

**TOWN COUNCIL OF DEWEY-HUMBOLDT
STUDY SESSION MEETING NOTICE**

Tuesday, February 9, 2016, 2:00 P.M.

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

3. Study Session. No legal action to be taken.

3.1. Financial Statements Review (July 1 – December 31, 2015).

3.2. Website redesign follow-up and possible direction to proceed with an agreement. [continued from 12/8/15 and 1/12/16 work sessions]

3.3. Review animal codes (Dewey-Humboldt and Chino Valley) and get public input. Look at the results and then determine whether there is a need to establish an animal advisory committee.

3.4. Directions on future clean-up programs: an Intergovernmental Agreement (IGA) with Prescott Valley for the annual clean-up event in May, an IGA with Prescott for Hazardous Waste in March; and Dewey-Humboldt's own clean-up program.

3.5. Review, clarification and potential updating of Code 30.080 [Written Communications]. [CAARF requested by CM Alen]

3.6. Modification of Town Code Section 30.105D through Council action, resolution and/or ordinance. [CAARF requested by CM Repan]

4. Special Session. Legal action can be taken.

4.1. Discussion of possible acquisition of "Old Bank Building" on Main Street (12925 E. Main Street, Humboldt, APN 402-10-018). [CAARF requested by CM Alen] The Council may by majority vote, recess the regular meeting, hold an executive session, and then reconvene the work session for discussion and possible action on this item.

4.1.1. Recess into and hold an executive session pursuant to A.R.S. Section 38-431.03 (A)(7)
Discussions or consultations with designated representatives of the public body in order to

consider its position and instruct its representatives regarding negotiations for the acquisition of real property located at 12925 E. Main Street in Dewey-Humboldt (APN 402-10-018).

Page
71

4.1.2. Reconvene into Open Session.

4.2. 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.

5. Adjourn.

For Your Information:

Next Town Council Meeting: Tuesday, February 16, 2016, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, March 3, 2016, at 6:00 p.m.

Next Town Council Work Session: Tuesday, March 8, 2016, 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 _____, 2016, 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.

TOWN OF DEWEY-HUMBOLDT
COMBINED CASH INVESTMENT
DECEMBER 31, 2015

COMBINED CASH ACCOUNTS

CASH ALLOCATION RECONCILIATION

10 ALLOCATION TO GENERAL FUND	32,704.79
20 ALLOCATION TO HURF FUND	(25,013.95)
22 ALLOCATION TO GRANT FUND	(7,690.84)

TOTAL ALLOCATIONS TO OTHER FUNDS	.00

ZERO PROOF IF ALLOCATIONS BALANCE	.00

TOWN OF DEWEY-HUMBOLDT
BALANCE SHEET
DECEMBER 31, 2015

GENERAL FUND

ASSETS

10-000-1000	DUE TO OTHER FUNDS	32,704.79	
10-000-1003	CASH IN CHECKING WELLS FARGO	51,266.68	
10-000-1005	CHANGE FUND	150.00	
10-000-1010	MAGISTRATE COURT CHECKING	7,770.80	
10-000-1100	ACCOUNTS RECEIVABLE	64,099.81	
10-000-1600	CASH INVESTMENT ACCOUNT LGIP	3,395,364.01	
	TOTAL ASSETS		3,551,356.09

LIABILITIES AND EQUITY

LIABILITIES

10-000-2000	ACCOUNTS PAYABLE	(158.43)	
10-000-2100	ACCRUED WAGES	4,190.84	
10-000-2110	MED 125 PAYROLL LIABILITY	(627.92)	
10-000-2120	PAYROLL DEDUCTIONS CLEARING	(281.93)	
10-000-2200	COURT SURCHARGES	7,770.80	
	TOTAL LIABILITIES		10,893.36

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

10-000-2900	COURT RESTRICTED JCEF FUNDS	2,584.00	
10-000-2901	COURT ENHANCEMENT FUNDS	39,541.61	
10-000-2903	COURT RESTRICTED OTHER	1,050.00	
10-000-2910	RESERVED FOR IMPACT FEES-OTHER	10,109.69	
10-000-2995	FUND BALANCE AT START OF YEAR	3,423,408.08	
	REVENUE OVER EXPENDITURES - YTD	63,769.35	
	BALANCE - CURRENT DATE		3,540,462.73
	TOTAL FUND EQUITY		3,540,462.73
	TOTAL LIABILITIES AND EQUITY		3,551,356.09

