

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

Tuesday, March 3, 2015, 6:30 P.M.

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

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

AGENDA

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

1. Call To Order.

2. Opening Ceremonies.

2.1. Pledge of Allegiance.

2.2. Invocation.

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

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

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

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

5.1. Town Transit Privilege Tax Contractor Presentation and Work Plan.

6. Consent Agenda.

6.1. Minutes. Minutes from the January 13, 2015 Work Session, February 10, 2015 Work Session.

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

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

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

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

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

8.4. Ordinance 15-111 to amend Town Code 30.109 Protocol at Meetings (C) Procedures. (As directed at the 2/19/15 Study Session)

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

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

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

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

10. Public Hearing Agenda.

THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.

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

12. Adjourn.

For Your Information:

Next Town Council Meeting: Tuesday, March 17, 2015, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, March 5, 2015, at 6:00 p.m.

Next Town Council Work Session: Tuesday, March 10, 2015, at 2:00 p.m.

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

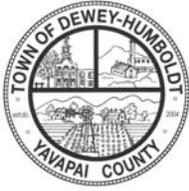
Certification of Posting

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Dewey-Humboldt Town Hall, 2735 South Highway 69, Humboldt, Arizona, Chevron Station, 2735 South Highway 69, Humboldt, Arizona, Blue Ridge Market, Highway 69 and Kachina Drive, Dewey, Arizona, on the ____ day of _____, 2015, at ____ p.m. in accordance with the statement filed by the Town of Dewey-Humboldt with the Town Clerk, Town of Dewey-Humboldt.

By: _____, Town Clerk's Office.

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

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

TOWN COUNCIL REGULAR SESSION

March 3, 2015, 6:30 p.m. Town Council Meeting Chambers

Agenda Item: # 5.1. Town's Transaction Privilege Tax (TPT) Contractor Presentation and Work Plan.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: February 24, 2015

Summary:

Town Council authorized a one and half year contract with Don Zelechowski, CPA, before the New Year for Transaction Privilege Tax (TPT) auditing services.

TPT is a very complicated subject and the State is attempting to undergo complex changes to its collection of local TPTs. Over the years, TPT revenues have not been closely monitored or enforced due to its complexity and the lack of in-house expertise.

Recently, Mr. Zelechowski and staff met and discussed the priorities and work plan for his services. He suggests two areas of focus to begin the process: letters to contractors and letters to property owners who engage in rental business (commercial property rental and qualified residential properties). We also discussed the arrangement of Mr. Zelechowski having office hours once a month in town hall.

Mr. Zelechowski will be attending the meeting and will answer any questions you may have. I have attached the draft letters prepared by Mr. Zelechowski.

Town of Dewey-Humboldt
P.O. Box 69, 2735 S. Hwy. 69
Dewey-Humboldt, AZ 86329
928-632-7362

Summary of the Dewey-Humboldt Transaction Privilege Tax Code

This information is intended to provide general information about the Dewey-Humboldt transaction privilege tax code. The Arizona Dept. of Revenue administers the Dewey-Humboldt transaction privilege tax (TPT). You will obtain your TPT license, file your TPT returns, and make your tax payments through the Arizona Dept. of Revenue (ADOR). ADOR will process your returns and maintain your TPT accounting records. The ADOR offers an excellent website located at <http://www.azdor.gov/> from which you can obtain forms and information pertaining to your business taxes.

The state of Arizona has a separate tax code, while the cities/towns of Arizona utilize the Model Town Tax Code. The Model Tax Code can be found at <http://modelcitytaxcode.az.gov/>. From this website you can review the Local and Model Options selected by the Town of Dewey-Humboldt.

The following business categories are subject to the Dewey-Humboldt transaction privilege tax: Amusements; Advertising; Job Printing; Retail; Utilities; Telecommunications; Contracting; Rental of Real Property; Hotel; Publishing; Manufactured Buildings; Rental of Personal Property; and others.

For further information regarding the Town of Dewey-Humboldt transaction privilege tax and its application to these business categories, please contact Don Zelechowski, Dewey-Humboldt tax specialist, at 480-367-8421 or by email at “thedonzz2004@yahoo.com”.

Below are information briefs on the transaction privilege tax of the Town of Dewey-Humboldt for the following business categories:

Real Property Rentals: The gross receipts from all commercial property rentals located within the Town of Dewey-Humboldt are subject to tax. Residential rental property is taxable if the property owner has three or more residential rentals in Arizona. However, a single unit of residential rental property becomes taxable if the property owner has any commercial rental property in Arizona. Further, all rental property managed by a property manager are subject to the tax even if it otherwise would be exempt if under the owner's care. The Town's 2.0% privilege tax is levied on the party that leases to the tenant in actual possession.

Construction Contracting/Speculative Builders: The Town of Dewey-Humboldt levies a 2.0% privilege tax on the gross receipts of all construction contractors and speculative builders for projects constructed in Dewey-Humboldt. Dewey-Humboldt does not allow a land deduction from the gross receipts of speculative builders. Gross receipts include labor, materials and other charges to customers. Deductions from gross receipts include the 35% standard contracting deduction. The Arizona/Yavapai County privilege tax is reported on the contracting listed as "Yavapai County" and the rate is 6.35%.

Advertising: The gross receipts from the sale of local advertising in newspapers, radio, billboards or any other manner within the Town limits of Dewey-Humboldt is subject to tax. Publishers of free magazines and other literature, e.g., coffee shop newsletters, are also subject to this tax.

Telecommunications: Telecommunication devices are subject to the Town of Dewey-Humboldt TPT rate of 2.0%. This includes portable phones, pagers, etc. For portable devices, the TPT tax is to be reported to the city/town of the billing address of the customer.

Retail Sales: The sale of tangible personal property at retail is subject to the Town's 2.0% privilege tax. Food for home consumption is subject to a 2.0% Dewey-Humboldt tax only. The Town of Dewey-Humboldt taxes the sale of art, including original artwork that is commissioned. The Town also taxes the sale of retail items to non-residents who purchase the items in the Town, regardless of whether or not it is shipped to an out of state location.

Sale of food or items for home consumption: The sales of items intended for home consumption are subject to tax by the Town, but are exempt from Arizona state tax. Sales of deli type food items, hot and cold beverages sold in open containers, and other similar food items are considered restaurant sales and are taxable by the Town and the State of Arizona. One example is a beverage bar in a convenience store, where hot and cold beverages are sold. Another example would be a deli in a grocery store.

Below are the Dewey-Humboldt Tax Codes under which you must file and pay your Town of Dewey-Humboldt privilege tax on your Arizona Transaction Privilege Tax

return. If the Town of Dewey-Humboldt does not appear on your return, please add it by writing/typing it in the proper columns. Your State of Arizona privilege tax must be reported under the proper business class for Yavapai County.

Town of Dewey-Humboldt
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Dewey-Humboldt, AZ 86329
928-632-7362

Use Tax Information

This publication provides general information about the Town of Dewey-Humboldt Use Tax.

How Do I Pay Use Tax?

The Arizona Department of Revenue administrates the Town of Dewey-Humboldt Privilege and Use Tax Code. As a result, the Dewey-Humboldt Use Tax is reported on your Arizona Transaction Privilege, Use and Severance Tax Return, Form TPT-1. The Dewey-Humboldt Use Tax is reported on the line listed as “Dewey-Humboldt”, Tax Code “DH 029”, at 2.0 %. The Arizona/Yavapai County Use Tax rate is 5.60 %, resulting in a combined Use Tax rate of 7.60%. The Arizona Dept. of Revenue is responsible for issuing licenses and processing all privilege and use tax returns on behalf of the Town of Dewey-Humboldt.

Who Pays Use Tax?

Most businesses understand their transaction privilege tax obligations. However, many businesses overlook or do not recognize their Use Tax obligations. Use Taxes were instituted by the state of Arizona and select cities and towns to protect local businesses from unfair competition from businesses located in other states, cities, and towns, or unincorporated areas. Without the Use Tax, these businesses would have a 5.6% to 7.6% price advantage over local businesses

1. Any person who uses, stores or consumes any tangible personal property, on which a sales tax has not been collected, shall pay the Use Tax.
2. An out-of-state retailer or utility business making sales of tangible personal property to Arizona purchasers must register with the Arizona Department of Revenue for the collection of the Use Tax.

Casual sales between individuals are not subject to the Use Tax. Property purchased by a nonresident individual whose first actual use or consumption of the property occurred outside the Town of Dewey-Humboldt or state is not subject to the Use Tax if the property is not used in conducting a business.

An Arizona purchaser is liable for Use Tax on goods purchased from an out-of-state vendor that did not collect the Use Tax. Arizona purchasers are also liable for Use Tax if they purchase goods using an exemption or resale certificate, and the goods are

subsequently used, stored or consumed in Arizona contrary to the purpose stated on the certificate.

The Use Tax also applies to purchases on which another state's sales or other excise tax was imposed if the rate of that tax is less than the Arizona/Dewey-Humboldt combined Use Tax rate of 7.60 %.

If you purchase a vehicle from an out-of-state dealer or manufacturer, the Department of Transportation will, at the time of vehicle registration, require proof that a sales tax was paid in the state of purchase and is equal to or greater than the Arizona/Yavapai County Use Tax rate of 5.60 %. If the sales tax was not paid in the state of purchase or was less than the Arizona Use Tax of 5.60%, the Department of Transportation will require that the Use Tax be paid at the time you register the vehicle. Separately, the Arizona Dept. of Revenue will bill Dewey-Humboldt residents for any Dewey-Humboldt Use Tax due within 90 days of the registration of the vehicle in Arizona.

Distinction Between the Transaction Privilege (Sales) Tax and Use Tax

The transaction privilege (sales) tax is imposed upon income or proceeds derived from engaging in a taxable business within the Town & State. The Use Tax is imposed upon the purchaser of tangible personal property that is used, stored, or consumed in Dewey-Humboldt and/or Arizona when the sale was not subject to the transaction privilege tax. Out-of-state retailers or utility businesses that sell to Arizona customers are required to collect the Arizona Use Tax and remit it to the Arizona Department of Revenue.

For additional information, please contact Don Zelechowski, Dewey-Humboldt tax specialist, at 480-367-8421 or by email at “thedonzz2004@yahoo.com”.

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Privilege Tax on Real Property Rental Receipts

The Town of Dewey-Humboldt levies a 2.0% privilege tax on the gross business receipts derived from the rental of commercial real property, and on qualified residential real properties. The residential rental property is subject to the Town tax if the property owners have three or more residential rental units within the state of Arizona. An example of what constitutes a unit of property: a single-family house is considered to be one unit, a duplex is two units, and a tri-plex is three units.

However, should the residential rental property owner own any commercial property within the state of Arizona, then all of the residential rental property within Dewey-Humboldt would be subject to the Town tax. Finally, should a property manager handle the residential rental transactions for the property owner, the rent receipts from that property would become subject to the tax, even if the property owner should own less than three units within Arizona.

Gross rent receipts include rent, late fees, sewer-trash charges, and non-refundable deposits. Further, the income received as a commission from telephone, coke, or laundry machine operators is taxable as licensing for use of real property.

The Dewey-Humboldt privilege tax program is administrated by the Arizona Department of Revenue (ADOR), whom will process your tax license application, privilege tax returns, and collect any taxes due. You may access their website at www.azdor.gov.

For further information regarding the Town of Dewey-Humboldt transaction privilege tax and its application to this business category, please contact Don Zelechowski, Dewey-Humboldt tax specialist, at 480-367-8421 or by email at “thedonzz2004@yahoo.com”.

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Construction Contracting Privilege Tax Information

The following information is provided to assist you in complying with the Dewey-Humboldt privilege tax as it applies to contracting activities conducted in the Town.

