

**3.4. Whether to hold additional special session(s) this month.** This is an established agenda item for Council's discussion on whether to add an additional special study session and if so, to set the date.

Councilmember Repan made a motion to not hold a special meeting this month, seconded by Councilmember Hamilton. It was approved unanimously.

4. **Study Agenda.** No legal action to be taken.

**4.1. Discussion and consensus on revising the Town Code on reimbursement for the Town Council (includes Mayor) for travel and/or training expenses.** [CAARF requested by CM Wright and moved to a work session at May 6, 2014 meeting]

Councilmember Wright gave an overview, explaining this was coming back to work on through prior Council direction. There was discussion on the reporting process; proof of attendance suggestion and other wording on CM Wright's recommended code changes to 30.085.

Councilmember Repan made a motion to accept the changes to 30.085 as provided by Councilmember Wright.

Town Manager Kimball brought to the Council's attention about wording in the proposed code change about denying reimbursement and her concerns with staff being put in that situation.

The motion was withdrawn by CM Repan.

There was more discussion on the recommended code changes: removing last two sentences; Council approval before attending. CM Wright will take the suggested and wordsmith the code change recommendations. This will come back as a CAARF once it is ready to come back before the Council.

**4.2. Revisit policy relating to educational, conference and event reimbursements to council members to clarify what types of these activities will be deemed acceptable.** [CAARF requested by VM Alen and moved to a work session at May 6, 2014 meeting]

This will be addressed when the 30.085 Code modifications come back to Council.

**4.3. Discussion and consensus on revising the Town Code on reimbursement for Council for travel and training expenses.** [CAARF resubmitted by Mayor Nolan]

Mayor Nolan stated this will come back along with the previous two agenda items when they are before Council for discussion again.

**4.4. Annual Signature Event for the Town of Dewey-Humboldt.** [VM Alen's CAARF continued from March 4<sup>th</sup> and moved from June 10<sup>th</sup> WS per VM Alen]

Vice Mayor Alen withdrew this agenda item from this particular agenda but she will bring it back at a future meeting.

**4.5. Develop Main Street P3 (Public-Private Partnership) Project Action Plan following ULI (Urban Land Institute) program relating to same** [CAARF requested by VM Alen, moved from June WS per VM Alen]

Vice Mayor Alen asked the Council's approval for her to contact the Town Attorney to obtain the correct verbiage to use on a CAARF to talk in Executive Session. She explained why she feels this should be discussed in closed session rather than public session (not wanting to jeopardize the private party owner's privacy). There was discussion on whether to have the Town Manager involved in that meeting with the Attorney and whether this needed to be discussed in an executive session.

Council gave direction to authorize this meeting with the attorney, town manager and vice mayor for this information.

5. **Comments from the Public.**

David Nystrom spoke on conflict of interest and who decides if there is a conflict.

David Hiles spoke against the Mayor's CAARF and voiced his opinion that Council needs to decide who gets reimbursed for Council expenses.

**6. Adjourn.**

The meeting was adjourned at 4:20 p.m.

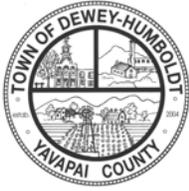
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Terry Nolan, Mayor

ATTEST:

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Judy Morgan, Town Clerk



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

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**TOWN COUNCIL REGULAR MEETING**  
**September 2, 2014 – 6:30 pm Town Council Meeting Chambers**

**Agenda Item #9.1 Pavement Preservation Bid Award.**

**To: Mayor and Council Members**  
**From: Ed Hanks, Public Works Supervisor**

**Date submitted: August 28, 2014**

**Recommendation: Award the 2014 Pavement Preservation contract to Earth Resources Corporation.**

**Summary:**

The 2014 Pavement Preservation Project was advertised August 10<sup>th</sup> and 17<sup>th</sup>. We received one Bid, from Earth Resources Corporation. After reviewing the bid, Earth Resources Corporation was the lowest and only responsible bidder, at a total bid of \$40,903.25.

The bid came in under the budgeted amount of \$41,600.00.

Attached please find the Bid Tabulation form, staff estimate and bid document.

## 2014 Pavement Preservation

1	A	B	C	D	E	F		G	H	I	J
						<b>Town P.W. Estimate</b>				<b>Earth Resources</b>	
2	<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>		<b>Unit Price</b>	<b>Total</b>			<b>Unit Price</b>	<b>Total</b>
3	1	Mobilization	1	LS		\$ 1,000.00	\$ 1,000.00			\$ 500.00	\$ 500.00
4	2	Geotechnical Testing	1	LS		\$ 100.00	\$ 100.00			\$ 100.00	\$ 100.00
5	3	Allowance for Extra work	1	LS		\$ 4,000.00	\$ 4,000.00			\$ 4,000.00	\$ 4,000.00
6	4	storm water pollution Prevention	1	LS		\$ -	\$ -			\$ -	\$ -
7	5	Traffic Control	1	LS		\$ 5,000.00	\$ 5,000.00			\$ 5,600.00	\$ 5,600.00
8	6	Prepare road surface/Hot Patch	30	Ton		\$ 300.00	\$ 9,000.00			\$ 330.00	\$ 9,900.00
9	7	Fog Seal Per Mag Section 333	83213	Sy		\$ 0.27	\$ 22,467.51			\$ 0.25	\$ 20,803.25
10	8	Double Yellow Centerline stripe	0	LF		\$ -	\$ -			\$ -	\$ -
11	9										
12	10										
13	11										
14	12	<b>TOTAL</b>					<b>\$ 41,567.51</b>				<b>\$ 40,903.25</b>

**TOWN OF DEWEY-HUMBOLDT**  
2014 Pavement Preservation



**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS**

**PREPARED BY  
TOWN OF DEWEY-HUMBOLDT  
2735 South Highway 69, Suite 12  
Dewey-Humboldt, Arizona 86329**

**September 2014**

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## ADVERTISEMENT FOR BIDS

Town of Dewey-Humboldt will be accepting bids from eligible bidders for the following activity:  
Dewey-Humboldt 2014 Pavement Preservation  
2735 South Highway 69, Suite 12  
Dewey-Humboldt, Arizona 86329

### ACTIVITY DESCRIPTION:

**Work includes a preservative pavement seal of approximately 6.85 miles of 18-22' wide roadway. Work also includes placing approximately 30 tons of hot patch repair in preparation of sealant.**

**Plans and specifications may be obtained at the following location:**

TOWN OF DEWEY-HUMBOLDT  
2735 South Highway 69, Suite 12  
Dewey-Humboldt, Arizona 86329

Bona-fide licensed general contractors may secure copies of the proposed Bid Documents from the above, on the following basis:

1. PLANS AND SPECIFICATIONS DEPOSIT of \$0.00 for one (1) set for each prime bidder. PARTIAL SETS are *not* available. Please call 928-632-7362, Ed Hanks, Public Works Supervisor, for questions.

**Sealed bids will be accepted Thursday, August 28, 2014 until 2:00 p.m.** by the

Dewey-Humboldt Town Clerk  
2735 South Highway 69, Suite 12  
Dewey-Humboldt, Arizona 86329

Bids will then be publicly opened immediately after the stated time.

**A mandatory pre-bid conference will be held on Monday, August 18, 2014 at 2:00 p.m. at the Dewey-Humboldt Town Hall, 2735 S. Highway 69, Suite 12, Humboldt, AZ.**

Each bid must be accompanied by a bond or certified check in the amount of ten percent (10%) of the bid, made payable to **TOWN OF DEWEY-HUMBOLDT**, as guarantee that if the work is awarded to the bidder, he will, within ten days from the date of such award, enter into proper CONTRACT and bond condition for the faithful performance of the work, otherwise said amount will be forfeited to said TOWN OF DEWEY-HUMBOLDT as liquidated damages. Such check or bid bond will be returned to the respective unsuccessful bidders upon the award of the contract to the successful bidder and will be returned to the successful bidder upon the execution and delivery of the satisfactory surety company bonds and construction contract.