TOWN OF DEWEY-HUMBOLDT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2015

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>						
10-100-3100	LOCAL SALES TAX	85,552.67	256,390.03	403,000.00	146,609.97	63.6
10-100-3202	BUILDING PERMITS	7,182.53	38,561.28	60,000.00	21,438.72	64.3
10-100-3310	INCOME TAX	39,069.76	234,418.56	468,837.00	234,418.44	50.0
10-100-3320	STATE SALES TAX	30,135.09	147,191.34	372,006.00	224,814.66	39.6
10-100-3330	AUTO LIEU	13,864.39	109,552.60	230,763.00	121,210.40	47.5
10-100-3403	PLANNING & ZONING FEES	620.00	1,955.00	5,500.00	3,545.00	35.6
10-100-3420	PLAN CHECK FEES	1,230.00	2,870.00	1,000.00	(1,870.00)	287.0
10-100-3425	UTILITY FRANCHISE FEES	.00	3,777.00	11,000.00	7,223.00	34.3
10-100-3430	MISCELLANEOUS	(6.63)	.00	.00	.00	.0
10-100-3501	COURT FINES	3,001.16	17,519.25	35,000.00	17,480.75	50.1
10-100-3504	COURT FINES - JCEF RESTRICTED	102.38	530.77	800.00	269.23	66.4
10-100-3505	COURT FTG DISTRIBUTION	.00	356.71	300.00	(56.71)	118.9
10-100-3506	COURT ENHANCEMENT FEE - ZCENH	678.50	5,858.83	5,500.00	(358.83)	106.5
10-100-3801	INTEREST EARNINGS	.00	9,192.96	15,000.00	5,807.04	61.3
10-100-3804	MISCELLANEOUS	8.88	490.19	200.00	(290.19)	245.1
TOTAL REVENUES		181,438.73	828,664.52	1,608,906.00	780,241.48	51.5
TOTAL FUND REVENUE		181,438.73	828,664.52	1,608,906.00	780,241.48	51.5