A) Construction Contractors:

The business receipts from construction contractor activities performed within the Town of Dewey-Humboldt are subject to the Town transaction privilege tax of 2.0% and the 6.35 % tax levied by the state of Arizona and Yavapai County.

A construction contractor is anyone that performs an improvement to real property, such as excavating, paving, landscaping, plumbing, or painting, or the development and construction of structures, or other improvements to real property.

The Town of Dewey-Humboldt privilege tax of 2.0 % is reported on your state of Arizona privilege (sales) tax return on the line coded for Dewey-Humboldt as **“DH 015”**. All contractors, except subcontractors, are subject to the Town/state tax on their gross receipts, less a factored tax deduction and the 35% standard contracting deduction. An example of how to calculate your tax liability is detailed on the enclosed tax worksheet.

Subcontractors must document that a prime contractor will assume all liability for the privilege tax on the subcontractor’s activities. The enclosed form should be completed and retained as evidence to support exempt subcontractor receipts.

B) Owner Builder:

If you have performed construction contracting on your property as an owner builder, you may be liable for Town of Dewey-Humboldt privilege tax of 2.0%, which is reported on your state of Arizona privilege (sales) tax return on the line coded for Dewey-Humboldt as **“DH 037”**. As the owner-builder, you are required to pay sales tax on all material purchased for use in the construction of any house, building, fence, garage, landscape or remodel project, or any other construction improvements made to real property. You are advised to retain all receipts from any purchase of materials as proof that you paid the applicable sales taxes at the time of purchase. You will also need to complete and retain a list of information on the contractors that have worked on your project, including names, addresses, and the amount paid for their work. All contractors hired by you are responsible to pay all applicable privilege taxes on the work they have performed on the project. If your construction includes a new home and you sell it within twenty-four (24)

months after completion, you may be considered a speculative builder and liable for the Town of Dewey-Humboldt privilege tax on the sales price of the home.

C) Speculative Builder:

The Town of Dewey-Humboldt levies a 2.0 % privilege tax on the construction contracting receipts of speculative builders and is reported on your state of Arizona privilege (sales) tax return on the line coded for Dewey-Humboldt as **“DH 016”**. This tax is levied on the total sales price from the sale of improved and partially improved real property, at the earlier of closing of escrow or transfer of title.

A speculative builder is an owner-builder who sells or offers to sell, at anytime, improved real property consisting: 1) custom, model, or inventory homes, despite the stage of completion; 2) improved residential or commercial lots without structures. A speculative builder is also an owner-builder who sells or offers to sell any improved real property after the improvements of the real property are substantially complete.

Improved real property includes any real property upon which: 1) a structure has been built; or 2) where improvements have been made to the land without structures, such as paving, landscaping; or 3) the subdividing of real property and all construction activities performed on such property defined as reconstruction activity; or 4) where water, power, and streets have been constructed to the property line.

The taxable amount is calculated as the total sales price less the standard 35% contracting deduction, and allowable factored tax deductions. Land is not allowed as a deduction from the sales price when calculating the taxable Town of Dewey-Humboldt receipts. Further, a tax credit is allowed for the privilege tax paid directly to a taxing jurisdiction or paid directly to a vendor for purchases of tangible personal property incorporated into the real property improvements. A credit is also allowed for Town of Dewey-Humboldt privilege tax paid or separately charged to the customer by any construction contractor on the improvements made to the real property.

To calculate the Town of Dewey-Humboldt tax due on speculative contractor receipts from the sale of a home or commercial structure, please review the enclosed worksheet that provides an example of how to do so. To calculate the Town tax due on the sale of an improved residential or commercial lot, multiply the sales price by the Town tax factor of .013 to obtain the amount of Dewey-Humboldt tax due. For example, an improved lot sold for \$100,000 would be subject to Town tax of \$1,300.00 ($\$100,000 \times .013$). The state of Arizona does not tax lot sales.

Please contact please contact Don Zelechowski, Dewey-Humboldt tax specialist, at 480-367-8421 or by email at [“thedonzz2004@yahoo.com”](mailto:thedonzz2004@yahoo.com), to discuss any questions you may have on this matter.

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**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
SPECIAL STUDY SESSION MEETING MINUTES
JANUARY 13, 2015, 2:00 P.M.**

A SPECIAL STUDY SESSION MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JANUARY 13, 2015, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR PRESIDED.

1. **Call To Order.** The meeting was called to order at 2:02 p.m.
2. **Roll Call.** Town Council Members Mark McBrady, Dennis Repan, Doug Treadway, Nancy Wright; Vice Mayor Jack Hamilton; and Mayor Terry Nolan were present. Councilmember Arlene Alen was absent.
3. **Study Session.** No legal action to be taken.

3.1. Continued discussion on Public Body Code of Ethics Complaint process (continued from the November 14, 2014 meeting).

Mayor Nolan spoke on Councilmember Alen being absent and whether the Council wanted to consider postponing this until the next study session. By consensus the Council agreed to not postpone.

There was discussion on the attorney's complaint procedure compilation. Councilmember Repan suggested rotating the committee members rather than selection by seniority to give everyone a chance to participate. Councilmember Wright suggested they rotate alphabetically.

Mayor Nolan suggested they take the complaints and turn them over to a hearing officer, taking council out of the process.

Council went through each section of the process and made some comments or suggested changes to the sections below:

#3 – Rotating members (alphabetically), replacing “most senior members” (make this change throughout document where applicable).

#4 – There was discussion on the notation of forming the committee. Vice Mayor Hamilton stated it was unlikely to come up so they can dismiss it at this time.

#6 – There was discussion on “frivolous” determination, looking at the code for this determination and a vote of three decides whether it moves on to a hearing. Council decided to add in the initial meeting procedure that was provided by CM Alen at a previous meeting.

#7 – Council discussed public or private meeting option. Mayor Nolan suggested the decision is up to the defendant.

Council discussed starting the process back up for existing complaints once this procedure is approved, but needing to line someone up for the role of independent hearing officer first.

Councilmember Repan spoke on CM Alen's earlier suggestion of sending the whole thing to a hearing officer rather than forming committee for a portion of it. Council directed staff to modify #4, removing the last sentence, adding rotating committee membership alphabetically; clean up the words and add CM Alen's procedure (Nov. 14th submissions)

on the hearing process. The modified procedure will come back to council at a future meeting for discussion and possible approval.

3.2. Old Black Canyon Highway maintenance letter (Follow up from the October 21, 2014 meeting direction).

Town Manager Kimball gave an overview. Public Works Supervisor, Ed Hanks was present to answer any questions.

There was discussion on a previous decision by council to send out a letter to property owners along Old Black Canyon Highway, notifying them of proposed maintenance and whether the sample letters provided at this meeting met the direction given for the letter.

Vice Mayor Hamilton spoke on his claim that the town owns the road (RS 2477 Right-of-way). Council discussed the original reason for increasing maintenance on the roadway – safety concerns since minimal maintenance (filling potholes) is no longer effective making roadway unsafe.

Council reviewed the wording in the letter and directed staff to add some sort of wording addressing possible objections to the maintenance proposal.

3.3. Direction on the Volunteer-of-the-Year program.

Council discussed what had been done in prior years for this program and staff asked for direction on what council would like to see done this year. Some suggestions brought up were: having a top 5-10 volunteers rather than one VOTY; having a dinner (burgers and suds or a BBQ at the park) for the nominated volunteers; continue with the perpetual plaque in the lobby for volunteer of the year; Council determining eligibility criteria; continue with what the town has done the past two years with the Town Manager coordinating the selection committee.

Mayor Nolan suggested they continue with what the town has been doing. There was no further discussion.

4. Special Session. Legal action can be taken.

4.1. Authorization of purchasing a snow plow attachment for the Town's Public Works Department.

Town Manager Kimball and Public Works Supervisor Hanks gave an overview and explained what the Public Works Department has historically done with clearing the roadways in the event of a snow storm. The current method is cold, wet and not efficient. A snow plow will be more efficient with one pass on each lane versus 2 passes with the tractor. If the roads are not cleared they become icy and dangerous.

There was discussion on whether the town should invest in a snow plow attachment. Public Works Supervisor Hanks explained the Sheriff's office made it known that the town needed to provide access (by snow removal) to town roads if the Sheriff's department was to provide their services. He spoke on the wear-and-tear on the roadway by using the tractor bucket versus a snow plow; expense of hiring an outside contractor for snow removal; how long it may take to have them perform the service due to other needs in the area.

Vice Mayor Hamilton made a motion to authorize the purchase of a snow plow attachment for the Town's Public Works Department, seconded by Councilmember McBrady.

There was discussion on whether the proposed unit was large enough for the town's needs; consideration of using the dump truck rather than the pick-up for snow removal; which category in the budget to pull the money from for this purchase; purchasing tire chains; insurance considerations.

The motion passed by a (4-2) vote in favor, Councilmembers Treadway and Wright voting against.

4.2. Scheduling of the following-up Economic Development Visioning Session with NAU Richard Bowen on either afternoon of January 27 or February 24, 2015. [As directed by Council upon CM Alen's October 7, 2014 CAARF]

Mayor Nolan relayed a message from Councilmember Alen (who was absent) on her availability at the February date but not the January date. Council discussed whether they were available for the February date (CM Wright might not be but could watch it on Granicus) and the purpose of the meeting (next steps for visioning working along with public participation and stakeholders).

Council discussed whether they wanted public participation. VM Hamilton commented the people who attend meetings are fanatical in their beliefs and the decision on how to deal with growth is the Council's to make; if they want growth they need amenities and infrastructure.

Town Manager Kimball explained the public's interest in being involved in this process. She suggested Council discuss this further at the January 20th meeting and she will ask Mr. Bowen to keep both dates open at this time, until a decision can be made.

4.3. 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.

No additional meeting was scheduled.

5. Comments from the Public.

Ulys Brooks spoke on CM Hamilton's comment about "fanatical" attendees of meetings stating his strong opinions do not make him a fanatic; public participation at meetings being a representation of the people and gave the incorporation of Dewey-Humboldt as an example of this.

6. Adjourn. The meeting was adjourned at 3:55 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
STUDY SESSION MEETING MINUTES
FEBRUARY 10, 2015, 2:00 P.M.**

A STUDY SESSION MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, FEBRUARY 10, 2015, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR PRESIDED.

1. **Call To Order.** Mayor Nolan called the meeting to order at 2:02 p.m.
2. **Roll Call.** Town Council Members Arlene Alen, Mark McBrady, Dennis Repan, Doug Treadway, Nancy Wright; Vice Mayor Jack Hamilton; and Mayor Terry Nolan were present.
3. **Study Session. No legal action to be taken.**

3.1. Council discussion of the procedure and possible modifications under which the council conducts the meetings. (Directed at the December 9, 2014 Study Session)

Vice Mayor Hamilton reviewed his suggested changes to Town Code Section 30.109 Protocol at meetings (3) Procedures, which was submitted and placed in the packet. He spoke specifically on who can raise a point of order, avoiding back and forth dialogue with the public. There was a discussion on the need to follow the procedure when it is established despite disagreements.

Councilmember Alen asked about item #7 in VM Hamilton's write-up which states, "... A council member can not abstain from voting unless it is a conflict of interest". She said she disagreed with it. There was some discussion about "abstention". Attorney Goodwin stated that other agencies have abstention rules and it is normally considered a "no" vote when a member abstains.

Councilmember Repan asked about "calling the question", the ability for council debate, and the issue of each CM being able to talk uninterrupted. Council had a discussion related to these. Sections of Robert's Rules of Order (RRO) were cited. Attorney Goodwin stated that RRO is not efficient for small assemblies and many cities do adopt their own list of rules. She also explained that it requires a 2/3 vote to end or extend a council debate. She suggested procedures are good under a separate procedural manual. There was also a discussion between council members about allowing the public to speak during meetings.

Public Comment was taken.