Bidders will be requested to supply the following information on the bidders' list: the name of the company, current address, telephone, and fax phone number. Neither the Engineer nor the Town will be responsible for non-receipt of addenda due to incorrect or missing information on the plan holders list.

TOWN OF DEWEY-HUMBOLDT will endeavor to insure in every way possible that disadvantaged/minority/women-owned business enterprises plus Section 3 qualified businesses shall have every opportunity to participate in providing professional services, goods and construction contracts without being discriminated against on the grounds of race, religion, sex age or natural origin.

**PROPOSAL**

**TOWN OF DEWEY-HUMBOLDT, ARIZONA**

**PUBLIC WORKS DEPARTMENT**

PROPOSAL to the Town of DEWEY-HUMBOLDT.

In compliance with the Advertisement for Bids, by the Town Engineer, the undersigned Bidder:

Having examined the contract documents, site of work, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the contract documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the inside pages of this form.

Understands that construction of this project shall be in accordance with all applicable Uniform Standard Specifications and Standard Details for Public Works Construction Sponsored and Distributed by the Maricopa Association of Governments except as otherwise required by the Project Plans and Specifications.

Understands that this proposal shall be submitted with a proposal guarantee in the form of a certified check, cashiers check or surety bond for ten (10) per cent of the amount bid.

Agrees that upon receipts of Notice of Award, from the Town, he will execute the contract documents.

Work shall be completed within **30** business days, beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining the necessary material and/or equipment. The Contractor shall acknowledge that due to seasonal change he may be restricted from beginning work until weather and temperatures allow for oil placement. Contract times will be extended around weather limitations.

The Bidder hereby acknowledges receipt of and agrees his proposal on the following Addenda.

\_\_\_\_\_  
\_\_\_\_\_

**NOTICE TO ALL BIDDERS:**

**Town of Dewey-Humboldt is an equal opportunity employer.**

**SURETY BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, (hereinafter called the Principal), and the \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto the \_\_\_\_\_ of \_\_\_\_\_ as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the \_\_\_\_\_ of \_\_\_\_\_ for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with Arizona Revised Statutes.

WHEREAS, the said Principal is herewith submitting its proposal for Dewey-Humboldt 2014 Pavement Preservation Project.

NOW, THEREFORE, if the \_\_\_\_\_ of \_\_\_\_\_ shall accept the proposal of the Principal and the Principal shall enter into a contract with the \_\_\_\_\_ of \_\_\_\_\_ in accordance with the terms of the proposal and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the Bonds and Certificates of Insurance, if the Principal pays to the \_\_\_\_\_ of \_\_\_\_\_ the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

Witness:  
\_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

Witness:  
\_\_\_\_\_

## CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between \_\_\_\_\_, County of \_\_\_\_\_, and State of Arizona, hereinafter designated the CONTRACTOR, and the Town of DEWEY-HUMBOLDT, a municipal corporation, organized and existing under and by virtue of the State of Arizona, hereinafter designated the TOWN.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said Town, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I—SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **Dewey-Humboldt 2014 Pavement Maintenance** and to completely and totally construct the same and install the material therein for the Town, in a good and workmanlike and substantial manner and to the satisfaction of the Town through its Engineers and under the direction and supervision of the Town Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications, and with such modifications of the same and other documents that may be made by the Town through the Engineer or his properly authorized agents, as provided herein.

ARTICLE II—CONTRACT DOCUMENTS: The Call for Bids, Plans, Standard Specifications and Details, Special Provisions, Addenda, if any, and Proposal, as accepted by the Mayor and Council, Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III—TIME OF COMPLETION: The Contractor further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the proposal pamphlet.

ARTICLE IV—PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the Town, through its Engineer, and to his satisfaction, the Town agrees to pay the said Contractor the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price on the Proposal made a part hereof, and to make such payment within forty-five (45) days after final inspection and acceptance of the work.

ARTICLE V-COMPLIANCE WITH FEDERAL AND STATE LAWS: The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. §34-302, as amended, "Residence Requirements for Employees."

Under provisions of A.R.S. §41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of the Contract and shall subject the Contractor to penalties up to and including termination of the Contract at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

Neither the Contractor nor any of its Subcontractors shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of the Article must be included in any contract the Contractor enters into with any and all of its Subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

The Contractor hereby agrees to indemnify and save harmless the Town , and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents, and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Workmen's Compensation laws or any other law, bylaw, ordinance, or order or decree.

IN WITNESS WHEREOF, four (4) identical counterparts of this contract each of which shall be for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

The Contractor agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of indicated amount(s), as bid in the Proposal.

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(CONTRACTOR)  
By \_\_\_\_\_  
Name and Title

WITNESS: If Contractor is an Individual

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Town Clerk

Town of DEWEY-HUMBOLDT, a municipal corporation  
(Town)

By \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

---

Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C  
Town Attorney(s)  
By:

**CONTRACT PERFORMANCE BOND**

**STATUTORY PERFORMANCE BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of Contract amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_(hereinafter called the Principal), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the Town/City of \_\_\_\_\_, (hereinafter called the Surety) as Surety, are held firmly bound unto the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the Obligee), in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct \_\_\_\_\_ which contract is hereby referred to and made a part of hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract with or without notice to the Surety, and during the life of any guaranty required under the contract and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
PRINCIPAL SEAL

\_\_\_\_\_  
AGENCY OF RECORD

By \_\_\_\_\_

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
AGENCY ADDRESS

By \_\_\_\_\_

**LABOR AND MATERIALS PAYMENT BOND**

**STATUTORY PAYMENT BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Contract amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_(hereinafter called the Principal), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the Town/City of \_\_\_\_\_, (hereinafter called the Surety) as Surety, are held firmly bound unto the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the Obligee), in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct Project 2013 Pavement Preservation which contract is hereby referred to and made a part of hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void, otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
AGENCY OF RECORD

\_\_\_\_\_  
PRINCIPAL SEAL

By \_\_\_\_\_

\_\_\_\_\_  
SURETY

By \_\_\_\_\_

\_\_\_\_\_  
AGENCY ADDRESS



- C. All owned, hired or non-owned automotive equipment used in connection with the insured operation.

---

It is agreed that none of these policies will be canceled or changed so as to affect this certificate until ten (10) days written notice of such cancellation or change has been delivered to the Town of Dewey-Humboldt.

It is further agreed that:

- (1) These policies shall not expire until all work has been completed and the project has been accepted by the Town of Dewey-Humboldt. **(If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to the Town of Dewey-Humboldt not less than five days prior to expiration date.)**

This certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

Date \_\_\_\_\_ Countersigned by \_\_\_\_\_

\_\_\_\_\_  
Signature



## TECHNICAL SPECIFICATIONS

The latest version of the Uniform Standard Specifications for Public Works construction sponsored and distributed by the Maricopa Association of Governments (MAG Specifications) are applicable to this project.

These Technical Specifications amend or supplement the latest version of the MAG Specifications and other provisions of the contract documents as indicated herein. All provisions which are not so amended or supplemented remain in full force and effect.

If a section of the MAG Specifications is deleted in these Technical Specifications, all other references to that section are subsequently deleted.

### **PART TS - 100                    GENERAL CONDITIONS**

**TS-102                    Bidding Requirements and Conditions** - Amend MAG Section 102 as follows:

TS-102.13                Delete MAG section 102.13 in its entirety and replace with the following:

Unless otherwise specified in the proposal pamphlet, the successful bidder may obtain 4 sets of plans and specifications, for the project from the Contracting Agency, at no cost.

**TS-104                    Scope of Work** - Amend MAG Section 104 as follows:

TS-104.1                Add the following paragraph to the end of MAG Section 104.1.1:

**Work includes a preservative pavement seal of approximately 6.85 miles of 18-22' wide roadway. Work also includes placing approximately 30 tons hot patch repair in preparation of sealant.**

**TS-105                    Control of Work** - Amend MAG Section 105 as follows:

TS-105.5                Amend the first paragraph of MAG Section 105.5 to read:

The Contractor will be supplied with a minimum of 4 sets of approved plans and specifications, one set of which the Contractor shall keep available on the work at all times.