TOWN OF DEWEY-HUMBOLDT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2015

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TOWN COUNCIL AND MANAGEMENT</u>						
10-413-4000	SALARY AND WAGES	6,138.98	39,850.58	79,821.00	39,970.42	49.9
10-413-4100	ALLOWANCES	350.76	2,141.48	4,560.00	2,418.52	47.0
10-413-4110	HEALTH INSURANCE(BCBS,LIFE,HS)	769.36	4,420.12	8,640.00	4,219.88	51.2
10-413-4111	DENTAL & VISION INSURANCE	.00	268.34	780.00	511.66	34.4
10-413-4120	RETIREMENT	1,557.52	5,057.50	9,579.00	4,521.50	52.8
10-413-4150	MEDICARE	93.88	447.15	1,158.00	710.85	38.6
10-413-4160	STATE UNEMPLOYMENT	.00	.00	420.00	420.00	.0
10-413-4170	WORKERS COMPENSATION	.00	51.00	212.00	161.00	24.1
10-413-6010	DUES & MEMBERSHIPS	.00	10,737.00	11,765.00	1,028.00	91.3
10-413-6020	TRAINING AND TRAVEL	118.87	3,583.48	13,780.00	10,196.52	26.0
TOTAL TOWN COUNCIL AND MANAGEMENT		9,029.37	66,556.65	130,715.00	64,158.35	50.9
<u>TOWN CLERK AND PUBLIC RECORDS</u>						
10-414-4000	SALARY & WAGES	7,286.83	47,301.71	85,806.00	38,504.29	55.1
10-414-4010	OVERTIME	(2,950.00)	.00	.00	.00	.0
10-414-4110	HEALTH INSURANCE(BCBS,LIFE,HS)	1,551.32	8,564.62	8,640.00	75.38	99.1
10-414-4111	DENTAL & VISION INSURANCE	91.64	628.32	780.00	151.68	80.6
10-414-4120	RETIREMENT	1,856.80	5,786.35	10,297.00	4,510.65	56.2
10-414-4150	MEDICARE	129.29	599.26	1,245.00	645.74	48.1
10-414-4160	STATE UNEMPLOYMENT	(136.86)	.00	840.00	840.00	.0
10-414-4170	WORKERS COMPENSATION	.00	56.00	246.00	190.00	22.8
10-414-5100	SOFTWARE IMPL:GRANICUS & AMER	1,020.40	9,362.62	18,000.00	8,637.38	52.0
10-414-5300	OSP ELECTIONS	.00	.00	2,000.00	2,000.00	.0
10-414-6010	PROFESSIONAL MEMBERSHIPS	.00	43.00	360.00	317.00	11.9
10-414-6020	TRAINING AND TRAVEL	.00	1,216.94	1,500.00	283.06	81.1
10-414-6100	PUBLICAT & SUBSCR(NEWSLETTER)	2,508.17	9,175.12	16,000.00	6,824.88	57.3
10-414-6200	PRINT, PUBLISH, ADVERTISE	228.24	1,822.15	6,500.00	4,677.85	28.0
10-414-6380	SOFTWARE MAINT/ACQUIS-LASERFIC	.00	2,490.90	2,500.00	9.10	99.6
TOTAL TOWN CLERK AND PUBLIC RECORDS		11,585.83	87,046.99	154,714.00	67,667.01	56.3
<u>FINANCE AND BUDGET</u>						
10-415-4000	SALARY & WAGES	4,952.20	23,975.51	85,599.00	61,623.49	28.0
10-415-4110	HEALTH INSURANCE(BCBS,LIFE,HS)	782.71	4,416.32	17,640.00	13,223.68	25.0
10-415-4111	DENTAL & VISION INSURANCE	42.82	311.16	1,560.00	1,248.84	20.0
10-415-4120	RETIREMENT	1,021.96	2,890.10	10,032.00	7,141.90	28.8
10-415-4150	MEDICARE	73.15	294.81	1,242.00	947.19	23.7
10-415-4160	STATE UNEMPLOYMENT	61.15	61.15	840.00	778.85	7.3
10-415-4170	WORKERS COMPENSATION	.00	27.00	255.00	228.00	10.6
10-415-5001	OSP AUDIT SERVICES	.00	13,000.00	16,000.00	3,000.00	81.3
10-415-5200	OSP CONTRACTS	490.70	15,352.47	20,000.00	4,647.53	76.8
10-415-6010	PROFESSIONAL MEMBERSHIPS	.00	.00	500.00	500.00	.0
10-415-6020	TRAINING AND TRAVEL	.00	.00	500.00	500.00	.0
10-415-6380	SOFTWARE MAINT AND ACQUISITION	.00	1,074.00	6,000.00	4,926.00	17.9
TOTAL FINANCE AND BUDGET		7,424.69	61,402.52	160,168.00	98,765.48	38.3