Jerry Brady spoke on RRO history, open meeting law and state law.

Karen Brooks spoke in favor of continuing to follow RRO which allows speaking for someone else. She also spoke on abstention and believed it is a valid vote and should be allowed. She then spoke in favor of allowing additional public comment when something is coming up before a vote is taken.

Council had a continued discussion on taking public comments during the meeting and who can make a point of order. Attorney Goodwin explained that only the public body can make a point of order. The consensus is to move the procedure suggested by VM Hamilton forward to a regular agenda with a change to #7 regarding “abstention”.

Attorney Goodwin will come back with an ordinance amending 30.109.

3.2. Public body Code of Ethics Complaint Process. (Continued from January 14, 2015 meeting)

Council discussed the “Ethics Complaint/Violation Hearing Process” drafted by CM Alen for the November 14, 2014 meeting. The document was included in the meeting packet. CM Wright reminded the Council that it was in the packet because Council directed such. CM Alen added that the document was out of date and needs modification. She pointed out one missing piece was to address the right to appeal. Mayor Nolan spoke about the need to send all complaints to an independent Hearing Officer.

There was a brief discussion of the process of having a Hearing Officer involved. There was then a discussion of the wording of “public hearing” used in the proposed procedure. Attorney Goodwin explained that they are not legally required public hearings and public comments are not required.

Council then discussed whether the Council should review the complaints and decide on the merit of the complaint before sending the complaint to a hearing officer. Council also discussed whether to include an “appeal” process. Attorney Goodwin explained that there would be no one to hear the appeal; if someone believes rights are in violation then the recourse occurs in courts. She explained that there is no need to address the appeal process. There were questions about the hearing officer’s role. Attorney Goodwin also explained that the hearing officer determines if there is a violation then it comes back to the council to discuss sanctions.

After some discussion, the consensus is to send the complaints directly to a hearing officer. The Town Attorney said she will prepare an ordinance to reflect this decision.

Public comments were taken.

Jerry Brady spoke on certain types of ethical issues that would be handled differently, how the gift clause came to be and other precedence in Maricopa County on an ethics complaint that went federal.

Karen Brooks commended the Council for giving it to a hearing officer and away from the council, which would benefit the town and its citizens.

4. Special Session. Legal action can be taken.

4.1. 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.

Council recalled that the February 24th special meeting is scheduled for the following up Economic Development Visioning session with Mr. Bowen.

5. Comments from the Public.

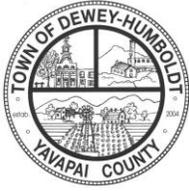
Jerry Brady spoke on the reason for the gallery and continued with the history of Abraham Lincoln's ethics complaints.

6. Adjourn. The meeting was adjourned at 4:04 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk



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

TOWN COUNCIL REGULAR SESSION

March 3, 2015 6:30 p.m. Town Council Meeting Chambers

Agenda Item 8.1. Banking RFP and possible contract award

To: Mayor and Town Council Members

From: Deni Thompson, Town Accountant

Date submitted: February 26, 2015

Recommendation: accept staff recommendation; or reject staff recommendation and decide whether to invite presentations from qualified bidders

Summary:

At the October 14, 2015 study session, at staff's recommendation, the Council directed to proceed with the process of seeking proposals (request for proposals/ RFP) for banking services.

The RFP process has been completed. By 11 am, February 12, 2015, the deadline to submit RFPs, we received three (3) proposals. They are:

Washington Federal
National Bank of Arizona
Wells Fargo

The submissions have been provided to each council members. Upon review, all three bids met the minimum criteria and have presented quality documents. National Bank of Arizona and Wells Fargo have prior experience with the Town. The Town's credit card service is provided by National Bank of Arizona. Wells Fargo is the banking service provider for the Town's Magistrate Court.

Staff reviewed all three bidders and evaluated them according to the evaluation criteria in the RFP announcement. While all three banks are qualified banks, staff recommends council award the banking service contract to Wells Fargo Bank due to its favorable local firm consideration. Wells Fargo has multiple branches locally in Prescott Valley; its local branches have the most convenient hours of operation of all three bidders. In addition, Wells Fargo offers the lowest overall costs related to comparable banking services as well as significant first year savings during the transition period which other two bidders do not offer. In the event that Council disagrees with staff's recommendation and wants to interview one or all qualified bidders prior to awarding the contract, the process would allow Council to do so.

**NOTICE & REQUEST FOR PROPOSALS
TOWN OF DEWEY-HUMBOLDT**

Services: Banking Services
Solicitation Number:
Proposal Opening/Deadline for Submittal: February 12, 2015 at 11:00 a.m. MST
Location: 2735 S. Highway 69, Dewey-Humboldt, AZ 86329
Town Staff Contact/ telephone number: Deni Thompson/ 928-632-7362/denithompson@dhaz.gov
Contract Documents available at: Town of Dewey-Humboldt, Finance Department
2735 S. Highway 69, Suite 12, Dewey-Humboldt, AZ 86329
and online at www.dhaz.gov

Date and Location for Submittal of Sealed Proposals: Sealed proposals will be received at the Town of Dewey-Humboldt Clerk’s Office, 2735 S. Highway 69, Suite 12, P.O. Box 69, Dewey-Humboldt, Arizona 86329, until 11:00 a.m. February 12, 2015, for the above services. Proposals must be submitted in a sealed envelope clearly marked on the outside with the name of the services. Any proposal received after the time specified will be returned unopened. It is the proposer’s responsibility to assure proposals are received at the above location on or before the specified time. Proposals will be opened at 11.05 a.m. in Town Hall Council Chamber, and the names of proposers publicly read aloud immediately after the time for receiving proposals.

Work Summary: The Town of Dewey-Humboldt seeks banking services. The initial contract term will commence upon execution of the contract and continue for a period of five (5) years unless terminated, cancelled or extended as otherwise provided in the Contract. Upon mutual agreement of Dewey-Humboldt and Contractor, the Contract may be extended for up to five (5) additional one-year terms. The services are generally described as follows: online and regular banking services to accommodate the Town’s needs related to the Town’s general checking bank account which is used for the majority of deposits and disbursements made by the Town.

Proposal Requirement: Each proposal will be in accordance with the proposal requirements, set forth in the Request for Proposals, which may be obtained by contacting Deni Thompson, telephone number (928) 632-7362 or via email at denithompson@dhaz.gov. Any proposal which does not conform in all material respects to the Request for Proposals will be considered non-responsive.

Right to Reject Proposals: Dewey-Humboldt reserves the right to reject any or all proposals, waive any informality in a proposal or to withhold the Award for any reason Dewey-Humboldt determines.

Equal Opportunity: Dewey-Humboldt is an equal opportunity employer. Minority and women’s business enterprises are encouraged to submit proposals on this solicitation.

Dated: _____ TOWN OF DEWEY-HUMBOLDT, ARIZONA

Publications Date(s) _____

Judy Morgan, CMC
Town Clerk

**IMPORTANT
PROPOSER'S CHECK LIST**

- 1. The proposal has been signed in the Section IV. (Proposals not signed in this section will not be considered.)
- 2. Authorized Signature Form is enclosed.
- 3. The proposal prices offered have been reviewed. (See Section 1.16)
- 4. Any required descriptive literature or other information have been included.
- 5. The Contract Time and/or schedules have been included.
- 6. Any addendums have been included/noted in Offer Section. (See Section 4.6)
- 7. Mailing envelope/package has been addressed to:

Town of Dewey-Humboldt, Town Clerk's Office
2735 South Highway 69, Suite 12
PO Box 69
Humboldt, AZ 86329
- 8. Proposal Package/Envelope has been identified with proposal number and title.
- 9. The proposal is submitted in time to be received and stamped in by the Clerk's Office representative no later than specified time on designated date. (Otherwise the proposal cannot be considered.)

REQUEST FOR PROPOSAL DOCUMENTS FOR:
BANKING SERVICES
FOR THE TOWN OF DEWEY-HUMBOLDT, ARIZONA

Dewey-Humboldt intends to purchase banking services in compliance with these specifications.

I. REQUIREMENTS FOR PROPOSERS.

1.1 Proposal Opening Date and Location: Proposals will be received in the office of the Town Clerk, 2735 S. Highway 69, Suite 12, PO Box 69, Humboldt, Arizona 86329, until 11:00 a.m. MST, on February 12, 2015, at which time the names of the proposers will be opened and publicly read. Proposal prices will not be read. Late proposals will not be considered.

1.2 Proposal Documents Available: The Proposal Documents consist of four parts: I. Requirements for Proposers, II. General Conditions, III. Scope of Work, and IV. Proposer's Proposal (form). The Proposal Documents are available for downloading on the Town's website at www.dhaz.gov or by contacting Deni Thompson, telephone number (928) 632-7362 or via email at denithompson@dhaz.gov.

1.3 Incorporation of Proposal Documents: All of the Proposal Documents apply to and become a part of the terms and conditions of the proposal.

1.4 Proposal Form: Proposals must be submitted only on the proposal form. All proposals must be submitted in a sealed envelope clearly marked "Proposal for Banking Services - Office of the Town Clerk."

1.5 Reserved.

1.6 Town's Right to Reject Proposals: The Town of Dewey-Humboldt reserves the right to reject any and all proposals and to waive technicalities.

1.7 Late Proposals: Late submittals and/or unsigned Proposals will not be considered under any circumstances. Envelopes containing Proposals with insufficient postage will not be accepted by Dewey-Humboldt. It is the sole responsibility of the Proposer to see that his/her Proposal is delivered and received by the proper time and at the proper place.

1.8 Proposal Amendment or Withdrawal: A Proposal may be withdrawn any time before the Proposal due date and time. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided by applicable law.

1.9 Public Record: All Proposals submitted in response to this solicitation and all evaluation related records shall become property of Dewey-Humboldt and shall become a matter of public

record for review, subsequent to proposal opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Dewey-Humboldt in Proposals submitted, and the information sought to be protected clearly marked as proprietary. Dewey-Humboldt will not insure confidentiality of any portion of the proposal that is submitted in the event that a public record request is made. Dewey-Humboldt will provide 48 hour notice before releasing materials identified by the proposal as confidential or proprietary in order for the proposer to apply for a court order blocking the release of the information.

1.10 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerk's Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.11 Proposal Acceptance Period: All proposals shall remain open for 90 days after the day of the opening of proposals, but Dewey-Humboldt may, at its sole discretion, release any proposal and return the proposal security (as applicable) prior to that date. No Proposer may withdraw his Proposal during this period without written permission from Dewey-Humboldt. Should any Proposer refuse to enter into a contract, under the terms and conditions of the procurement, Dewey-Humboldt may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.12 Addendum: This Request for Proposals may only be modified by a written Addendum. Potential Proposers are responsible for obtaining all addenda.

1.13 Proposer Registration: Proposers shall register with the Town Clerk in order to automatically receive notification of Addenda to this Solicitation or notice of other solicitation opportunities. All addenda will be posted on the Dewey-Humboldt website at www.dhaz.gov.

1.14 Proposal Bond: None required.

1.15 General Evaluation Standards:

1.15.1 Dewey-Humboldt seeks to obtain the services described above in the Scope of Work. Dewey-Humboldt will evaluate proposals on the selection criteria set forth below. Dewey-Humboldt will be the sole judge of whether the services offered are acceptable. Proposals from individuals who have provided inadequate services to municipalities in the past, or proposals offering services proven unsatisfactory in Town's sole judgment may be rejected and not considered.

- A. Firm Experience and Capability
- B. Expertise of Firm's Key Staff
- C. Local Firm Consideration
- D. Prior Projects with Town
- E. Other Prior Projects
- F. Insurability

- G. Additional Requirements:
1. Firm must have a branch located near the corporate limits of the Town
 2. Firm must be a state or federally chartered banking institution
 3. Firm must be a member of FDIC.
 4. Positive references from at least 3 customers
 5. Positive references reflecting experience providing services for Arizona municipalities
 6. Ability to provide online banking services and daily bank balance reporting to the Town.