TS-105.8                Delete MAG section 105.8 in its entirety.

**TS-106                    Control of Materials** - Amend MAG Section 106 as follows:

TS-106.2                Amend the first sentence of the second paragraph of MAG section 106.2 to read:

The contractor will pay for the initial or normal test required by the Engineer to guard against unsuitable materials or defective workmanship.

**TS-110**            **General Provisions** - Add the following section in its entirety.

TS-110.1            DESCRIPTION:

The work under this Section shall consist of the following:

- Obtaining all permits; Moving all materials and equipment onto the site; Furnishing and erecting construction facilities; Implementing security requirements; Providing onsite sanitary facilities; Arranging for and preparing CONTRACTOR'S work storage area; Developing a detailed construction schedule acceptable to ENGINEER; Provide and install project sign(s), fences, gates, etc.
- Preparation of reports, records and record drawings
- Preparation and processing pay requests, schedules, samples and shop drawings
- Equipment inspection and testing
- Materials testing of soils, concrete and asphalt concrete
- Providing patent and license fees
- Providing construction survey staking
- Paying all permit and temporary license fees
- Installing temporary construction power and wiring
- Protection of the work, property and persons
- Providing insurance and bonds
- Coordination with other contractors under separate contracts with the TOWN
- Provide a temporary land zone for construction facilities or material storage
- Provide guarantees, taxes, and environmental construction requirements
- Schedule conferences and meetings
- Provide traffic control, barricades, warning devices
- Provide surveys, schedules, reports and records preparation
- Notification of property owners and any other incidentals necessary or required to provide a complete project which is not included in other bid items
- Providing water and water meter to site necessary for construction

TS-110.2            METHOD OF MEASUREMENT:

No measurement will be made for this item.

TS-110.3            BASIS OF PAYMENT:

No separate payment will be made for this item. The work listed above will be included in the total project bid cost.

**PART TS – 300 STREETS AND RELATED WORK**

**PART TS – 333 Fog Seal Coats**

**TS-333.1**            **Description:** As written.

**TS- 333.2**            **Time of Application and weather conditions:** As written.

**TS- 333.3**            **Materials:**

**TS- 333.3.1**        **Emulsified Asphalt:** Add CQS-18.

**TS- 333.4**            **Test, Test Reports and Certificates:** As written.

**TS- 333.5**            **Preparation of surfaces:** Add following information to beginning of paragraph.  
Hot patch repair shall include providing ¾ inch AC to fill in various pot holes and

road shoulders. The work shall include tack and compaction of subgrade as well as compaction of the AC with steel drum compactor at various locations in Town.

**TS-333.6** Application of asphalt emulsion: Replace the second to the last sentence of the first paragraph with the sentences:

Application rate shall be between 0.08 and 0.12 gallons per square yard. The rates of application May vary because of different conditions within the project limits.

**TS-333.8** **Protection for Adjacent Property:** Add following information to the end of the section:

Contractor will be responsible for any and all clean up should oil contaminate any washes and/or drainage areas.

**TS-333.9** **Protection of Treated Surface:** As written

**TS-333.10** **Payment:** Payment for product will be in accordance with the agreed upon contract.

**TS-337** **ASPHALT CRACK SEAL**-add the following:

**TS-337.1** Crack sealing should consist of bituminous crack sealant per specification.

**TS-337.2** Materials:

Crack sealant shall be **PolyFlex 2** sealant manufactured by CRAFCO or approved equal.

**TS-337.5** Preparation of Surfaces:

Immediately before applying the sealant, cracks shall be cleaned of dirt and loose material by means of Compressed air, hand brooms with debris being swept to the shoulder of road. Cracks shall be clean To a minimum depth of .25-inches as possible. Cracks shall be filled flush with surrounding Pavement upon curing.

Pedestrian and Vehicle Protection:

Contractor shall protect pedestrian and vehicles from applied product until product has had sufficient time to cure.

**TS-337.9** Measurement and payment:

Crack seal shall be measured and paid for by the gallon complete and in place as specified in the bid Schedule.

## **PART TS – 400 RIGHT-OF-WAY AND TRAFFIC CONTROL**

**TS-401** **Traffic Control** – Delete MAG Section 401 in its entirety. Add the following:

### **Section 401 Construction Traffic Control**

**TS-401.1** Description

This item shall consist of traffic control devices, flagmen and/or pilot cars. All traffic control devices, the application of traffic control measures and traffic regulations in these specifications are to supplement and are not intended to delete any of the provisions of the Contracting Agency's Traffic Barricade Manual or any agency supplement to the manual of Uniform Traffic Control Devices. The

CONTRACTOR shall submit to the Engineer for approval a traffic control plan and schedule prior to commencing the construction.

**TS-401.2** Materials

All materials for traffic control devices and flagmen equipment for construction projects shall meet the Engineer's approval and conform to Part IV of the most current edition of the Manual of Uniform Traffic Control Devices.

**TS-401.3** Construction Methods

Traffic control devices shall consist of providing, erecting and maintaining necessary and adequate traffic control devices for the protection of the Work, the workmen, and the traveling public in conformance with industry standards and the approved plan.

**TS-401.3.1** Temporary control devices shall be used to guide traffic through construction areas. They include traffic cones to channelize traffic, portable barricades for warning, vertical panel channelizing devices to divert traffic and lighting devices between the hours of sunset and sunrise.

**A reader board is required 48Hours ahead of the Coating work in the areas of Smoki Trail (before Acoma Rd) and Blue ridge Rd (before White Dr). Message will read the dates that the work will be performed.**

**TS-401.3.2** Advance warning devices shall be used to alert the motorist of an obstruction in the roadway. They include diamond shaped signs, flags and flasher type high level warning devices mounted eight (8) feet above the roadway.

Traffic maintenance and control through the construction area for the duration of the project is the responsibility of the CONTRACTOR. The CONTRACTOR shall keep the road open and in an acceptable condition for traffic (local only if an alternate route is available) while the improvements are being made, unless a road closure is approved by the Engineer in advance. Twenty-four hour advance notification shall be given to the Engineer, all emergency services and schools prior to any partial or complete road closure. If the street is to remain open to traffic, the CONTRACTOR shall arrange his work so that only one side of the road is denied to traffic for any one time. During the hours of construction inactivity, two-way traffic shall be provided for. The contractor shall also provide and maintain in a safe condition temporary approaches or crossings and intersections with trails, streets, businesses, parking lots and garages at all times. Temporary ramps, when required, shall be constructed of asphalt and shall meet ADA requirements.

**TS-401.3.3** Traffic Regulations

Local roads within Dewey-Humboldt can be reduced, when construction requires, during the times indicated below:

A minimum of one lane with flagmen shall be maintained at all times during construction. During non-work hours a minimum of two lanes (one for each way) shall be maintained. Detours through side streets are allowed during working hours per the Town approved traffic control plan.

Contractor shall be responsible for creating a traffic control plan and obtaining an encroachment permit from ADOT to perform work at or near Highway 69 right-of-way.

Police Officer Requirements

When construction activities do not restrict traffic through the intersections, police officer hours may be reduced or suspended at the direction of the Engineer. Preference shall be given to using local police and sheriff department forces when available.

Local Access Requirements

The Contractor shall maintain local access to all side streets, access roads driveways, alleys, and parking lots at all times and shall notify resident 72 hours in advance of any restrictions, which will affect their access. The Contractor shall restore the access as soon as possible. If the primary access cannot be restored in a timely manner, the Contractor shall provide an alternative that shall be pre-determined with the residents prior to imposing restrictions. Any local street restrictions imposed shall be such that local area traffic circulation is maintained.

#### Business Access Requirements

Access shall be maintained to adjacent businesses at all times during their hours of operation. Access may be maintained by such measures as constructing driveways in half section, or by providing bridging over new concrete. Properties with multiple driveway access shall not have more than one driveway access restricted at any given time. While the one driveway is restricted, access to the other adjacent driveways shall be maintained and unrestricted. Each individual driveway access restriction shall be no more than fourteen (14) days prior to imposing restrictions.