TOWN OF DEWEY-HUMBOLDT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2015

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGAL</u>						
10-416-5001	OSP TOWN ATTORNEY	5,340.34	22,443.41	46,000.00	23,556.59	48.8
	TOTAL LEGAL	5,340.34	22,443.41	46,000.00	23,556.59	48.8
<u>INFORMATION TECHNOLOGY</u>						
10-417-5100	OSP TECHNICAL	2,783.75	6,715.00	24,480.00	17,765.00	27.4
10-417-5110	OSP I.T. & TELECOM	.00	2,188.75	5,000.00	2,811.25	43.8
10-417-6380	SOFTWARE MAINT AND ACQUISITION	.00	261.44	12,675.00	12,413.56	2.1
10-417-6900	EQUIPMENT - NON CAPITAL-REPAIR	273.56	273.56	2,500.00	2,226.44	10.9
10-417-6950	IT HARDWARE & EQUIPMENT ACQUIS	1,290.46	5,417.00	8,750.00	3,333.00	61.9
	TOTAL INFORMATION TECHNOLOGY	4,347.77	14,855.75	53,405.00	38,549.25	27.8
<u>MAGISTRATE COURT</u>						
10-421-4000	SALARY AND WAGES	3,311.89	23,135.90	47,446.00	24,310.10	48.8
10-421-4120	RETIREMENT	380.41	1,224.66	2,373.00	1,148.34	51.6
10-421-4150	MEDICARE	62.52	275.02	688.00	412.98	40.0
10-421-4160	STATE UNEMPLOYMENT	.00	.00	840.00	840.00	.0
10-421-4170	WORKERS COMPENSATION	.00	28.00	128.00	100.00	21.9
10-421-5001	OSP PUBLIC DEFENDER	(1,600.00)	.00	1,000.00	1,000.00	.0
10-421-5002	OSP MAGISTRATE	.00	125.00	.00	(125.00)	.0
10-421-5003	OSP PROSECUTOR	3,200.00	8,000.00	19,200.00	11,200.00	41.7
10-421-5005	OSP SPECIALIZED COURT FEES	72.81	72.81	2,000.00	1,927.19	3.6
10-421-5224	OSP CONTRACTS	.00	3,500.00	.00	(3,500.00)	.0
10-421-5303	LEASE, MAGISTRATE COURT	625.27	2,129.77	3,540.00	1,410.23	60.2
10-421-6010	PROFESSIONAL MEMBERSHIPS	.00	.00	400.00	400.00	.0
10-421-6020	TRAINING AND TRAVEL	215.74	815.88	2,000.00	1,184.12	40.8
10-421-6300	GENERAL SUPPLIES	358.43	358.43	1,000.00	641.57	35.8
10-421-6301	SUPPLY:BOOKS & SUBSCRIPTIONS	145.74	611.68	500.00	(111.68)	122.3
10-421-6500	UTILITIES	38.65	597.09	2,620.00	2,022.91	22.8
10-421-6520	TELEPHONE	177.31	411.24	500.00	88.76	82.3
10-421-6900	EQUIP SUPPLY-COMPUTER RENTAL	.00	1,125.00	2,600.00	1,475.00	43.3
	TOTAL MAGISTRATE COURT	6,988.77	42,410.48	86,835.00	44,424.52	48.8
<u>PUBLIC SAFETY</u>						
10-425-5300	OSP SHERIFF SERVICES	63,647.34	222,765.69	381,884.00	159,118.31	58.3
10-425-5301	OSP EMERGENCY RESPONSE	.00	1,674.00	1,800.00	126.00	93.0
10-425-5501	FACILITIES SHERIFF OFFICE	1,627.81	5,544.61	9,500.00	3,955.39	58.4
10-425-5503	MAINTENANCE SHERIFF OFFICE	.00	.00	200.00	200.00	.0
10-425-6500	UTILITIES	288.03	1,055.80	2,500.00	1,444.20	42.2
	TOTAL PUBLIC SAFETY	65,563.18	231,040.10	395,884.00	164,843.90	58.4

TOWN OF DEWEY-HUMBOLDT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2015

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ENGINEERING</u>						
10-430-4000	SALARY AND WAGES-PW SUP 100%	4,134.42	26,838.18	53,757.00	26,918.82	49.9
10-430-4110	HEALTH INSURANCE(BCBS,LIFE,HS)	776.26	4,252.12	8,460.00	4,207.88	50.3
10-430-4111	DENTAL & VISION INSURANCE	42.82	311.16	780.00	468.84	39.9
10-430-4120	RETIREMENT	1,135.04	3,374.19	6,451.00	3,076.81	52.3
10-430-4150	MEDICARE	75.33	309.48	780.00	470.52	39.7
10-430-4160	STATE UNEMPLOYMENT	.00	.00	420.00	420.00	.0
10-430-4170	WORKERS COMPENSATION	.00	419.00	1,781.00	1,362.00	23.5
10-430-5001	OSP ENGINEERING	.00	.00	3,000.00	3,000.00	.0
10-430-6010	PROFESSIONAL MEMBERSHIPS	.00	.00	200.00	200.00	.0
10-430-6020	TRAINING AND TRAVEL	.00	.00	500.00	500.00	.0
TOTAL ENGINEERING		6,163.87	35,504.13	76,129.00	40,624.87	46.6
<u>PUBLIC WORKS</u>						
10-431-4000	SALARY & WAGES-PW OPER 100%	4,978.18	32,315.35	70,127.00	37,811.65	46.1
10-431-4010	OVERTIME	.00	.00	800.00	800.00	.0
10-431-4110	HEALTH INSURANCE(BCBS,LIFE,HS)	1,557.62	8,505.29	16,680.00	8,174.71	51.0
10-431-4111	DENTAL & VISION INSURANCE	88.64	625.32	1,560.00	934.68	40.1
10-431-4120	RETIREMENT	1,218.72	3,903.25	7,801.00	3,897.75	50.0
10-431-4150	MEDICARE	72.88	347.24	1,029.00	681.76	33.8
10-431-4160	STATE UNEMPLOYMENT	.00	.00	1,260.00	1,260.00	.0
10-431-4170	WORKERS COMPENSATION	.00	503.00	2,675.00	2,172.00	18.8
10-431-5200	OSP JANITORIAL SERVICES	245.00	1,470.00	3,000.00	1,530.00	49.0
10-431-5500	FACILITIES, TOWN HALL	6,263.28	21,333.78	36,200.00	14,866.22	58.9
10-431-5503	MAINTENANCE TOWN HALL OFFICES	144.20	144.20	1,500.00	1,355.80	9.6
10-431-5900	OSP OTHER	355.96	1,375.46	2,500.00	1,124.54	55.0
10-431-5903	LIABILITY & AUTO INSURANCE	6,508.00	19,524.00	27,825.00	8,301.00	70.2
10-431-6020	TRAINING AND TRAVEL	.00	.00	200.00	200.00	.0
10-431-6300	GENERAL SUPPLIES - TOWN	1,546.23	3,910.49	10,000.00	6,089.51	39.1
10-431-6500	FACILITIES, ELECTRIC UTILITIES	454.50	3,311.58	9,000.00	5,688.42	36.8
10-431-6510	FACILITIES, GAS UTILITIES	85.81	120.57	1,500.00	1,379.43	8.0
10-431-6520	FACILITIES, TELEPHONE	958.16	3,040.37	6,000.00	2,959.63	50.7
10-431-6530	FACILITIES, CELLULAR	59.13	605.62	1,200.00	594.38	50.5
10-431-6595	FACILITIES, VEHICLE MAINT.	45.31	45.31	1,500.00	1,454.69	3.0
10-431-6600	FACILITIES, FUEL	23.00	175.50	1,000.00	824.50	17.6
10-431-7001	ROAD / FACILITY ACQUISITION	.00	.00	15,000.00	15,000.00	.0
10-431-7006	PARKS & RECREATION	24.79	131.27	12,000.00	11,868.73	1.1
TOTAL PUBLIC WORKS		24,629.41	101,387.60	230,357.00	128,969.40	44.0