1.15.2 Waiver and Rejection Rights. Dewey-Humboldt reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so.

1.15.3 A Proposer (including each of its principals) who is lawfully prohibited from any public procurement activity may have its Proposal rejected.

1.15.4 Clarifications. Dewey-Humboldt reserves the right to obtain Proposer clarifications where necessary to arrive at full and complete understanding of Proposer's product, service, and/or solicitation response. Clarification means a communication with a Proposer for the sole purpose of eliminating ambiguities in the Proposal and does not give Proposer an opportunity to revise or modify its proposal.

1.16 Proposal Preparation:

1.16.1 Format. Proposers shall submit their Proposal with an original and 9 copies either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

1.16.1.1 Title Page: The title page must show the subject, date of the Proposal, Bank or Service Provider's name and name, address and telephone number of the contact person at the bank or service provider.

1.16.1.2 Table of Contents: The Proposal shall contain a Table of Contents corresponding to each of the items listed below in Section 1.16.5.

1.16.2 No Facsimile or Electronic Mail Proposals. Proposals may not be submitted in facsimile or electronically. A facsimile or electronic mail Proposal shall be rejected.

1.16.3 Typed or Ink Corrections. The Proposal shall be typed or in ink. Erasures, interlineations or other modifications in the Proposal shall be initialed in ink by the person signing the Proposal.

1.16.4 No Modifications. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.

1.16.5 Content. The Proposal shall contain all of the following information:

1.16.5.1 For each numbered question, proposers must provide a numbered response to the specific question identified below and 1) acknowledge that their financial institution is able to provide the services outlined or, if not able, so indicate; 2) briefly describe how the Town's service requirements will be met, and 3) identify all third party contractors (subcontractors) that will be utilized to provide the service.

a. Provide a signed letter stating the Proposer's understanding of the work to be done, the commitment to perform the work within the time period, why the firm believes itself to be the best qualified to perform the required duties and a statement that the proposal is a firm, irrevocable offer for 90 days.

b. Address of branch[es] located within a 15-mile radius of the Town of Dewey-Humboldt.

c. State or federal charter information

d. FDIC Membership confirmation

1.16.5.2 Banking Services Fee Schedule (Attachment A)

a. Provide a list of all fees with explanations

b. Proposals must include an earnings credit rate (ECR) and the basis for determining this rate (e.g., three-month Treasury Bill + 25 basis points). The ECR and collected balance shall be used for computing the earnings credit balance. The method of calculation shall not change during the life of the contract without the prior written approval of the Town.

c. Town will determine whether it will pay fees directly for services used, apply an earnings credit from compensating balances, or use a combination thereof. Town may consider other optional methods of payment proposed by the Bank or Service Provider. The Proposer should propose various reimbursement or payment options available to Town.

1.16.5.3 Sample copies of all agreements required to provide services

1.16.5.4 List of current government or municipal client references

1.16.5.5 Annual Report for most current fiscal year

1.16.5.6 Sample monthly analysis statement

1.16.5.7 Earnings credit rate for prior 12 month period

1.16.5.8 Credit rating information and date of rating. Credit rating information must be provided from one of the following bank rating services: A.M. Best Company, Bankrate, Inc., Bauer Financial Inc. FIS-Financial Information Systems, LLC, LACE Financial Corporation, IDC Financial Publishing, or Highline Financial, LLC.

1.16.5.9 Brief Description of the Proposer's Firm, including:

- a. Office location
- b. Length of time in business
- c. Total number of employees and number of local employees
- d. Names of principals, their disciplines, and Arizona registration.
- e. Services provided by the firm
- f. Experience in providing similar services within the last 5 years
- g. Three (3) references related to providing services for Arizona municipalities.

1.16.5.10 Subcontractors: Please list any firms that will act as subcontractors to your firm. Provide information regarding prior projects on which subcontractors have worked with your firm.

1.16.5.11 Project Team: List the names and location of the senior banking official (Vice President or higher) who will serve as liaison for the Town and other individuals who will be providing services to the Town pursuant to this Contract. Provide the following information for each team member:

- a. General qualifications.
- b. Any project experience directly relevant to this Contract while with this firm.
- c. Indicate current work load and *certify* that no liaison or other team member will be substituted without prior approval from the Town of Dewey-Humboldt.

1.16.5.12 Schedule: Indicate the firm's proposed time schedule for providing services.

1.16.5.13 Approach: Demonstrate the understanding of the Services and the steps you will undertake to provide them.

1.16.5.14 Other Information:

5

- a. Describe the Proposer's commitment to innovation. By what means will innovation impact the future of the Proposer?
- b. What security measures are in place to handle unauthorized access to the system or data? What are the features that are in place to prevent security breaches for file transmission or internet transactions?

1.16.6 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the Proposal Section, which shall be submitted together with the Proposal on the Proposal due date and time. Failure to note a Solicitation Addendum may result in rejection of the Proposal.

1.16.7 Evidence of Intent to be Bound. The Proposal form within the Solicitation shall be submitted with the Proposal and shall include a signature by a person authorized to sign the Proposal. The signature shall signify the Proposer's intent to be bound by its Proposal and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.

1.16.8 Non-Collusion and Non-Discrimination. By signing and submitting the Proposal, the Proposer certifies that: the Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and the Proposer does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.17 Inquiries

1.17.1 Duty to Examine. It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for modifying or withdrawing the Proposal after the Proposal due date and time, nor shall it give rise to any Contract claim.

1.17.2 Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the solicitation. The Proposer shall not contact or direct inquiries concerning this Solicitation to any other Town employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.17.3 Submission of Inquiries. All inquiries shall be submitted in writing and shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as

an Proposal and not be opened until after the Proposal due date and time. Dewey-Humboldt shall consider the relevancy of the inquiry but is not required to respond in writing.

1.17.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Proposal due date and time for review and determination by Dewey-Humboldt. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.17.5 No Right to Rely on Verbal Responses. A Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

1.18 Presentations. In addition to the submission of this Proposal, Proposer understands that as part of the selection process and prior to the award of the contract, the Dewey-Humboldt Town Council may require one or more Proposers to make a formal presentation to the Town Council at a public meeting to explain the Proposal and to address questions from the Council about the Proposal.

II. GENERAL CONDITIONS

2.1 Contract Term; Renewal. The term of this Agreement shall be from date of execution of the Contract for five (5) years. All services identified herein shall be completed to the satisfaction of the Town.

2.2 Cooperative Use of Contract: Upon written approval of the Successful Proposer and Dewey-Humboldt, this Contract may be tendered for use by other municipalities and government agencies.

III. SCOPE OF WORK

Online and regular banking services to accommodate the Town's needs related to the Town's general checking bank account which is used for the majority of deposits and disbursements made by the Town;

IV. PROPOSER'S PROPOSAL

4.1 Proposer's Proposal: For the proposal opening February 12, 2015 for banking services.

4.2 Covenant Clause: It is expressly agreed by Proposer that these covenants are irrevocable and perpetual.

4.3 Conditions Accepted: The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents carefully, and that this proposal is made

My Commission Expires:

Notary Public

**EXHIBIT A
SCOPE OF WORK**

TECHNICAL SPECIFICATIONS

Account Structure and General Information

All of the Town's receipts (excluding the Municipal Court) are deposited into a checking account. The Town's checking account typically averages \$80,000 in monthly deposits which includes cash, deposit of checks, credit cards and ACH (Automated Clearing House) items. Deposits are made each business day.

Account Executive: Contractor shall assign an account executive to administer Town's overall banking relationship and ensure the successful delivery of services as outlined in this Contract. If there is a change in staff assignment for this position, Contractor shall notify the Town at least ten (10) days prior to the change and shall ensure appropriate training and information to accomplish a smooth transition. The assigned account executive shall provide the Town with a list of designated staff contacts for key areas of responsibility within the bank and notify the Town immediately of any change in staff assignments.

Availability of Funds Deposited: Cash, wire transfers, ACH credits, and items drawn on servicing bank shall be available to Town on the same day as deposited. Funds for items drawn on local banks must be available to the Town the next day. All other items must be available to the Town at a minimum, as per the Federal Reserve availability schedule.

Delay of Funds: If Contractor delays funds to Town beyond the availability schedule outlined above, or due to an error on the part of Contractor, Contractor shall pay interest to Town at the current Federal Funds rate.

Overdrafts: Contractor shall provide Town a one (1) day grace period to remedy any account overdrafts. All charges associated with overdraft protection must be specified where indicated on the Bank Service Fee Schedule.

Returned Checks: Contractor shall immediately redeposit all returned checks once at no charge to Town, before returning the checks to Town by Contractor.

Debit and Credit Advices: Contractor shall provide debit and credit advices for all activity on all accounts. Advices shall be delivered to Town electronically or by fax within twenty-four (24) hours or via mail within three (3) days.

Notification: Contractor shall immediately report in writing to Town any change in the financial institution's ratings, reassignment of key banking personnel, and all business acquisitions or mergers occurring during the contract period as notices are required pursuant to the Contract.

Payroll: Town uses ADP to issue payroll checks bi-weekly to its employees. Direct deposit information is entered into Contractor program by the town finance department, verified,

approved for payment and automatically credited to employee bank accounts biweekly. Federal and state withholdings, are debited from Town's operating account on a bi-weekly basis.

Wire Transfer: Contractor shall have wire transfer capability and shall allow Town to electronically wire or transfer funds to or from the Depository account via a PC located within Town offices or from a remote location when deemed appropriate by Town.

Unauthorized Debit: Contractor shall not charge any debits directly to any Town account without prior written notification and approval by Town's authorized representative unless provided for under this Contract. This includes, but is not limited to, adjustments, credit reversals, Banking fees and new accounts or services. All orders for new Banking services or supplies not included as part of this Contract shall be authorized by the Town Manager.

Contractor shall reverse any unauthorized charges made to Town account. Violation of this provision may result in termination of this Contract, at Town's discretion.

Monthly Analysis Reporting and Service Charge: Contractor's monthly statement shall provide, at a minimum, the following information on each account and on a total account basis:

- average daily ledger balances,
- average daily collected balances,
- daily average float,
- FDIC rate,
- earning allowance, and
- detail transaction volumes and prices.

Town shall earn and Contractor shall pay to Town interest at the prevailing rate for funds held on deposit.

Contractor shall charge Town for analysis service charges through compensating balances. Charges in excess of the monthly earning shall be collected by Contractor through a hard dollar debit to Town's account. Contractor shall debit Town's Operating Account within ten (10) days after Town's receipt of the monthly statement, unless Town notifies Contractor of a discrepancy or error in the statements.

Collateral Requirements: Contractor shall be an "eligible depository" as that term is defined in A.R.S. § 35-321. Contractor shall comply with all of the provisions of A.R.S. § 35-321 et seq. related to collateralization of deposits.

Pursuant to A.R.S. § 35-321, the Bank or Service Provider, shall be an eligible depository and shall comply with the provisions of A.R.S. § 35-321 et seq. as related to deposits of public moneys.

The collateral requirement amount is subject to change. In the normal course of business the level of pledged collateral will be adjusted to the highest daily balance of deposits in the previous month. Contractor may be requested to increase the level of pledged collateral the same day in order to insure the coverage of any unanticipated, uncollateralized deposits. Contractor shall provide Town with monthly collateral reports.

Payment for Banking Services: Contractor shall provide a unit charge for each service to obtain a monthly total cost for each service. At its sole discretion, Town may elect to utilize a combination of fees and compensating balances to pay for its banking services.

Any earnings credit occurring in the account will be used to offset fees as computed above. Earnings credit on collected balances in excess of those required to pay charges incurred in any month shall be carried forward to offset future Bank charges.