#### Pedestrian Access Requirements

The Contractor shall ensure that all sidewalks on this project remain in compliance with the Americans with Disabilities Act (ADA) Standards. All open pedestrian walkway areas, paved or unpaved, shall be maintained and safely usable at all times. Such measures as backfilling or ramping to existing sidewalks, or providing alternate sidewalk areas adjacent to existing sidewalks may be used. In high pedestrian use areas, the Engineer may request temporary hard-surface walkways, such as plywood sheets to be installed at no additional cost to the Town.

#### Special Sign Requirements

The Contractor shall provide, erect, and maintain advance notification; informational; and directional access signs (for businesses, churches, hospitals, etc.) that may be required by the Engineer. The cost shall be included in the bid item for Traffic Control Devices.

#### Bus Stops

The Contractor shall maintain all existing bus stop locations on this project in a safe manner, or provide alternate bus stop locations and related directional signage as required by the Engineer.

#### Flagging of Traffic

Flagging of traffic will be permitted during work hours.

#### Traffic Control Plan

The Contractor shall submit a traffic control plan for approval, showing placement of all traffic control devices, including all conflict signs to be covered/removed or relocated, or other features that may conflict with the placement of temporary signage. This plan shall be submitted to the Engineer at the Pre-Construction meeting or before and to ADOT for work impacting Highway 69 prior to beginning work. The Contractor shall allow the Engineer two (2) calendar days for review and approval of an acceptable plan.

#### Temporary Traffic Control Zone and Safety

At the Pre-Construction meeting, the Contractor shall designate an employee, other than the Project Superintendent, who is knowledgeable in the principles and methods of proper traffic control and safety. This employee shall be available on the project side during all periods of construction to coordinated and maintain safe, acceptable, and effective temporary barricading whenever construction affects traffic. This person shall be the point of contact for the Engineer, and fully responsible for the Contractor's traffic control setup.

**TS-401.3.4** Sequence of Construction

The sequence of construction shall conform to the requirements of the Special Traffic Regulations. The project shall follow a phasing plan approved by the Engineer. All land shall be maintained on a paved surface or compacted all weather surfaces.

**TS-401.4** Method of Measurement

No measurement will be done for individual traffic control devices and signing. The lump sum amount for traffic control and signing, if listed in the Bid Schedule, shall be prorated over the length of the project and a portion of the lump sum paid accordingly on the partial pay estimates.

Whenever review by the Engineer determines that traffic maintenance and control is insufficient or deficient with the approved plan, a written list of deficiencies shall be provided to the CONTRACTOR. Deficiencies not corrected within 24 hours will result in a deduction from the CONTRACTOR's pay estimate based on current market prices for the deficient devices and flagmen, as appropriate. The deduction will continue until corrections have been made and verified by the Engineer. The CONTRACTOR will be provided with a written itemization of deductions.

**TS-401.5** Basis of Payment

Payment shall be made at the contract unit price, if listed in the Bid Schedule, for traffic control. This price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the item.

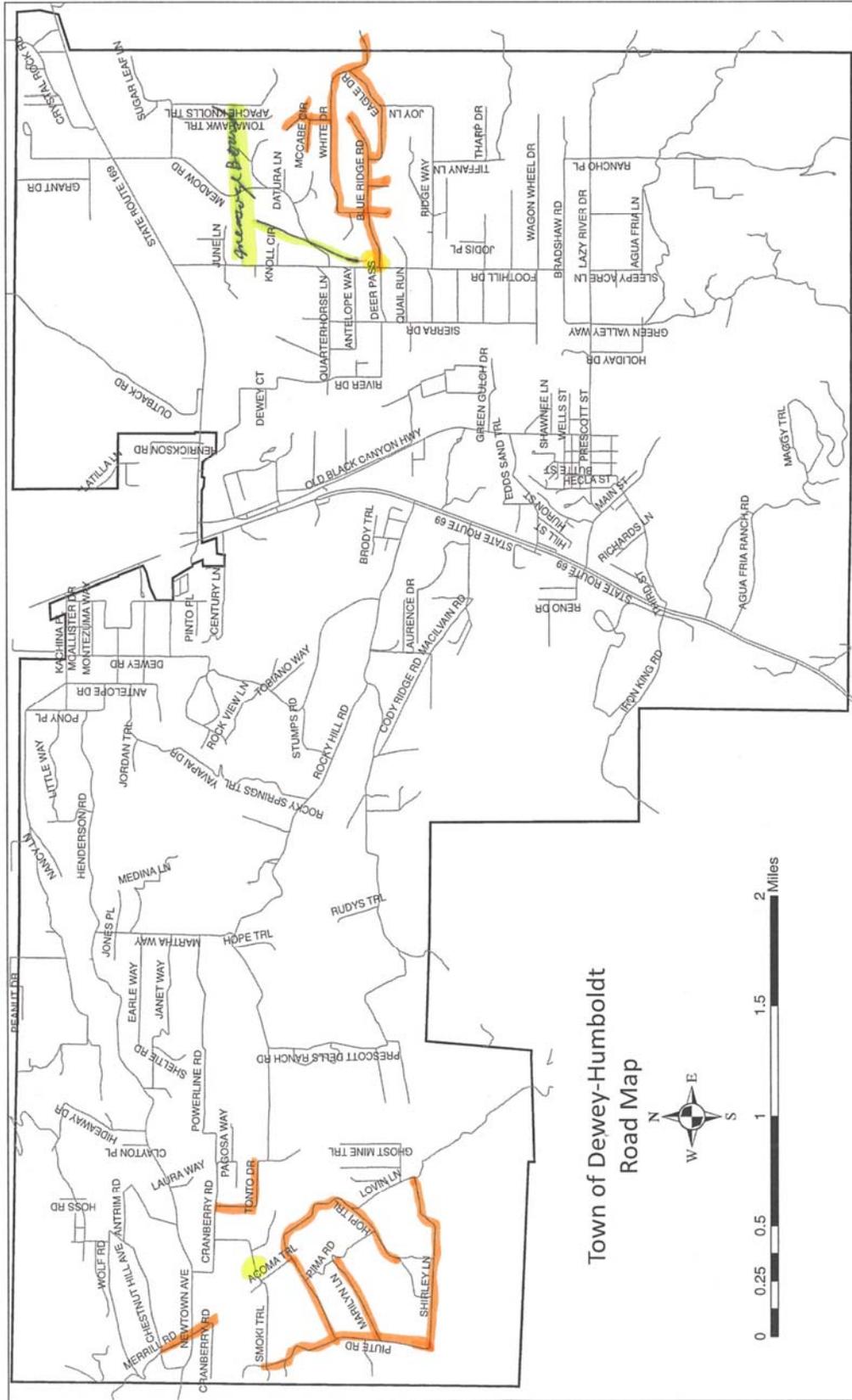
Payment will be made under:

Construction Traffic Control	Lump Sum (LS)
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# APPENDIX A

## (Project Road Diagram-2014 preservation roads)

2014 - Full Pavement Preservation Roads.



Locations of Message Boards.