TOWN OF DEWEY-HUMBOLDT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2015

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>						
10-465-4000	SALARY & WAGES	11,813.44	51,257.31	126,281.00	75,023.69	40.6
10-465-4110	HEALTH INSURANCE(BCBS,LIFE,HS)	36.17	108.51	17,100.00	16,991.49	.6
10-465-4111	DENTAL & VISION INSURANCE	42.82	311.16	1,560.00	1,248.84	20.0
10-465-4120	RETIREMENT	1,261.68	4,407.26	12,469.00	8,061.74	35.4
10-465-4150	MEDICARE	110.37	539.10	1,832.00	1,292.90	29.4
10-465-4160	STATE UNEMPLOYMENT	198.92	492.71	1,260.00	767.29	39.1
10-465-4170	WORKERS COMPENSATION	.00	289.00	1,200.00	911.00	24.1
10-465-5001	OSP P&Z MANAGEMENT	.00	.00	5,000.00	5,000.00	.0
10-465-5005	IGA LIBRARY SERVICE	9,035.75	27,107.25	36,141.00	9,033.75	75.0
10-465-5501	FACILITIES, LIBRARY	2,024.26	7,084.91	13,000.00	5,915.09	54.5
10-465-5900	OSP OTHER (IGA YAV BLDG INSP)	.00	.00	5,000.00	5,000.00	.0
10-465-6010	PROFESSIONAL MEMBERSHIPS	.00	.00	500.00	500.00	.0
10-465-6020	TRAINING AND TRAVEL	(518.92)	1,101.52	1,500.00	398.48	73.4
10-465-6100	SUPPLY: BOOK SUBSCRIPTIONS	.00	205.95	200.00	(5.95)	103.0
10-465-6380	SOFTWARE MAINTENANCE	1,300.00	1,300.00	1,300.00	.00	100.0
10-465-6950	NEIGHBORHOOD OUTREACH	480.00	3,342.86	40,000.00	36,657.14	8.4
TOTAL COMMUNITY DEVELOPMENT		25,784.49	97,547.54	264,343.00	166,795.46	36.9
<u>NON-DEPARTMENTAL</u>						
10-499-9995	COST OVERRUNS CONTINGENCY	.00	.00	200,000.00	200,000.00	.0
10-499-9998	EMPLOYEE ONE TIME BONUS	3,650.00	4,700.00	10,350.00	5,650.00	45.4
TOTAL NON-DEPARTMENTAL		3,650.00	4,700.00	210,350.00	205,650.00	2.2
TOTAL FUND EXPENDITURES		170,507.72	764,895.17	1,808,900.00	1,044,004.83	42.3
NET REVENUE OVER EXPENDITURES		10,931.01	63,769.35	(199,994.00)	(263,763.35)	31.9