The Earnings Credit Rate (ECR) shall be determined as set forth in the Proposal. The ECR and collected balance shall be used for computing the earnings credit balance. The method of calculation shall not change during the life of the Contract without the prior written approval by Town.

Online Banking Capabilities: Contractor shall provide daily balance and transaction information, both detail and summary, for all of Town's accounts electronically via the Internet.

Bank Issued Credit Cards: Upon Town request, Contractor shall provide Town with credit cards to be used for business related expenses. Groups of cards may be designated by Town to have related account numbers that will be paid on one billing statement, possibly via electronic debit from the Depository/Concentration account.

Check Cashing Privileges: Contractor shall provide convenient facilities for vendors and Town employees to cash accounts payable and payroll checks at no cost to the Town or payee, regardless of whether or not the payee maintains an account at the Bank or Service Provider.

Monthly Account Statements: Contractor shall provide Town with statements for the Depository/Concentration, Payroll and Savings accounts on a monthly basis. Statements are to be received by Town within fifteen (15) calendar days following the end of the month and shall be available with online access by the Town.

EXHIBIT B
CONTRACTOR'S KEY PERSONNEL AND SUBCONTRACTORS

KEY PERSONNEL:

SUBCONTRACTORS:

**EXHIBIT C
SCHEDULE OF SERVICES**

[IF A SCHEDULE IS NOT APPLICABLE TO THIS CONTRACT, FILL IN "N/A"]

EXHIBIT D
PAYMENT SCHEDULE

A. Compensation

1. The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Attached hereto as Exhibit D-1 is the Contractor's fee schedule.

B. Method of Payment

Invoices shall be on a form and in the format provided by Town and are to be submitted in triplicate to Town via Town's authorized representative.

EXHIBIT E

CHANGE ORDER

CHANGE ORDER NO. _____

Distribution: TOWN []
CONTRACTOR []
OTHER []

PROJECT: _____ DATE: _____
OWNER: Town of Dewey-Humboldt
CONTRACTOR:
AGREEMENT DATED:

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Town and Contractor.
Signature of Contractor indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders _____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of

The new compensation under the Agreement including this Change Order will be

The Contract Time will increase by _____

ACCEPTANCE STATUS:

Contractor
By _____

Town of Dewey-Humboldt
By _____

Date _____

Date _____

AGREEMENT FOR SERVICES
Contract No. Town Banking Services _____

THIS Agreement is entered into as of this _____ day of _____, 2015, by and between the Town of Dewey-Humboldt, Arizona, a municipal corporation, hereinafter referred to as the “Town” and _____, hereinafter referred to as the “Contractor.”

FOR THE PURPOSE of providing banking services for the Town of Dewey-Humboldt, Dewey-Humboldt and Contractor do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Contractor. In consideration of the mutual promises contained in this Agreement, Dewey-Humboldt engages the Contractor to render services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by Dewey-Humboldt, the services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work is set forth in Exhibit A.

1.3 Responsibility of the Contractor.

1.3.1 Contractor shall provide sufficient qualified personnel, upon reasonable notice to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the Town. Contractor is solely responsible for the retention and payment of any subcontractors and/or material suppliers retained by Contractor pursuant to this Agreement, and that the payment for the foregoing is included within the total amount to be paid to Contractor pursuant to Paragraph 2.

1.3.2 Contractor hereby agrees that the documents and reports prepared by Contractor will fulfill the purposes of the Contract, shall meet all applicable federal, state and local requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by Contractor shall be prepared in accordance with professional consulting standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.3 Reserved.

1.3.4 Contractor shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.5 Contractor shall designate _____ as Contractor Representative and all communications shall be directed to him. Key Contractor Personnel are set forth in Exhibit B. “Key Personnel” includes those employees who have significant responsibilities regarding the Services and Contract. Prior to changing such designation Contractor shall first obtain the approval of Town.

1.3.6 Contractor's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of Subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of Town.

1.3.7 Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Agreement.

1.3.8 Contractor shall coordinate its activities with Town's representative and submit its reports to Dewey-Humboldt's representative.

1.3.9 Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Contractor shall provide and pay for and insure all equipment necessary for the Services.

1.3.10 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.3.11 Contractor shall not charge Town for any Day Light Overdraft fees.

1.3.12 Contractor shall provide Town with daily bank balance reporting no later than 8:30 a.m. MST daily.

1.3.13 At all times during this Contract, Contractor shall maintain a branch office located within 15 mile radius of the Town boundaries of the Town of Dewey-Humboldt.

1.3.14 Contractor shall maintain Town records relevant to this Contract for a period of seven (7) years following termination or expiration of this Contract.

1.4 Responsibility of Town.

1.4.1 Town shall cooperate with the Contractor by placing at its disposal all available information concerning the Services.

1.4.2 Town designates Deni Thompson as its Town Representative. All communications to Town shall be through its Town Representative.

1.5 Contract Term; Renewal. The term of this Agreement shall be from [REDACTED], 2015 through [REDACTED], 2020.

1.6 Schedule of Services. The Schedule of Services is set forth in Exhibit C.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Contractor, including its subcontractor(s), shall be set forth in Exhibit D.

2.2 Method of Payment. Method of payment shall be set forth in Exhibit D. If payment is to be made monthly, Contractor shall prepare monthly invoices and activity reports which clearly indicate the activity to date and the amount of compensation due by virtue of that activity. All invoices shall be for services completed.

2.3 Invoices. Town reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the Services are completed.

2.4 Contractor shall provide to Town its completed W-9 Form prior to receipt of any Compensation.

2.5 Taxes. Contractor will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or services generally taxable to Contractor are eligible for a tax exemption, credit or deduction due to the nature of the item, at Contractor's request, Town will assist Contractor in applying for and obtaining the same.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. Town may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit E. If such changes cause an increase or decrease in the Contractor's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Contractor will be allowed by Town except as provided herein; nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town does not represent that coverage and limits will be adequate to protect Contractor. Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance

with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Town, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Contractor's insurance shall be primary insurance as respects performance of subject contract and in the protection of Town as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Town, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Contractor shall furnish Town with Certificate(s) of Insurance, or formal endorsements as

required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to Town. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Town, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

4.10.2 Contractor's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Contractor under this Agreement.

4.10.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: Contractor shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or

equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you”. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claims and \$1,000,000 all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3 Vehicle Liability: Contractor shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence and \$2,000,000 aggregate; and minimum coverage of \$500,000 per occurrence/aggregate for property damage on Contractor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’s Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code “1” any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance. Such policies shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

4.11.4 Workers’ Compensation Insurance: Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor’s employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Town, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by Contractor, its agents, employees or any tier of Contractor’s subcontractors related to the Services in the performance of this Agreement. Contractor’s duty to defend, hold harmless and indemnify

Town, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services Contractor may be legally liable including Town. Such indemnity does not extend to Town's negligence.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Town may, by written notice to Contractor, terminate this Agreement in whole or in part with seven (7) days notice, either for Town's convenience or because of the failure of Contractor to fulfill his contract obligations. Upon receipt of such notice, Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by Contractor in the event of substantial failure by Town to fulfill its obligations.

6.2 Payment to Contractor Upon Termination. If the Agreement is terminated, Town shall pay Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Contractor for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. Contractor agrees that duly authorized representatives of Town shall, until the expiration of seven (7) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions related to this Agreement.

7.3 Ownership of Document and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of Town unless otherwise agreed to by both parties. Town may use such documents for other purposes without further compensation to Contractor; however, any reuse without

written verification or adaptation by Contractor for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that Contractor will be an independent contractor and not Town's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. Contractor agrees that it is a separate and independent enterprise from Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between Contractor and Town, and Town will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.]

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Equal Treatment of Workers. Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of

bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration (“OSHA”) and the Fair Labor Standards Act (“FLSA”). Contractor shall protect and indemnify Town and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

7.8 Exclusive Use of Services - Confidentiality. The services agreed to be provided by Contractor within this Agreement are for the exclusive use of Town and Contractor shall not engage in conflict of interest nor appropriate Town work product or information for the benefit of any third parties without Town consent.

7.10 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.11 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

TOWN:

CONTRACTOR:

Town Manager
Town of Dewey-Humboldt
2735 S. Highway 69
Humboldt, Arizona 86329

The address may be changed from time to time by either party by serving notices as provided above.

7.12 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

8. SUSPENSION OF WORK

8.1 Order to Suspend. Town may order Contractor, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate for the convenience of Town.

8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed

for any other cause, including the fault or negligence of Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

9. INTERESTS AND BENEFITS

9.1 Interest of Contractor. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others. No officer, member or employee of Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Contract is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Town thereto.

IN WITNESS WHEREOF, Dewey-Humboldt and the Contractor have executed this Agreement as of the date first written.

TOWN OF Dewey-Humboldt

By: _____
Terry Nolan, Mayor

ATTEST:

By: _____
Judy Morgan, Town Clerk

APPROVED AS TO FORM:

By: _____

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorney

CONTRACTOR

By: _____
Its: _____

EXHIBIT A SCOPE OF WORK

TECHNICAL SPECIFICATIONS

Account Structure and General Information

All of the Town's receipts (excluding the Municipal Court) are deposited into a checking account. The Town's checking account typically averages \$80,000 in monthly deposits which includes cash, deposit of checks, credit cards and ACH (Automated Clearing House) items. Deposits are made each business day.

Account Executive: Contractor shall assign an account executive to administer Town's overall banking relationship and ensure the successful delivery of services as outlined in this Contract. If there is a change in staff assignment for this position, Contractor shall notify the Town at least ten (10) days prior to the change and shall ensure appropriate training and information to accomplish a smooth transition. The assigned account executive shall provide the Town with a list of designated staff contacts for key areas of responsibility within the bank and notify the Town immediately of any change in staff assignments.

Availability of Funds Deposited: Cash, wire transfers, ACH credits, and items drawn on servicing bank shall be available to Town on the same day as deposited. Funds for items drawn on local banks must be available to the Town the next day. All other items must be available to the Town at a minimum, as per the Federal Reserve availability schedule.

Delay of Funds: If Contractor delays funds to Town beyond the availability schedule outlined above, or due to an error on the part of Contractor, Contractor shall pay interest to Town at the current Federal Funds rate.

Overdrafts: Contractor shall provide Town a one (1) day grace period to remedy any account overdrafts. All charges associated with overdraft protection must be specified where indicated on the Bank Service Fee Schedule.

Returned Checks: Contractor shall immediately redeposit all returned checks once at no charge to Town, before returning the checks to Town by Contractor.

Debit and Credit Advices: Contractor shall provide debit and credit advices for all activity on all accounts. Advices shall be delivered to Town electronically or by fax within twenty-four (24) hours or via mail within three (3) days.

Notification: Contractor shall immediately report in writing to Town any change in the financial institution's ratings, reassignment of key banking personnel, and all business acquisitions or mergers occurring during the contract period as notices are required pursuant to the Contract.

Payroll: Town uses ADP to issue payroll checks bi-weekly to its employees. Direct deposit information is entered into Contractor program by the town finance department, verified, approved for payment and automatically credited to employee bank accounts biweekly. Federal and state withholdings, are debited from Town's operating account on a bi-weekly basis.

Wire Transfer: Contractor shall have wire transfer capability and shall allow Town to electronically wire or transfer funds to or from the Depository account via a PC located within Town offices or from a remote location when deemed appropriate by Town.

Unauthorized Debit: Contractor shall not charge any debits directly to any Town account without prior written notification and approval by Town’s authorized representative unless provided for under this Contract. This includes, but is not limited to, adjustments, credit reversals, Banking fees and new accounts or services. All orders for new Banking services or supplies not included as part of this Contract shall be authorized by the Town Manager.

Contractor shall reverse any unauthorized charges made to Town account. Violation of this provision may result in termination of this Contract, at Town’s discretion.