**APPENDIX B**  
**Bid Schedule**  
**2014/2015**  
**Pavement Preservation Cost**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Total</b>
<b>1</b>	<b>Mobilization</b>	<b>1</b>	<b>LS</b>		
<b>2</b>	<b>Geotechnical Testing</b>	<b>1</b>	<b>LS</b>		
<b>3</b>	<b>Allowance for extra work</b>	<b>1</b>	<b>LS</b>	<b>\$4000.00</b>	
<b>4</b>	<b>Storm Water Pollution Prevention</b>	<b>1</b>	<b>LS</b>	<b>\$0.00</b>	
<b>5</b>	<b>Traffic Control</b>	<b>1</b>	<b>LS</b>		
<b>6</b>	<b>Prepare road surface with hot patch repair</b>	<b>25</b>	<b>Ton</b>		
<b>7</b>	<b>Fog Seal Per Mag Section 333 using CQS-18</b>	<b>83213</b>	<b>SY</b>		
<b>8</b>	<b>Double Yellow Centerline Stripe</b>	<b>0</b>	<b>LF</b>		
<b>9</b>					
<b>10</b>					
<b>11</b>	<b>Total</b>				

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

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**TOWN COUNCIL REGULAR MEETING**

**September 2, 2014, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item # 9.2. Consideration of a potential celebration commemorating the Town's 10<sup>th</sup> Anniversary.**

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Date submitted: August 28, 2014**

**Goal: To determine whether to plan for a more involved celebration for the 10<sup>th</sup> anniversary (other than a proclamation);**

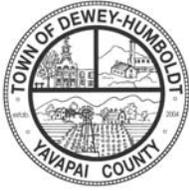
**Summary:**

The Town became officially incorporated on December 20, 2004. Its tenth incorporation anniversary is coming up in December, 2014. Staff felt that it would make sense to acknowledge and perhaps even celebrate the 10<sup>th</sup> anniversary. At least one council member has expressed desire to me considering celebrating this mile-marker date. Individual council members may have your ideas.

At the minimum level, staff recommends a proclamation for the anniversary which is to be read at a December 2014 council meeting.

Council may desire to have a more involved celebration. Staff needs to know some details so that we can plan accordingly. Budge-wise, aside from contributions to civic organizations, there is \$20,000 left in the Community Outreach account for council events, dumpster's day, community-wide survey and town branding.

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**TOWN COUNCIL REGULAR MEETING**

**September 2, 2014, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item # 10.1. Ordinance 14-107 to amend Town Code Title XII Chapter 130 to add new chapter "Fireworks (and Explosives)".**

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Date submitted: August 28, 2014**

**Option: Ordinance 14-107 Version 1- regulating both fireworks and explosives;  
Version 2- regulating fireworks only.**

**Summary:**

In April, at CM Wright's request (discussed at the April 15<sup>th</sup> meeting), Town Attorney was directed to prepare a fireworks ordinance. At the July 14<sup>th</sup> meeting, the Council discussed the proposed an ordinance regulating both fireworks and explosives. Council asked the Town Attorney to clarify the definition for "explosives" and the need to regulate such. The Town Attorney has addressed your questions in the August 4<sup>th</sup> memo which has been distributed to the Council.

Two versions of Ordinance 14-107 have been prepared to address Council's original desire of regulating "fireworks". Version 1 would regulate both "fireworks" and "explosives". Version 2 would only regulate "fireworks".

Attachments: Ordinance 14-107 two versions

**ORDINANCE No. 14-107**

**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 XII GENERAL OFFENSES, CHAPTER 130 GENERAL OFFENSES, TO ADD NEW SUBCHAPTER FIREWORKS AND EXPLOSIVES AND §§ 130.10 DEFINITIONS, 130.11 USE OF FIREWORKS; EXCEPTIONS, 130.12 SALE OF PERMISSIBLE CONSUMER FIREWORKS, 130.13 POSTING OF SIGNS BY PERSONS ENGAGED IN THE SALE OF PERMISSIBLE CONSUMER FIREWORKS, 130.14 LIABILITY FOR EMERGENCY RESPONSES RELATED TO USE OF FIREWORKS; DEFINITIONS, 130.15 EXPLOSIVES, AND 130.16 PENALTIES ALL RELATED TO THE SALE AND USE OF FIREWORKS AND EXPLOSIVES WITHIN THE TOWN LIMITS; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING PENALTIES**

**Whereas**, the Mayor and Council of the Town of Dewey-Humboldt find it necessary and prudent to adopt certain regulations to protect, enhance and promote the health, safety and welfare of its residents against injuries caused by the use of explosives, including permissible consumer fireworks; and

**Whereas**, due to the dry/desert like conditions, there is a danger of fire with the use of consumer fireworks in Dewey-Humboldt that can cause significant harm to Dewey-Humboldt and its residents; and

**Whereas**, A.R.S. § 36-1606 authorizes municipalities to regulate and prohibit some activities related to permissible consumer fireworks; and

**Whereas**, the adoption of regulations relating to prohibiting the use of permissible consumer fireworks and requiring a permit for possession and use of other explosives, is in the best interests of the citizens of Dewey-Humboldt,

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

Section I. In General

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title XIII General Offenses, Chapter 130 General Offenses is hereby amended to add new subchapter Fireworks and Explosives to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

## FIREWORKS AND EXPLOSIVES

### § 130.10 DEFINITIONS

THE FOLLOWING WORDS, TERMS AND PHRASES WHEN USED IN THIS SUBCHAPTER, HAVE THE MEANINGS ASCRIBED TO THEM IN THIS SECTION, EXCEPT WHERE THE CONTEXT CLEARLY INDICATES A DIFFERENT MEANING:

- (1) *CONSUMER FIREWORK* MEANS THOSE FIREWORKS DEFINED BY A.R.S. § 36-1601.
- (2) *DISPLAY FIREWORK* MEANS THOSE FIREWORKS DEFINED BY A.R.S. § 36-1601.
- (3) *EXPLOSIVES* MEANS ANY DYNAMITE, NITROGLYCERINE, BLACK POWDER, OR OTHER SIMILAR EXPLOSIVE MATERIAL, INCLUDING PLASTIC EXPLOSIVES. "EXPLOSIVES" DOES NOT INCLUDE AMMUNITION OR AMMUNITION COMPONENTS SUCH AS PRIMERS, PERCUSSION CAPS, SMOKELESS POWDER, BLACK POWDER AND BLACK POWDER SUBSTITUTES USED FOR HAND LOADING PURPOSES.
- (4) *FIRE CHIEF* MEANS THE CHIEF OF THE CENTRAL YAVAPAI FIRE DISTRICT.
- (5) *FIREWORKS* MEANS ANY COMBUSTIBLE OR EXPLOSIVE COMPOSITION, SUBSTANCE OR COMBINATION OF SUBSTANCES, OR ANY ARTICLE PREPARED FOR THE PURPOSE OF PRODUCING A VISIBLE OR AUDIBLE EFFECT BY COMBUSTION, EXPLOSION, DEFLAGRATION OR DETONATION, THAT IS A CONSUMER FIREWORK OR DISPLAY FIREWORK AS DEFINED BY A.R.S. § 36-1601.
- (6) *NOVELTY ITEMS* MEANS FEDERALLY DEREGULATED NOVELTY ITEMS THAT ARE KNOWN AS SNAPPERS, SNAP CAPS, PARTY POPPERS, GLOW WORMS, SNAKES, TOY SMOKE DEVICES, SPARKLERS, AND CERTAIN TOYS.
- (7) *PERMISSIBLE CONSUMER FIREWORKS* MEANS THOSE FIREWORKS AS DEFINED BY A.R.S. § 36-1601.
- (8) *SUPERVISED PUBLIC DISPLAY* MEANS A MONITORED PERFORMANCE OF DISPLAY FIREWORKS OPEN TO THE PUBLIC AND AUTHORIZED BY PERMIT BY THE TOWN.