TOWN OF DEWEY-HUMBOLDT
BALANCE SHEET
DECEMBER 31, 2015

HURF FUND

ASSETS

20-000-1000	DUE FROM GENERAL FUND	(25,013.95)	
20-000-1100	ACCOUNTS RECEIVABLE	28,790.47	
20-000-1500	INVESTMENTS - LGIP	309,673.63	
	TOTAL ASSETS		313,450.15

LIABILITIES AND EQUITY

LIABILITIES

20-000-2000	ACCOUNTS PAYABLE	180.54	
	TOTAL LIABILITIES		180.54

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
20-000-2900	RESERVE FOR IMPACT FEES	36,288.00	
20-000-2995	FUND BALANCE AT START OF YEAR	249,196.11	
	REVENUE OVER EXPENDITURES - YTD	27,785.50	
	BALANCE - CURRENT DATE	313,269.61	
	TOTAL FUND EQUITY		313,269.61
	TOTAL LIABILITIES AND EQUITY		313,450.15

TOWN OF DEWEY-HUMBOLDT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2015

		HURF FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>						
20-100-3340	HURF	24,275.71	125,485.09	303,662.00	178,176.91	41.3
20-100-3600	INTEREST EARNINGS	.00	265.81	500.00	234.19	53.2
TOTAL REVENUES		24,275.71	125,750.90	304,162.00	178,411.10	41.3
TOTAL FUND REVENUE		24,275.71	125,750.90	304,162.00	178,411.10	41.3

TOWN OF DEWEY-HUMBOLDT
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2015

		HURF FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ENGINEERING</u>						
20-430-7002	CAPITAL ROAD IMPROVEMENT-ENG	.00	.00	7,000.00	7,000.00	.0
	TOTAL ENGINEERING	.00	.00	7,000.00	7,000.00	.0
<u>PUBLIC WORKS</u>						
20-431-5900	OSP OTHER(ON-GOING ROAD MAINT)	7,274.50	41,759.74	55,192.00	13,432.26	75.7
20-431-6595	VEHICLE MAINTENANCE	.00	.00	1,470.00	1,470.00	.0
20-431-6600	FACILITIES, FUEL	764.04	2,753.03	12,000.00	9,246.97	22.9
20-431-6900	HEAVY EQUIP MAINT/SM PARTS-ND	900.90	5,652.71	10,000.00	4,347.29	56.5
20-431-7001	IN-HOUSE ROW MAINT MATERIALS	24.45	4,823.54	7,500.00	2,676.46	64.3
20-431-7006	CAPITAL ROAD MAINT (OSP)	.00	42,976.38	211,000.00	168,023.62	20.4
	TOTAL PUBLIC WORKS	8,963.89	97,965.40	297,162.00	199,196.60	33.0
	TOTAL FUND EXPENDITURES	8,963.89	97,965.40	304,162.00	206,196.60	32.2
	NET REVENUE OVER EXPENDITURES	15,311.82	27,785.50	.00	(27,785.50)	.0

TOWN OF DEWEY-HUMBOLDT
 BALANCE SHEET
 DECEMBER 31, 2015

GRANT FUND

ASSETS

22-000-1000	DUE FROM GENERAL FUND	(7,690.84)	
	TOTAL ASSETS		(7,690.84)

LIABILITIES AND EQUITY

LIABILITIES

22-000-2000	ACCOUNTS PAYABLE	(.09)	
	TOTAL LIABILITIES		(.09)

FUND EQUITY

22-000-2995	UNAPPROPRIATED FUND BALANCE: FUND BALANCE AT START OF YEAR	(7,690.75)	
	BALANCE - CURRENT DATE		(7,690.75)
	TOTAL FUND EQUITY		(7,690.75)
	TOTAL LIABILITIES AND EQUITY		(7,690.84)

TOWN OF DEWEY-HUMBOLDT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2015

		GRANT FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>						
22-100-3380	CDBG GRANT REVENUE	.00	.00	300,000.00	300,000.00	.0
22-100-3390	MISCELLANEOUS GRANT REVENUE	.00	.00	1,500,000.00	1,500,000.00	.0
22-100-3400	YAV CO FLOOD CNTRL FUND	16,740.31	37,176.37	65,000.00	27,823.63	57.2
TOTAL REVENUES		16,740.31	37,176.37	1,865,000.00	1,827,823.63	2.0
TOTAL FUND REVENUE		16,740.31	37,176.37	1,865,000.00	1,827,823.63	2.0