Monthly Analysis Reporting and Service Charge: Contractor’s monthly statement shall provide, at a minimum, the following information on each account and on a total account basis:

- average daily ledger balances,
- average daily collected balances,
- daily average float,
- FDIC rate,
- earning allowance, and
- detail transaction volumes and prices.

Town shall earn and Contractor shall pay to Town interest at the prevailing rate for funds held on deposit.

Contractor shall charge Town for analysis service charges through compensating balances. Charges in excess of the monthly earning shall be collected by Contractor through a hard dollar debit to Town’s account. Contractor shall debit Town’s Operating Account within ten (10) days after Town’s receipt of the monthly statement, unless Town notifies Contractor of a discrepancy or error in the statements.

Collateral Requirements: Contractor shall be an “eligible depository” as that term is defined in A.R.S. § 35-321. Contractor shall comply with all of the provisions of A.R.S. § 35-321 et seq. related to collateralization of deposits.

Pursuant to A.R.S. § 35-321, the Bank or Service Provider, shall be an eligible depository and shall comply with the provisions of A.R.S. § 35-321 et seq. as related to deposits of public moneys.

The collateral requirement amount is subject to change. In the normal course of business the level of pledged collateral will be adjusted to the highest daily balance of deposits in the previous month. Contractor may be requested to increase the level of pledged collateral the same day in order to insure the coverage of any unanticipated, uncollateralized deposits. Contractor shall provide Town with monthly collateral reports.

Payment for Banking Services: Contractor shall provide a unit charge for each service to obtain a monthly total cost for each service. At its sole discretion, Town may elect to utilize a combination of fees and compensating balances to pay for its banking services.

Any earnings credit occurring in the account will be used to offset fees as computed above. Earnings credit on collected balances in excess of those required to pay charges incurred in any month shall be carried forward to offset future Bank charges.

The Earnings Credit Rate (ECR) shall be determined as set forth in the Proposal. The ECR and collected balance shall be used for computing the earnings credit balance. The method of calculation shall not change during the life of the Contract without the prior written approval by Town.

Online Banking Capabilities: Contractor shall provide daily balance and transaction information, both detail and summary, for all of Town's accounts electronically via the Internet.

Bank Issued Credit Cards: Upon Town request, Contractor shall provide Town with credit cards to be used for business related expenses. Groups of cards may be designated by Town to have related account numbers that will be paid on one billing statement, possibly via electronic debit from the Depository/Concentration account.

Check Cashing Privileges: Contractor shall provide convenient facilities for vendors and Town employees to cash accounts payable and payroll checks at no cost to the Town or payee, regardless of whether or not the payee maintains an account at the Bank or Service Provider.

Monthly Account Statements: Contractor shall provide Town with statements for the Depository/Concentration, Payroll and Savings accounts on a monthly basis. Statements are to be received by Town within fifteen (15) calendar days following the end of the month and shall be available with online access by the Town.

EXHIBIT B
CONTRACTOR'S KEY PERSONNEL AND SUBCONTRACTORS

KEY PERSONNEL:

SUBCONTRACTORS:

**EXHIBIT C
SCHEDULE OF SERVICES**

[IF A SCHEDULE IS NOT APPLICABLE TO THIS CONTRACT, FILL IN "N/A"]

**EXHIBIT D
PAYMENT SCHEDULE**

A. Compensation

1. The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Attached hereto as Exhibit D-1 is the Contractor's fee schedule.

B. Method of Payment

Invoices shall be on a form and in the format provided by Town and are to be submitted in triplicate to Town via Town's authorized representative.

EXHIBIT E

CHANGE ORDER

CHANGE ORDER NO. _____

Distribution: TOWN []
CONTRACTOR []
OTHER []

PROJECT: _____ DATE: _____
OWNER: Town of Dewey-Humboldt
CONTRACTOR:
AGREEMENT DATED:

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Town and Contractor.
Signature of Contractor indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders _____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of

The new compensation under the Agreement including this Change Order will be

The Contract Time will increase by _____

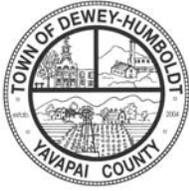
ACCEPTANCE STATUS:

Contractor
By _____

Town of Dewey-Humboldt
By _____

Date _____

Date _____



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

TOWN COUNCIL REGULAR SESSION

March 3, 2015 6:30 p.m. Town Council Meeting Chambers

Agenda Item: # 8.2. ADU and 8.3. Animal Related Code Review

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: February 24, 2015

Recommendation: Review Ordinance 15-110 and direct for appropriated public hearings and possible adoption. review animal code materials and direct how to proceed. Three options were provided: 1) full revision; 2) partial revision; 3) no revision.

Summary:

At the January 8th P&Z/Council Joint meeting, the Council and the P&Z reviewed the projects that P&Z was tasked with. They were:

1. Accessory Dwelling Unit ordinance (consolidating and clarify current codes regarding accessory dwelling units and guest-houses)
2. Animal related code review
3. Setback requirements – Council directed no change to the current set-back regulations

For the ADU project, the Council and the P&Z reviewed staff's analysis and recommendation and directed to proceed with the recommendations. As a result, Ordinance 15-110 came into being; it addresses the two concerns from the original Ordinance 14-104. The two concerns were: restore the language allowing roomers and boarders in R1 District (section 153.038); and revise the language of mandating a separate kitchen facility in an ADU and making it an option (section 153.072 (G)). At the February 5th P&Z meeting, the P&Z reviewed Ordinance 15-110 and directed staff to send what was written to Council for review and further steps. The Town Attorney advised that Council held one public hearing on Ordinance 15-110, formerly Ord. 14-104, and then take legal action on the proposed ordinance since it has been over a year since Ordinance 14-104 went through the public hearing process.

For the animal related code review, the Council and the P&Z directed staff to provide a write-up of the community outreach meetings. At the February 5th P&Z meeting, the Commission reviewed the write-up of the community outreach meetings. The Commission also discussed the "moving forward plan" based on staff's recommendations, dated November 7, 2014. The Commission unanimously chose Option 2 - Partial revision of town codes related to animals:

"Consider revising the following definitions and regulations:

Farm/Livestock, Domestic/Household Pets, Exotic Animals, Kennel, Kennel (residential), Kennel (commercial), Maintenance and Nuisance, criteria relating to care, maintenance/nuisance and performance standards. If applicable, determine where allowed uses would be as a matter of right (density district) i.e. kennels on larger parcel sizes.

Removal of household pet numbers* with the addition of a well-defined maintenance/nuisance section.

**The "household pet numbers" issue has been addressed separately since the writing of the 11/7/2014 memo.*

Attachments: 8.2 ADU Ordinance and Exhibit; 8.3 Animal Code meeting Summary and original report.

ORDINANCE No. 15-110

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

WHEREAS, that certain document entitled “Dewey-Humboldt Municipal Code Amendments Re: Accessory Dwelling Units, dated February __, 2014”, three copies of which are on file in the office of the Town Clerk, is hereby declared to be a public record and said copies are hereby ordered to remain on file with the Town Clerk; and

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

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

Section I. In General

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

Section II. Savings Clause

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

Section III. Repeal of Conflicting Ordinance

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

Section IV. Penalties

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

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, this _____ day of March, 2015, by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this ____ day of March, 2015.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

APPROVED AS TO FORM:

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

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

Judy Morgan, Town Clerk

Dewey-Humboldt Municipal Code Amendments
Re: Accessory Dwelling Units
February 2015

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

§ 153.005 Definitions:

* * *

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

* * *

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

* * *

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

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

* * *

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

§ 153.036 R1L District (Residential; Single Family Limited)

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

* * *

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

* * *

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

* * *

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

~~(k) Accessory dwelling unit.~~

* * *

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

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

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

* * *

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

* * *

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

* * *

§ 153.038 R1 District (Residential; Single Family).

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

* * *

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

* * *

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

* * *

§ 153.041 RS District (Residential; and Services).

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

* * *

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

* * *

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

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

* * *

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

* * *

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

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

* * *

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

* * *

§ 153.048 PAD District (Planned Area Development).

* * *

(D) *Uses permitted.*

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

* * *

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

* * *

§ 153.049 RCD District (Residential Camping District).

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

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

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

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

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

(~~B~~) *Uses.*

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

* * *

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

§ 153.066 Accessory Uses and Structures

* * *

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

* * *

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

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

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

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

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

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

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

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

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

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

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



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

MEETING OF THE PLANNING & ZONING ADVISORY COMMISSION

February 5, 2015, 6:00 p.m. Town Council Chambers

Agenda Item: 9.1 Town Code of Ordinances “Animal Code” Summary.

To: Planning & Zoning Commission

From: Connie Christian, Community Development Officer

Date Submitted: January 12, 2015

Summary: On January 8, 2015 a joint session was held with the Town Council and Planning & Zoning Commission. At that time a request was made for staff to complete a summary report of the community outreach that was conducted on this topic since July 2014. Three (3) meetings were held; July 31, and October 8 November 12 in 2014. The following is a summary of those meetings.

Community Outreach Meeting #1:

On July 31, 2014, Staff held an informal meeting at the library along with community members to discuss the item. The following is a list of issues/concerns brought up by the attendees of the community meeting with possible recommendations. The table below was first presented in the summary with a moving forward plan at the Town Councils Work Session on August 12, 2014 and to the Planning & Zoning Commission on September 4, 2014. At staff’s recommendation, Council directed staff to proceed with the recommended next steps, which included additional community outreach meetings and communication with other agencies.

Issue/Concern	Group Recommendation
Current code limiting the number of animals, farm and/or domestic	No limit on domestic pet and farm animals. A “maintenance” section in the code could give authority for reduction if applicable.
“At large” and/or stray dogs	Work closely with Animal Control to assist with problem areas as they arise; apply stricter penalties.
Preservation of rural lifestyle - Influx of individuals moving to rural area who want the rural lifestyle but complain about neighboring animals	Review/Update General Plan to include areas that are further defined as rural areas.
Nuisance is a subjective term – what is a nuisance to one individual may not be to another	Broaden/Redefine definition of nuisance.
Rural should be “pet/animal friendly”	Review “pet friendly” ordinance presented by NAIA or other rural Towns/Municipalities.

During the first meeting it came to light that a couple of the residents have and/or are currently experiencing dogs that bark excessively and/or have a problem with dogs “at large”. These particular issues are animal control related and can be found in Title IX General Regulations / Chapter 90 of the Town Code of Ordinances.

They fall under the jurisdiction of the Yavapai County Sheriff's Animal Control Unit (YCSO). The Planning & Zoning Commission does not have jurisdiction over this matter as it does not relate to land use, however for the comprehensiveness of this report it is included.

Staff met with YCSO on September 4, 2014 to discuss the findings from the first meeting. For educational and clarification purposes on this matter, Staff requested YCSO to attend the next community meeting to present the process of filing a complaint and the process by which YCSO responds to dog barking and "at large" complaints.

Community outreach meeting #2:

On October 8, 2014, the meeting was held at Town Council Chambers with approximately 50 residents in attendance. YCSO presented. Discussion ensued regarding the process by which YCSO responds to animal, namely barking and "at large" dog complaints. YCSO, Sgt. Deb Dean along with Sgt. Joshua Brazell explained the process by which a complaint can be filed and that complaints cannot be made anonymously. Questions mainly revolved around and understanding the complaint process such as: what constitutes excessive barking; how it should be logged i.e. via video and/or keeping a bark log; how many minutes a dog is allowed to bark at one time; how witnesses are needed for collaboration of the violation. The leash law was also discussed whereby residents learned that if a property owner's gate is open and the dog is running loose in the yard that by state law the dog is considered at large. YCSO further explained that cats are not picked up as there is currently not a place to take them. The community thanked them for attending and appreciated the presentation.