**§ 130.11 USE OF FIREWORKS; EXCEPTIONS**

- (A) THE USE, DISCHARGE OR IGNITION OF FIREWORKS AND PERMISSIBLE CONSUMER FIREWORKS, WITHIN THE TOWN IS PROHIBITED EXCEPT AS PROVIDED FOR IN THIS SECTION.
- (B) THE USE OF PERMISSIBLE CONSUMER FIREWORKS IS PROHIBITED WITHIN THE CORPORATE LIMITS OF THE TOWN EXCEPT FROM JUNE 24 THROUGH JULY 6 AND DECEMBER 24 THROUGH JANUARY 3 EACH YEAR. THE USE OF PERMISSIBLE CONSUMER FIREWORKS IS ALSO PROHIBITED WHEN A FEDERAL OR STATE AGENCY IMPLEMENTS STAGE ONE FIRE RESTRICTIONS IN ANY PORTION OF YAVAPAI COUNTY IN EFFECT FOR ANY ONE OR MORE OF THE DAYS LISTED IN THIS SUBSECTION.
- (C) NOTHING IN THIS SECTION OR ARTICLE SHALL BE CONSTRUED TO PROHIBIT THE USE, DISCHARGE OR IGNITION OF NOVELTY ITEMS OR THE OCCURRENCE OF A SUPERVISED PUBLIC DISPLAY OF FIREWORKS.
- (D) PERMITS MAY BE GRANTED BY THE TOWN FOR CONDUCTING A PROPERLY SUPERVISED PUBLIC DISPLAY OF FIREWORKS. EVERY SUCH SUPERVISED PUBLIC DISPLAY OF FIREWORKS SHALL BE OF SUCH CHARACTER AND SO LOCATED, DISCHARGED OR FIRED, ONLY AFTER PROPER INSPECTION AND IN A MANNER THAT DOES NOT ENDANGER PERSONS, ANIMALS, OR PROPERTY. A PERMIT SHALL NOT BE ISSUED, AND MAY BE REVOKED, DURING TIME PERIODS OF HIGH FIRE DANGER WARNINGS. NO SUCH PERMIT SHALL BE ISSUED UNLESS REVIEWED AND APPROVED BY THE FIRE CHIEF WHO HAS AUTHORITY TO AND MAY IMPOSE REASONABLE CONDITIONS ON ANY PERMITS GRANTED.

**§130.12 SALE OF PERMISSIBLE CONSUMER FIREWORKS**

- (A) NO PERSON SHALL SELL OR PERMIT OR AUTHORIZE THE SALE OF PERMISSIBLE CONSUMER FIREWORKS TO A PERSON WHO IS UNDER 16 YEARS OF AGE.
- (B) NO PERSON SHALL SELL OR PERMIT OR AUTHORIZE THE SALE OF PERMISSIBLE CONSUMER FIREWORKS IN CONFLICT WITH STATE LAW.
- (C) THE SALE OF PERMISSIBLE CONSUMER FIREWORKS IS PROHIBITED WITHIN THE CORPORATE LIMITS OF THE TOWN EXCEPT FROM MAY 20 THROUGH JULY 6 AND DECEMBER 10 THROUGH JANUARY 3 EACH YEAR. THE SALE OF PERMISSIBLE CONSUMER FIREWORKS IS ALSO PROHIBITED WHEN A FEDERAL OR STATE AGENCY IMPLEMENTS STAGE ONE FIRE RESTRICTIONS IN ANY PORTION OF YAVAPAI COUNTY IN

EFFECT FOR ANY ONE OR MORE OF THE DAYS LISTED IN THIS SUBSECTION.

**§ 130.13 POSTING OF SIGNS BY PERSONS ENGAGED IN THE SALE OF PERMISSIBLE CONSUMER FIREWORKS**

- (A) PRIOR TO THE SALE OF PERMISSIBLE CONSUMER FIREWORKS, EVERY PERSON ENGAGED IN SUCH SALES SHALL PROMINENTLY DISPLAY SIGNS INDICATING THE FOLLOWING:
- (1) THE USE OF FIREWORKS AND PERMISSIBLE CONSUMER FIREWORKS, EXCEPT NOVELTY ITEMS AS DEFINED IN THIS SUBCHAPTER IS PROHIBITED WITHIN THE LIMITS OF THE TOWN OF DEWEY-HUMBOLDT EXCEPT FROM JUNE 24 THROUGH JULY 6 AND DECEMBER 24 THROUGH JANUARY 3 EACH YEAR.
  - (2) PERMISSIBLE CONSUMER FIREWORKS AUTHORIZED FOR SALE UNDER STATE LAW MAY NOT BE SOLD TO PERSONS UNDER THE AGE OF 16.
- (B) SIGNS REQUIRED UNDER THIS SECTION SHALL BE PLACED AT EACH CASH REGISTER AND IN EACH AREA WHERE FIREWORKS ARE DISPLAYED FOR SALE.
- (C) THE TOWN, IN COLLABORATION WITH THE FIRE CHIEF OR HIS DESIGNEE, SHALL DEVELOP REGULATIONS CONCERNING THE SIZE AND COLOR OF THE REQUIRED SIGNS AND SHALL DEVELOP A MODEL SIGN. THE REQUIRED SIGN REGULATIONS AND MODEL SIGN SHALL BE POSTED ON THE TOWN'S WEBSITE AND FILED WITH THE CLERK'S OFFICE.

**§ 130.14 LIABILITY FOR EMERGENCY RESPONSES RELATED TO USE OF FIREWORKS; DEFINITIONS**

- (A) A PERSON WHO INAPPROPRIATLY OR NEGLIGENTLY USES, DISCHARGES OR IGNITES PERMISSIBLE CONSUMER FIREWORKS, FIREWORKS OR ANYTHING THAT IS DESIGNED OR INTENDED TO RISE INTO THE AIR AND EXPLODE OR TO DETONATE IN THE AIR OR TO FLY ABOVE THE GROUND, IS LIABLE FOR THE EXPENSES OF ANY EMERGENCY RESPONSE THAT IS REQUIRED BY SUCH USE, DISCHARGE OR IGNITION. THE FACT THAT A PERSON IS CONVICTED OR FOUND RESPONSIBLE FOR A VIOLATION(S) OF THIS ARTICLE IS PRIMA FACIE EVIDENCE OF LIABILITY UNDER THIS SECTION.

- (B) THE EXPENSES OF AN EMERGENCY RESPONSE ARE A CHARGE AGAINST THE PERSON LIABLE FOR THOSE EXPENSES PURSUANT TO SUBPART A OF THIS SECTION. THE CHARGE CONSTITUTES A DEBT OF THAT PERSON AND MAY BE COLLECTED PROPORTIONATELY BY THE PUBLIC AGENCIES, FOR-PROFIT ENTITIES OR NOT-FOR PROFIT ENTITIES THAT INCURRED THE EXPENSES. THE PERSON'S LIABILITY FOR THE EXPENSE OF AN EMERGENCY RESPONSE SHALL NOT EXCEED \$10,000.00 FOR A SINGLE INCIDENT. THE LIABILITY IMPOSED UNDER THIS SECTION IS IN ADDITION TO AND NOT IN LIMITATION OF ANY OTHER LIABILITY THAT MAY BE IMPOSED.
- (C) FOR THE PURPOSES OF THIS SECTION:
- (1) "EXPENSES OF AN EMERGENCY RESPONSE" MEANS REASONABLE COSTS DIRECTLY INCURRED BY PUBLIC AGENCIES, FOR-PROFIT ENTITIES OR NOT-FOR-PROFIT ENTITIES THAT MAKE AN APPROPRIATE EMERGENCY RESPONSE TO AN INCIDENT.
- (2) "REASONABLE COSTS" INCLUDES THE COSTS OF PROVIDING POLICE, FIRE FIGHTING, RESCUE AND EMERGENCY MEDICAL SERVICES AT THE SCENE OF AN INCIDENT AND THE SALARIES OF THE PERSONS WHO RESPOND TO THE INCIDENT.

**§ 130.15 EXPLOSIVES**

- (A) IT IS UNLAWFUL AND A PUBLIC NUISANCE FOR ANY PERSON WITHIN THE LIMITS OF THE TOWN TO POSSESS, BLAST OR USE EXPLOSIVES WITHOUT A PERMIT FROM THE TOWN, AS REVIEWED AND APPROVED BY THE FIRE CHIEF.
- (B) FAILURE TO COMPLY WITH ANY MUNICIPAL, COUNTY, STATE AND FEDERAL LAWS, RULES AND REGULATIONS RELATED TO THE POSSESSION, SALE AND USE OF EXPLOSIVES WITHIN THE TOWN SHALL BE DEEMED A VIOLATION OF THIS CODE.