TOWN OF DEWEY-HUMBOLDT
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2015

		GRANT FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>						
22-430-7800	CDBG QUALIFIED EXPENDITURES	.00	.00	300,000.00	300,000.00	.0
22-430-7810	MISC GRANT QUALIFIED EXPENDITU	.00	20,436.06	1,500,000.00	1,479,563.94	1.4
22-430-7820	FLOOD CONTROL REIMBURSEMENT	.00	16,740.31	65,000.00	48,259.69	25.8
TOTAL EXPENDITURES		.00	37,176.37	1,865,000.00	1,827,823.63	2.0
TOTAL FUND EXPENDITURES		.00	37,176.37	1,865,000.00	1,827,823.63	2.0
NET REVENUE OVER EXPENDITURES		16,740.31	.00	.00	.00	.0

TOWN OF DEWEY-HUMBOLDT
BALANCE SHEET
DECEMBER 31, 2015

CAPITAL ASSETS FUND

ASSETS

90-000-1610	RIGHT OF WAY	2,942,961.00	
90-000-1620	PAVED ROADS	3,528,941.00	
90-000-1630	IMPROVEMENTS OTHER THAN BLDGS	680,946.00	
90-000-1660	OFFICE EQUIPMENT	10,578.00	
90-000-1670	VEHICLES AND EQUIPMENT	127,650.00	
90-000-1700	ACCUMULATED DEPRECIATION	(2,704,124.02)	
	TOTAL ASSETS		<u>4,586,951.98</u>

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
90-000-2996	INVESTMENT IN CAPITAL ASSETS	<u>4,586,951.98</u>	
	BALANCE - CURRENT DATE	<u>4,586,951.98</u>	
	TOTAL FUND EQUITY		<u>4,586,951.98</u>
	TOTAL LIABILITIES AND EQUITY		<u>4,586,951.98</u>

TOWN OF DEWEY-HUMBOLDT
BALANCE SHEET
DECEMBER 31, 2015

GENERAL LONG TERM LIABILITIES

ASSETS

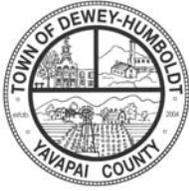
95-000-1660	AMOUNTS TO BE PROVIDED	19,418.00	
	TOTAL ASSETS		19,418.00

LIABILITIES AND EQUITY

LIABILITIES

95-000-2165	COMPENSATED ABSENCES	19,418.00	
	TOTAL LIABILITIES		19,418.00
	TOTAL LIABILITIES AND EQUITY		19,418.00

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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 STUDY SESSION

February 9, 2016, 2:00 p.m. Town Council Meeting Chambers

Agenda Item: # 3.2. Website redesign follow-up and possible direction to proceed with an agreement. (Follow-up from December 8, 2015 and January 12, 2016 Work Sessions)

To: Mayor and Town Council Members

From: Judy Morgan, Town Clerk

Date submitted: February 4, 2016

Recommendation: Direct to proceed with signing the sales agreement with CivicPlus (lowest quote) at the next meeting.

Summary:

At the December 8, 2015 Work Session, Council reviewed the process followed and recommendation made by Staff for a new website development of the Town’s site. At that time, Council had a few questions and requests for Revize, who had the lowest quote.

At the January 12, 2016 Work Session I brought back answers to those questions (in the Council Communications) and informed Council that I had just received a new lower quote from CivicPlus, that made it competitive with the front runner. I asked for additional time to review the new quote. Council asked to hear back on this issue at this February Work Session.

After review of the CivicPlus quote, they are the lowest quote for development and ongoing annual maintenance.

	<u>Development/Year 1 (1x)</u>	<u>Annual Maintenance (on-going)</u>
CivicPlus	\$2900.00 (Year 1)	\$1700.00 (Years 2 and 3; Year 4 \$1785)
Revize	\$3400.00 (Year 1)	\$1800.00 (Years 2 on)

Both companies are well-known and are considered at the top of their field (Revize 1200+ Gov’t clients/CivicPlus 1900 clients). The products they offer are very similar and would satisfy the needs of the town.