Staff went on to discuss code enforcement pertaining to Title IX / Chapter 90 Animals and Title XV Land Use/ Chapter 153 Zoning Regulation. It was stated that Town staff handled complaints regarding the number of animals i.e. household pet and farm animals. There was discussion about growth of the Dewey-Humboldt area and how that could potentially impact the rural nature. Staff stated build-out potential.

Many fear that their property and animal rights will be infringed upon with more growth and governmental interference and they have resided and/or relocated here for the rural nature and lifestyle. It was also brought up on more than one occasion by the community members for property owners to try to settle differences in a neighborly fashion versus filing complaints. A few residents stated that they had tried that approach, however there has been some difficulty with neighbors with respecting the current laws relating to dog barking and control of one's animals; therefore they resort to the Town's Code Enforcement for intervention. There was some bantering back and forth between neighbors on more than one occasion. After a few times of this staff asked them to desist.

The ability to file anonymous complaints also came up on multiple occasions and staff explained that it is currently the process.

Community Meeting #3:

On November 12, 2014 a community meeting was held at Cherry Creek Ranch with over 50 residents in attendance. At this meeting staff laid some ground rules for questions and answers so anyone that wanted to speak could have the floor without interruption.

Staff did a synopsis of the first two meetings to bring those up to speed on the matters at hand. Staff further explained that for the most part the current Town Code was adopted from Yavapai County which prior to the Town's incorporation was the same as it is today.

Animal limits came up on multiple occasions. Residents believe that they can police themselves in regard to animal numbers because the main argument is that it is the animal owner's responsibilities to maintain their property, not let their animals run "at large" and/or bark excessively, and to have respect for their neighbors. Residents feel that the number of animals that one can have is not the issue, it is the aforementioned. A question on "grandfathering" also came up in respect to animal limits.

On more than one occasion for property owners stated that neighbors should try to settle their differences in a neighborly fashion versus filing complaints. The Code Enforcement process regarding anonymous complaints was again brought up and the fact that the process needs to be re-evaluated.

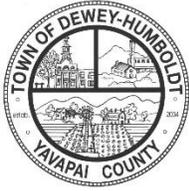
Other concerns were that the Council is out of touch with its constituents and are bringing forth their own agendas versus the public's concerns/issues. On more than one occasion residents have stated that there are more important items such as outside storage and blight conditions that should be the Town's focus as it lowers everyone's property values, as opposed to the animal issues.

Conclusion:

Three outreach meetings were held to allow residents to voice their opinions on the town codes relating to "animals". The meetings were well attended by residents with new faces at each meeting. Approximately 50 residents attended the last two meetings. Some individuals attended each meeting to follow through the progress.

Although there were new attendees at each meeting, it appears that similar concerns outlined from the first meeting continue to be the dominating theme of the second and third meeting. The table on Page 1 is a good representation of the concerns. It appears that there is a lack of understanding among residents of the town's operation (code enforcement, animal control, planning /zoning, town code of ordinances). Staff was able to clarify misunderstandings during interactions with the community. Community residents would like to continue to be involved with the process as it moves forward.

For your convenience attached is the Animal Code Project Summary Report.



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

JOINT MEETING OF THE PLANNING & ZONING ADVISORY COMMISSION AND TOWN COUNCIL

January 8, 2015 6:00 P.M. Town Council Meeting Chambers

Agenda Item: 9.1.1 Animal Code Project Summary and Report

To: Planning & Zoning Advisory Commission and Town Council

From: Connie Dedrick, Community Development Officer

Date: November 7, 2014

Summary: On May 13, 2014 the Town Council directed the Planning & Zoning Commission to review the current animal code in particular to missing links, missing definitions, exotic animals and kennels. A moving forward plan was developed and approved by the Town Council in August, which included staff research, meeting with Yavapai County Sheriff's Office (who handles the town's animal control services through IGA), discussions with other jurisdictions as well as a community involvement element which was introduced early on to inform on the town code and receive feedback from town residents. Staff has conducted hours of research, held three community outreach meetings since July 2014 and has received feedback from the Commission and Town Council on the issue.

The Animal Code is a very complex and often emotional issue on its own. Moreover, the reality of the Town being a relatively new municipality and encompassing a large area with a variety of different life styles coexisting, adds challenge to finding an easy one-size-fits-all solution. Therefore, addressing animal code issues requires careful considerations.

Community Element:

The following components listed below are primary concerns from feedback from the community, Commission and Town Council, as a result of community meetings, meetings with other agencies, Staff's research and recommendations.

- Preserve the "Rural" lifestyle; rural should be "animal friendly";
- No limits on domestic pet and farm animals;
- Add an animal maintenance and nuisance section into Town Code;
- Exotic Animals;
- Enforce existing animal control laws (Title 90); and
- Complaint Process

The sentiments of those attending the meetings is that residents who have lived here for many years or who have recently moved here because of the rural, small town feel and ability to have open space, and animals. And while neighborly, a more private lifestyle with less governmental regulation versus a more urban area with more governmental regulation. Attendees would like to see a maintenance and nuisance section added to the code and removal of animal limits.

Town meetings (Planning & Zoning Commission/Town Council) have been held on the issue. Similar issues such as barking dogs, dogs “at large”, enforcement of current code, disjointed definitions and research/defining kennels were discussed.

One reoccurring theme of community and town meetings has been animal control with the main issues being barking dogs and dogs “at large”. The Yavapai County Sheriff’s Office Animal Control Unit (YCSO) did present at the second meeting to discuss their role in enforcement of these issues as well as the procedure by which a complaint is received and processed.

While the town’s Code Enforcement process was brought up at meetings and briefly discussed, that item is not part of this summary as the summary deals exclusively with the Animal Code Review task.

Research:

In speaking with other jurisdictions in Central/Northern Arizona four jurisdictions have no household pet limits (Clarkdale, Chino Valley, Prescott, Yavapai County) and four jurisdictions have pet limits regarding dogs and/or cats (Camp Verde, Coconino County, Flagstaff, Prescott Valley).

In researching pet limits state wide, many jurisdictions limit the number of dogs through their town code which is enforced by Animal Control. In the majority of cases, the number is limited in their definition of a kennel. The numbers of dogs vary by jurisdiction and there are multiple definitions of what constitutes a kennel i.e. residential kennel, commercial kennel, non-commercial kennel etc.

Currently the state regulates exotic animals. A summary of Arizona Law is included in the packet.

In terms of issues regarding dogs barking and running at large; YCSO tracks the number of complaints i.e. barking dogs, dogs “at large”, viscous dogs and the like. YCSO is complaint driven versus proactive enforcement and covers the entire County. Town staff was recently told that the Animal Control division has been experiencing a staff shortage.

Using the first and second quarter statistics regarding barking dogs (animal noise) and animals “at large”, statistics show that per capita of population versus the number of complaints received by YCSO this is a not a significant issue, however individuals who are continually subjected to barking dogs or animals “at large” feel this a violation of their safety and welfare. A potential solution to persistent dog barking/running at large problems would be to request YCSO take a more proactive enforcement approach which could lead to a higher IGA cost.

YCSO Animal Control Data		
Issue	1st Quarter	2nd Quarter
Animal Noise	8	15
Animals at Large	18	28
Animal Bite	4	5
Animal Neglect	2	3
Viscous Animal	2	4
Animal Pickup	7	8
Total Incidents	41	63
Total Citations	1	6

The number of complaints received by the town regarding the number of animals to date is 4 (2 received for too many horses; 2 received for too many dogs). This information further reveals that per capita of population versus the number of complaints this is a not a significant issue.

Staff's Recommendation:

The common elements that have triggered review of the Town’s Animal Code are: barking dogs, “at large” complaints, what constitutes a kennel, missing links and missing definitions. YCSO responds to barking and “at large” complaints (Town Code - Title 90) through an Inter-governmental agreement. Town staff enforces zoning and land use codes in relation to animal numbers through the Town’s code via the complaint process. The State currently defines and regulates exotic animals and it is staff’s recommendation to leave this regulation with the State.

Using a statistical approach, staff’s findings do not support a re-write of the code sections relating to Animals, which are: Title IX Chapter 90 General Regulations, Chapter 90 Animals and sections in Title XV Land Use, Zoning Regulations Chapter 153 (see the attached). However, based on the feedback from the community and the need to address future growth, staff does believe that certain sections of the current Town Code could be revised to address potential weaknesses that may impact the overall public safety and welfare of the community.

Staff has outlined three options for consideration based on the information provided. The options are as follows:

Option 1 – Full Revision of Animal Code

We could consider to include/revise definitions and regulations to include the following:

Agriculture, Agritourism, Animals: Farm/Livestock Animals, Domestic/Household Pets, Exotic Animals, Farm, Farmland, Farm Structure, Kennel, Kennel (residential), Kennel (commercial), Maintenance, Nuisance, Private Ranch, Stable (commercial), Stable (residential). Incorporate a designated Animal Section into the Town Code and criteria relating to care, maintenance/ nuisance and performance standards, project animals (4H), and increase animal structure setbacks into the Animal Section for code enforcement purposes. If applicable, determine where allowed uses would be as a matter of right (density district) i.e. kennels, stables, i.e. on larger parcel sizes.

Removal of animal limits all together or removal of household pet numbers with the addition of a well defined maintenance / nuisance section.

Option 2 – Partial Revision of Animal Code

Consider revising the following definitions and regulations:

Farm/Livestock, Domestic/Household Pets, Exotic Animals, Kennel, Kennel (residential), Kennel (commercial), Maintenance and Nuisance, criteria relating to care, maintenance/nuisance and performance standards. If applicable, determine where allowed uses would be as a matter of right (density district) i.e. kennels on larger parcel sizes.

Removal of household pet numbers with the addition of a well-defined maintenance/nuisance section.

Option 2 derives from the items included in Option 1. Option 2 items represent what staff believes would make the most sense considering minimum code changes.

Option 3 – No Revision

No revision of the Town Code. This option appears to be supported by the statistical data regarding animal related complaints.

In moving forward, the Town Council will be meeting on December 9, 2014 to discuss the direction to be taken regarding the Animal Code. A joint session with the Planning & Zoning Commission and Town Council is tentatively scheduled on Thursday, January 8, 2014 at 6:00 p.m. Town staff also wants to confer with our legal counsel for some items relating to animal regulations.

In conclusion, code revision warrants careful considerations. When addressing this and future code revisions, some agencies use a check list to evaluate the needs and feasibility. Based on our research, staff developed a check list to help us to better understand the needs and anticipate what is expected of the operation and the budget. For your convenience, the check list is included as part of summary.

Ordinance Revision Evaluation Sheet

- 1) Is there an existing issue that has prompted the rewrite? What are they? How severe are they? Are they severe enough to infringe the overall public safety and welfare?
- 2) Is the revised code going to be enforceable?
- 3) Are additional resources required i.e. Staff, equipment, money? Can our budget afford the additional resources? If this regulation is enacted, how much will it cost on an annual basis, both public and private? If this regulation is not enacted, what will be the public and private cost?
- 4) Can the identified public interest be protected by other means than legislation (i.e. better enforcement, education, administrative code in lieu of ordinance, etc.)?
- 5) Even though there is an interest to be protected, is it really worth another regulation?
- 6) Is this reactive to a problem? What are the unintended consequences, if any?
- 7) Is the regulation narrowly drafted to avoid imposing a burden on persons or activities that are not affecting the public interest?
- 8) Does the regulation impose a burden on a few property owners for the benefit of the public as a whole? If so, does it provide compensation?
- 9) Does the regulation impact private property rights?
- 10) Has the approach been tried in other jurisdictions? If so, what was the result?