**§ 130.16 PENALTIES**

- (A) A PERSON FOUND GUILTY OF A VIOLATION OF ANY PROVISION IN SECTIONS 130.11 THROUGH 130.14 SHALL BE SUBJECT TO A CIVIL PENALTY OF ONE THOUSAND DOLLARS.
- (B) A PERSON FOUND GUILTY OF VIOLATING ANY PROVISION OF SECTION 130.15 SHALL BE GUILTY OF A CLASS ONE MISDEMEANOR, AND UPON CONVICTION THEREOF SHALL BE PUNISHABLE BY A FINE OR BY IMPRISONMENT OR BOTH SUCH FINE AND IMPRISONMENT, AS SET FORTH IN SECTION 10.99(B) OF THE DEWEY-HUMBOLDT CODE OF

ORDINANCES. EACH DAY THAT A VIOLATION CONTINUES SHALL BE A SEPARATE OFFENSE PUNISHABLE AS HEREIN DESCRIBED.

Section II. Savings Clause

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

Section III. Repeal of Conflicting Ordinance

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

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2014, by the following vote:

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

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

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

I, JUDY MORGAN, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. \_\_\_\_\_ ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_, WAS POSTED IN THREE PLACES ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_.

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Judy Morgan, Town Clerk

**ORDINANCE No. 14-107**

**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 XII GENERAL OFFENSES, CHAPTER 130 GENERAL OFFENSES, TO ADD NEW SUBCHAPTER FIREWORKS AND §§ 130.10 DEFINITIONS, 130.11 USE OF FIREWORKS; EXCEPTIONS, 130.12 SALE OF PERMISSIBLE CONSUMER FIREWORKS, 130.13 POSTING OF SIGNS BY PERSONS ENGAGED IN THE SALE OF PERMISSIBLE CONSUMER FIREWORKS, 130.14 LIABILITY FOR EMERGENCY RESPONSES RELATED TO USE OF FIREWORKS; DEFINITIONS, AND 130.15 PENALTIES ALL RELATED TO THE SALE AND USE OF FIREWORKS WITHIN THE TOWN LIMITS; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING PENALTIES**

**Whereas**, the Mayor and Council of the Town of Dewey-Humboldt find it necessary and prudent to adopt certain regulations to protect, enhance and promote the health, safety and welfare of its residents against injuries caused by the use of permissible consumer fireworks; and

**Whereas**, due to the dry/desert like conditions, there is a danger of fire with the use of consumer fireworks in Dewey-Humboldt that can cause significant harm to Dewey-Humboldt and its residents; and

**Whereas**, A.R.S. § 36-1606 authorizes municipalities to regulate and prohibit some activities related to permissible consumer fireworks; and

**Whereas**, the adoption of regulations relating to prohibiting the use of permissible consumer fireworks is in the best interests of the citizens of Dewey-Humboldt,

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

Section I. In General

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title XIII General Offenses, Chapter 130 General Offenses is hereby amended to add new subchapter Fireworks to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

**FIREWORKS**

**§ 130.10 DEFINITIONS**

THE FOLLOWING WORDS, TERMS AND PHRASES WHEN USED IN THIS SUBCHAPTER, HAVE THE MEANINGS ASCRIBED TO THEM IN THIS SECTION, EXCEPT WHERE THE CONTEXT CLEARLY INDICATES A DIFFERENT MEANING:

- (1) *CONSUMER FIREWORK* MEANS THOSE FIREWORKS DEFINED BY A.R.S. § 36-1601.
- (2) *DISPLAY FIREWORK* MEANS THOSE FIREWORKS DEFINED BY A.R.S. § 36-1601.
- (3) *FIRE CHIEF* MEANS THE CHIEF OF THE CENTRAL YAVAPAI FIRE DISTRICT.
- (4) *FIREWORKS* MEANS ANY COMBUSTIBLE OR EXPLOSIVE COMPOSITION, SUBSTANCE OR COMBINATION OF SUBSTANCES, OR ANY ARTICLE PREPARED FOR THE PURPOSE OF PRODUCING A VISIBLE OR AUDIBLE EFFECT BY COMBUSTION, EXPLOSION, DEFLAGRATION OR DETONATION, THAT IS A CONSUMER FIREWORK OR DISPLAY FIREWORK AS DEFINED BY A.R.S. § 36-1601.
- (5) *NOVELTY ITEMS* MEANS FEDERALLY DEREGULATED NOVELTY ITEMS THAT ARE KNOWN AS SNAPPERS, SNAP CAPS, PARTY POPPERS, GLOW WORMS, SNAKES, TOY SMOKE DEVICES, SPARKLERS, AND CERTAIN TOYS.
- (6) *PERMISSIBLE CONSUMER FIREWORKS* MEANS THOSE FIREWORKS AS DEFINED BY A.R.S. § 36-1601.
- (7) *SUPERVISED PUBLIC DISPLAY* MEANS A MONITORED PERFORMANCE OF DISPLAY FIREWORKS OPEN TO THE PUBLIC AND AUTHORIZED BY PERMIT BY THE TOWN.

**§ 130.11 USE OF FIREWORKS; EXCEPTIONS**

- (A) THE USE, DISCHARGE OR IGNITION OF FIREWORKS AND PERMISSIBLE CONSUMER FIREWORKS, WITHIN THE TOWN IS PROHIBITED EXCEPT AS PROVIDED FOR IN THIS SECTION.
- (B) THE USE OF PERMISSIBLE CONSUMER FIREWORKS IS PROHIBITED WITHIN THE CORPORATE LIMITS OF THE TOWN EXCEPT FROM JUNE 24 THROUGH JULY 6 AND DECEMBER 24 THROUGH JANUARY 3 EACH YEAR. THE USE OF PERMISSIBLE CONSUMER FIREWORKS IS ALSO PROHIBITED WHEN A FEDERAL OR STATE AGENCY IMPLEMENTS

STAGE ONE FIRE RESTRICTIONS IN ANY PORTION OF YAVAPAI COUNTY IN EFFECT FOR ANY ONE OR MORE OF THE DAYS LISTED IN THIS SUBSECTION.

- (C) NOTHING IN THIS SECTION OR ARTICLE SHALL BE CONSTRUED TO PROHIBIT THE USE, DISCHARGE OR IGNITION OF NOVELTY ITEMS OR THE OCCURRENCE OF A SUPERVISED PUBLIC DISPLAY OF FIREWORKS.
- (D) PERMITS MAY BE GRANTED BY THE TOWN FOR CONDUCTING A PROPERLY SUPERVISED PUBLIC DISPLAY OF FIREWORKS. EVERY SUCH SUPERVISED PUBLIC DISPLAY OF FIREWORKS SHALL BE OF SUCH CHARACTER AND SO LOCATED, DISCHARGED OR FIRED, ONLY AFTER PROPER INSPECTION AND IN A MANNER THAT DOES NOT ENDANGER PERSONS, ANIMALS, OR PROPERTY. A PERMIT SHALL NOT BE ISSUED, AND MAY BE REVOKED, DURING TIME PERIODS OF HIGH FIRE DANGER WARNINGS. NO SUCH PERMIT SHALL BE ISSUED UNLESS REVIEWED AND APPROVED BY THE FIRE CHIEF WHO HAS AUTHORITY TO AND MAY IMPOSE REASONABLE CONDITIONS ON ANY PERMITS GRANTED.

**§130.12 SALE OF PERMISSIBLE CONSUMER FIREWORKS**

- (A) NO PERSON SHALL SELL OR PERMIT OR AUTHORIZE THE SALE OF PERMISSIBLE CONSUMER FIREWORKS TO A PERSON WHO IS UNDER 16 YEARS OF AGE.
- (B) NO PERSON SHALL SELL OR PERMIT OR AUTHORIZE THE SALE OF PERMISSIBLE CONSUMER FIREWORKS IN CONFLICT WITH STATE LAW.
- (C) THE SALE OF PERMISSIBLE CONSUMER FIREWORKS IS PROHIBITED WITHIN THE CORPORATE LIMITS OF THE TOWN EXCEPT FROM MAY 20 THROUGH JULY 6 AND DECEMBER 10 THROUGH JANUARY 3 EACH YEAR. THE SALE OF PERMISSIBLE CONSUMER FIREWORKS IS ALSO PROHIBITED WHEN A FEDERAL OR STATE AGENCY IMPLEMENTS STAGE ONE FIRE RESTRICTIONS IN ANY PORTION OF YAVAPAI COUNTY IN EFFECT FOR ANY ONE OR MORE OF THE DAYS LISTED IN THIS SUBSECTION.