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ORDINANCE No. 15-111

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, COUNTY OF YAVAPAI, ARIZONA, AMENDING THE TOWN OF DEWEY-HUMBOLDT, ARIZONA CODE OF ORDINANCES, TITLE III ADMINISTRATION, CHAPTER 30 TOWN COUNCIL AND OFFICIALS, § 30.109 PROTOCOL AT MEETINGS, PARAGRAPH (C) PROCEDURES RELATED TO COUNCIL PROCEDURES DURING COUNCIL MEETINGS; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES

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

Section I. In General

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title III Administration, Chapter 30 Town Council and Officials, Section 30.109 Protocol at Meetings, Paragraph (C) Procedures is hereby amended to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

§ 30.109 PROTOCOL AT MEETINGS.

* * *

(C) *Procedures*. The presiding officer at any meeting ~~is responsible for interpreting and implementing the rules of order, and~~ shall rule on any point of order raised by a ~~member of the body~~ COUNCILMEMBER. ONLY COUNCILMEMBERS MAY RAISE POINTS OF ORDER. The presiding officer may request advice from other members of the body or an appointed parliamentarian before making a ruling. However, any member may, on a point of order, call for a vote on the ruling and specifying an alternative ruling. A vote is then to be called on the point of order and, if a majority of members vote in favor of the proposed alternative ruling, the presiding officer shall defer to the opinion of the majority of the members for that meeting of the body. Otherwise the presiding officer's ruling shall stand. The presiding officer may impose reasonable limits to the time allotted for each member during the discussion phase of the proceedings, but if additional time is requested by the member, the presiding officer must ask for a vote to extend additional time, and if a majority of members agree to additional time, the time shall be granted. The following protocol for each agenda item will ordinarily be observed during regular meetings, but actions of Council are legal whether or not every element of the following subsections are observed:

~~(1) Staff presentation of the item (e.g., a report, outline of the issue, summary of the requested action).~~ STAFF OR COUNCIL MEMBER WHO IS PRESENTING THE AGENDA ITEM TO THE COUNCIL WILL STATE THE REASON FOR THE ISSUE COMING BEFORE THE COUNCIL.

~~(2) Questions of staff by the Council.~~ AFTER ANY QUESTIONS OF STAFF, COUNCIL WILL THEN DISCUSS THE AGENDA ITEM AND RESOLVE ANY CLARIFICATION ISSUES.

~~(3) Request for comments from the public. No public comments will be requested regarding items that concern issues or actions that have been scheduled for an executive session as provided by state law.~~ WHEN COUNCIL IS FINISHED DISCUSSING THE ITEM, PUBLIC COMMENT MAY BE TAKEN ON THE ITEM. PUBLIC COMMENT WILL BE LIMITED TO ONLY ONE 3 MINUTE COMMENT PER PERSON. ONE PERSON MAY NOT ASSIGN THEIR TIME TO ANOTHER PERSON.

~~(4) Possible additional discussion by the Council or presentation of information by staff appropriate to comments made by the public.~~ AFTER PUBLIC COMMENT IS DONE, THE AGENDA ITEM THEN GOES BACK TO THE COUNCIL FOR FURTHER DISCUSSION IF NEEDED.

~~(5) Additional questions of staff by the Council, identification of possible modifications to the item.~~ COUNCIL WILL THEN DECIDE WHAT ACTION TO TAKE, IF ANY, BY MAKING A MOTION.

(6) Request for a motion by the Mayor. ONCE A MOTION IS MADE AND SECONDED THEN A VOTE MUST BE TAKEN. THERE MAY BE MORE DISCUSSION BY THE COUNCIL BEFORE THE VOTE IS TAKEN. IF ANY COUNCIL MEMBER REQUESTS A ROLL CALL VOTE A ROLL CALL VOTE WILL BE TAKEN.

~~(7) Motion and second. Once there has been a second, a vote must be taken. If continuing discussion is preferred before committing to a course of action, then the motion should not be seconded.~~ A MAJORITY VOTE ON THE MOTION PREVAILS. A TIE VOTE MEANS THE MOTION FAILED. AN ABSTENTION COUNTS AS A NO VOTE.

~~(8) Council discussion.~~ AFTER THE VOTE THE NEXT ITEM ON THE AGENDA IS PUT FORWARD.

~~(9) Call the question.~~

* * *

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 _____, 2015, by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this ____ day of _____, 2015.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

APPROVED AS TO FORM:

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

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

Judy Morgan, Town Clerk



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

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: March 3, 2015

Date of Request: February, 17, 2015

Requesting: Action Discussion or Report Only

Type of Action: Routine/Consent Agenda Regular

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

Discussion possible action whether the

Town of Dewey-Humboldt assumes "Right of First Refusal" for the old bank building now leased by the Dewey-Humboldt Historical Society.

Purpose and Background Information (Detail of requested action):

I believe this action would be advantageous to both parties by demonstrating the Town's commitment to revitalize historic downtown Humboldt.

Staff Recommendation(s):

Budgeted Amount: Minimal legal expense.

List All Attachments: Copy of the proposal submitted by the Historical Society.

Type of Presentation: Oral

Special Equipment needed: Laptop Remote Microphone
 Overhead Projector Other:

Contact Person: Doug Treadway

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

Proposal by the Dewey-Humboldt Historical Society to Assign our Lease Agreement "Right of First Refusal" to the Town of Dewey-Humboldt

Currently, the Dewey-Humboldt Historical Society lease agreement with the Gateway Baptist Church allows the Historical Society to operate the Museum at 12925 Main Street, Humboldt Arizona 86329.

The current lease runs from 5th July 2014 until 4th July 2015. This lease contains Clause 10 which reads as follows:

Sale of Property: The Owner / Landlord retains the right to list or sale the Premise any time during the course of this written rental agreement. Tenant will be offered the Right of First Refusal.

As you may have heard or observed, the property has recently been put of for sale by the owner, Gateway Baptist Church. In considering various options for the future sale of the property, the Historical Society wishes to make the following proposal.

The Historical Society recommends we assign our lease agreement Right of First Refusal to the Town of Dewey-Humboldt. We believe this assignment would be advantageous to both the Historical Society and the Town.

- 1) As our Town Council, you are on record that you wish to revitalize historic downtown Humboldt. You have recently accepted a property donation on Main Street across from the Museum. The Town also owns the storage lot next to the museum, currently utilized by the Historical Society for parking and storage of outside displays. The Town has also discussed establishing a Historic District along Main Street and attracting related businesses for this revitalization.
- 2) The Museum already is attracting historic minded visitors to our Town. With the financial assistance from the Town, the museum is open and staffed by volunteers for 18 hours per week. During 2014, visitor attendance has averaged approximately 35 per week for a total of 1825 per year (based on those visitors that signed our guest book).
- 3) Museums in most small towns are housed in a historic building owned by the town but staffed by volunteers organizations that acquire and manage the collection and staff the building for the public. The Bank Building, constructed in 1918 certainly qualifies as a historic part of our Main Street.

Proposal by the Dewey-Humboldt Historical Society to Assign our Lease Agreement "Right of First Refusal" to the Town of Dewey-Humboldt

- 4) Should the Town accept assignment of the Right of First Refusal, there is a high probability that a long-term lease could be negotiated in escrow that would keep the museum open as a traffic generator in downtown Humboldt.

- 5) With a Right of First Refusal in hand at the opening of an escrow, the Town would also be in a position to acquire the building (without any obligation to do so), depending on the sale price.

- 6) With a secure location for the museum (long-term lease or Town ownership), the Historical Society could begin using its financial reserves in promoting & advertising the Museum, greatly increasing visitor attendance at the Museum and exposure to our historic Main Street.

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

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: Mar 3, 2015

Date of Request: 2/17/15

Requesting: Action Discussion or Report Only

Type of Action: Routine/Consent Agenda Regular

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

Brief verbal presentation, "Yavapai College Updates"

Purpose and Background Information (Detail of requested action):

Provide update about services provided by Yavapai College

Staff Recommendation(s):

Budgeted Amount: 0

List All Attachments:

Type of Presentation: oral

Special Equipment needed: Laptop Remote Microphone
 Overhead Projector Other:

Contact Person: Maya Nolan

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



TOWN OF DEWEY-HUMBOLDT
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Town Council Presentation Request Form

Requests to make a formal Town Council presentation must be approved by the Town Council as a whole at a council meeting. The request form is used to accompany a council member's Council Agenda Request Form (CARF) which would sponsor the presentation request. The Form must be submitted at least four weeks to the sponsoring council member prior to the requested Town Council meeting date. The CARF will be discussed at a council meeting for the Council to determine whether to approve the presentation request. The Town Council meets every first and third Tuesday of the month at 6:30 p.m. for regular sessions. The Council also meets every second Tuesday of the month at 2:00 p.m. for study sessions. The Town Council attempts to limit the length of individual presentations to 30 minutes unless the Council votes to extend that time. If any special equipment is requested, please notify the Town Clerk no less than 72 hours before the Council meeting.

Nature and Description of Presentation (Please note that this form does not apply to commendation and /or proclamation presentations, and individuals who wish to speak at the Comments from the public item on an agenda):

Brief verbal presentation, "Yavapai College Update"

A Yavapai College Vice President and a member of the District Governing Board

Please describe the number of participants, any audio or visual equipment that you will set up and utilize, and how long you will require to set up your equipment.

2 participants - verbal presentation

No equipment needed

Individual, agency, and/or organization attending Town Council meeting:

Name: Yavapai College Phone: (928) 776-2023
 Council Meeting Date Requested: March 17, 2015; alternate date: _____

Requested by:
 Name: Barbara Robinson Phone: (928) 776-2023
 Address: Yavapai College Email: barbara.robinson@yc.edu
1100 E. Sheldon, Prescott, AZ

If you have any questions about the application process, please contact the Town Clerk's Office at (928) 632-7362. Please return this form to the sponsoring council member, Dewey- Humboldt Town Hall, 2735 S. Highway 69, P.O. Box 69, Humboldt, AZ 86329, by fax to (928) 632-7365 or by email to the council member (Town Council contact information can be found at www.dhaz.gov/contacts).

S:\FORMS1\Town Clerk\Presentation Form\council presentation request form-final and adopted.docx

For Town Clerk Office Use Only:

Date requested received	<u>2/17/15</u>	Sponsoring Council Member	<u>Mayor Nolan</u>
Approved by Council at	_____	meeting (Mayor Initial _____)	
Not Approved	_____	Applicant Notified and Notes:	_____

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TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
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COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: March 3, 2015

Date of Request: Feb. 18, 2015

Requesting: Action Discussion or Report Only

Type of Action: Routine/Consent Agenda Regular

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

Discuss ingress/egress issue across from Humboldt Post Office, off Main Street. Addressing Ms. Livingston's recent comments regarding using CDBG funds to pave

"driveway" intersecting with Main Street and leading to Chaparral Gulch neighborhood and the recent stop sign placed on Main Street facing the "driveway."

Purpose and Background Information (Detail of requested action). _____

Respond to questions from resident (Karla Livingston) living in that area.

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: aerial photo map of area

Type of Presentation: oral

Special Equipment needed: Laptop Remote Microphone
 Overhead Projector Other: _____

Contact Person: Mayor Nolan *JLN*

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



Legend

- City Boundaries
 - Cottonwood
 - Peoria
 - Prescott
 - Sedona
 - Camp Verde
 - Chino Valley
 - Clarkdale
 - Dewey-Humboldt
 - Jerome
 - Prescott Valley
 - Wickenburg
 - County Boundary
 - Counties
 - Parcels
 - Major Roads
 - Interstate
 - State Highways
 - Major Roads
 - Road Centerlines
 - Cities
 - City Boundaries
 - Cottonwood
 - Peoria
 - Prescott
 - Sedona
 - Camp Verde
 - Chino Valley
 - Clarkdale
 - Dewey-Humboldt
 - Jerome
 - Prescott Valley
- Legend truncated...



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.

Map printed on: 2.20.2015