**§ 130.13 POSTING OF SIGNS BY PERSONS ENGAGED IN THE SALE OF PERMISSIBLE CONSUMER FIREWORKS**

- (A) PRIOR TO THE SALE OF PERMISSIBLE CONSUMER FIREWORKS, EVERY PERSON ENGAGED IN SUCH SALES SHALL PROMINENTLY DISPLAY SIGNS INDICATING THE FOLLOWING:

- (1) THE USE OF FIREWORKS AND PERMISSIBLE CONSUMER FIREWORKS, EXCEPT NOVELTY ITEMS AS DEFINED IN THIS SUBCHAPTER IS PROHIBITED WITHIN THE LIMITS OF THE TOWN OF DEWEY-HUMBOLDT EXCEPT FROM JUNE 24 THROUGH JULY 6 AND DECEMBER 24 THROUGH JANUARY 3 EACH YEAR.
  - (2) PERMISSIBLE CONSUMER FIREWORKS AUTHORIZED FOR SALE UNDER STATE LAW MAY NOT BE SOLD TO PERSONS UNDER THE AGE OF 16.
- (B) SIGNS REQUIRED UNDER THIS SECTION SHALL BE PLACED AT EACH CASH REGISTER AND IN EACH AREA WHERE FIREWORKS ARE DISPLAYED FOR SALE.
  - (C) THE TOWN, IN COLLABORATION WITH THE FIRE CHIEF OR HIS DESIGNEE, SHALL DEVELOP REGULATIONS CONCERNING THE SIZE AND COLOR OF THE REQUIRED SIGNS AND SHALL DEVELOP A MODEL SIGN. THE REQUIRED SIGN REGULATIONS AND MODEL SIGN SHALL BE POSTED ON THE TOWN'S WEBSITE AND FILED WITH THE CLERK'S OFFICE.

**§ 130.14 LIABILITY FOR EMERGENCY RESPONSES RELATED TO USE OF FIREWORKS; DEFINITIONS**

- (A) A PERSON WHO INAPPROPRIATLY OR NEGLIGENTLY USES, DISCHARGES OR IGNITES PERMISSIBLE CONSUMER FIREWORKS, FIREWORKS OR ANYTHING THAT IS DESIGNED OR INTENDED TO RISE INTO THE AIR AND EXPLODE OR TO DETONATE IN THE AIR OR TO FLY ABOVE THE GROUND, IS LIABLE FOR THE EXPENSES OF ANY EMERGENCY RESPONSE THAT IS REQUIRED BY SUCH USE, DISCHARGE OR IGNITION. THE FACT THAT A PERSON IS CONVICTED OR FOUND RESPONSIBLE FOR A VIOLATION(S) OF THIS ARTICLE IS PRIMA FACIE EVIDENCE OF LIABILITY UNDER THIS SECTION.
- (B) THE EXPENSES OF AN EMERGENCY RESPONSE ARE A CHARGE AGAINST THE PERSON LIABLE FOR THOSE EXPENSES PURSUANT TO SUBPART A OF THIS SECTION. THE CHARGE CONSTITUTES A DEBT OF THAT PERSON AND MAY BE COLLECTED PROPORTIONATELY BY THE PUBLIC AGENCIES, FOR-PROFIT ENTITIES OR NOT-FOR PROFIT ENTITIES THAT INCURRED THE EXPENSES. THE PERSON'S LIABILITY FOR THE EXPENSE OF AN EMERGENCY RESPONSE SHALL NOT EXCEED \$10,000.00 FOR A SINGLE INCIDENT. THE LIABILITY IMPOSED UNDER THIS SECTION IS IN ADDITION TO AND NOT IN LIMITATION OF ANY OTHER LIABILITY THAT MAY BE IMPOSED.

(C) FOR THE PURPOSES OF THIS SECTION:

- (1) "EXPENSES OF AN EMERGENCY RESPONSE" MEANS REASONABLE COSTS DIRECTLY INCURRED BY PUBLIC AGENCIES, FOR-PROFIT ENTITIES OR NOT-FOR-PROFIT ENTITIES THAT MAKE AN APPROPRIATE EMERGENCY RESPONSE TO AN INCIDENT.
- (2) "REASONABLE COSTS" INCLUDES THE COSTS OF PROVIDING POLICE, FIRE FIGHTING, RESCUE AND EMERGENCY MEDICAL SERVICES AT THE SCENE OF AN INCIDENT AND THE SALARIES OF THE PERSONS WHO RESPOND TO THE INCIDENT.

**§ 130.15 PENALTIES**

A PERSON FOUND GUILTY OF A VIOLATION OF ANY PROVISION IN SECTIONS 130.11 THROUGH 130.14 SHALL BE SUBJECT TO A CIVIL PENALTY OF ONE THOUSAND DOLLARS.

Section II. Savings Clause

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

Section III. Repeal of Conflicting Ordinance

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

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2014, by the following vote:

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

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

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

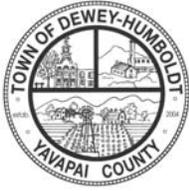
\_\_\_\_\_  
Judy Morgan, Town Clerk

APPROVED AS TO FORM:

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

I, JUDY MORGAN, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. \_\_\_\_\_ ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2014, WAS POSTED IN THREE PLACES ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

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



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

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**TOWN COUNCIL REGULAR MEETING**

**September 2, 2014, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item # 10.2. Resolution to authorize acquisition of the museum building.**

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Date submitted: August 28, 2014**

**Options:**

**A) if the Council is interested in purchasing the Museum property, adopt the Resolution;**

**B) if the Council is not interested in the property purchase, reject the Resolution**

**Summary:**

At the July 15, 2014 meeting, at CM Wright's request, the Council discussed your interest in purchasing the properties located at 2735 S. Corral St. (the library building) and 12925 E. Main St. (the museum building) in an executive session. The Council gave directions to staff and I have obtained the information you requested. As a procedure, the next step is to prepare a resolution to authorize staff to conduct preparatory work should Council desire to acquire the property. If Council does not desire to purchase, you can reject the resolution.

**RESOLUTION NO. 14-113**

**A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN ATTORNEY TO OBTAIN APPRAISALS AND LEGAL DESCRIPTIONS AND TAKE OTHER NECESSARY ACTIONS PREPARATORY TO ACQUIRING TITLE TO CERTAIN PARCELS OF REAL PROPERTY ON BEHALF OF THE TOWN BY DONATION, EMINENT DOMAIN OR PURCHASE FOR GENERAL GOVERNMENT PURPOSES.**

**WHEREAS**, the continued growth and development of the Town of Dewey-Humboldt requires the acquisition of certain real property; and

**WHEREAS**, the Common Council of the Town of Dewey-Humboldt finds that the acquisition of property generally located at 12925 E. Main St., Dewey-Humboldt, Arizona may be necessary for municipal government purposes; and

**WHEREAS**, prior to acquisition of such property, an appraisal and a legal description must be prepared and other actions preparatory to such acquisition may be necessary,

**NOW, THEREFORE BE IT RESOLVED** by the Common Council of the Town of Dewey-Humboldt, County of Yavapai, Arizona:

1. That the Town Manager and Town Attorney are hereby authorized and directed to obtain appraisals and legal descriptions and take other necessary actions preparatory to acquisition of certain parcels of real property on behalf of the Town; and
2. That the Town Manager is directed to present the above information to the Council for possible approval to proceed with the acquisition.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona this \_\_\_ day of \_\_\_\_\_, 2014.

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Terry Nolan, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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