Here are some links to their live sites:

CivicPlus – <http://www.pvaz.net/>; <http://www.chinoaz.net/>; www.plano.gov;
<http://www.bisbeeaz.gov/>; <http://www.flagstaff.az.gov/>

Revize – <http://www.townofwilliamston.com/>; <http://www.springfieldmich.com/>;
<http://cityoforchardlake.com/>; <http://www.dunellen-nj.gov/>; <http://co.gila.az.us/>



Contact Information

Organization

URL

Street Address

Address 2

City

State

Postal
Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

ST

Postal
Code

Tax ID #

Sales Tax
Exempt #

Billing Terms

Account
Rep

Info Required on Invoice (PO or Job #)

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



Core Package Terms & Conditions

Invoicing & Payment Terms

The following agreement terms apply to the CivicPlus Advantage Plan – whereby the initial project development fees and recurring fees are paid equally over a three (3) year period. See Exhibit A for complete details and fee options.

1. Billing begins upon contract signing.
2. The CivicPlus Advantage Plan provides a fixed fee for an Agreement term of 36 months from the first date of billing. At 36 months, Client has the following options:
 - a. Contract for 12 months of standard Annual Services with CivicPlus. Base rate of \$1,700 is subject to a technology investment and benefit fee of 5 percent (%) of the total Annual Services costs beginning the fourth year of consecutive service.
 - b. Terminate services with CivicPlus by providing written notice as noted in Term 5.
3. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
4. Client allows CivicPlus to display a “Government Websites by CivicPlus” insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission.

Agreement Renewal

5. Either party may terminate this Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date. The Contract Renewal Date is thirty-six (36) months after the original contract was signed by the Client. Renewal Options are listed in Term 2 of this Agreement.
6. In the event of early termination of the Agreement by the Client within the first twelve (12) months of the Agreement, full payment of the remainder of the total First Year fees are due within 15 days of termination.
7. In the event of early termination of the Agreement by the Client after twelve (12) months, but before the expiration of the Agreement, Annual Services fees for year(s) two (2) and three (3) will be prorated and Client will be charged only for the time it remains as a Client of CivicPlus. Full payment of the remainder of the total First Year fees and prorated fees are due within 15 days of termination.
8. This contract may be extended to any municipality in the State of Arizona to purchase at contract prices in accordance with the terms stated herein.

Ownership & Content Responsibility

9. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).
10. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

Intellectual Property

11. Intellectual Property of the Government Content Management System (GCMS®) will remain the property of CivicPlus.
12. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet “links” to the GCMS® software or “frame” or “mirror” any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.



Indemnification

13. Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.

Liabilities

- 14. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
- 15. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
- 16. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

Date

CivicPlus

Date

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.



Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 30 Days from January 25, 2016

Project Development	
<i>Initial GCMS® upgrades, maintenance, support and hosting – no additional cost</i>	\$2,900
<i>Server Storage not to exceed 10 GB</i>	
Total Investment Year 1	
\$2,900	

Annual Services (Continuing GCMS® Upgrades, Maintenance, Support and Hosting)	
<i>Subject to annual 5% increase (technology investment and benefit fee) starting year 4 and beyond.</i>	\$1,700

At the request of Client, CivicPlus agrees to redistribute their standardized pricing as follows:

	1st Year	2nd Year	3rd Year
CivicPlus Advantage Annual Investment Payments	\$2,100	\$2,100	\$2,100
Client may terminate contract at the end of 36 months or select from options available in Term 2 of the Terms & Conditions			

--Remainder of this page left intentionally blank--



Project Development & Scope of Services

Design & Project Overview - Included

- Client will choose from 4 pre-designed layout templates and customize the color palette (no changes will be made to the chosen layout. This includes changes to the banner size, navigation, layout, and graphic buttons.)
- Client will provide images that are unique to their community for banner and background images or will agree to CP stock photography.
- Client may opt to keep the generic homepage slideshow provided. If a personalized slideshow is preferred, CivicPlus must receive a minimum of 12 photos.
- 50 pages of content development

Training - Included

- Five hours of group (with other clients) virtual training for up to 3 staff (training will be held from 10:00 am to 4:00 pm Central time on the scheduled day)
- Client will have unlimited access to online training library

Total Project Development and Deployment Fee

Initial GCMS® upgrades, maintenance, support and hosting included – no additional cost

Server Storage not to exceed 10 GB

CP Core Sites Include the Following:

Modules	Functionality
<ul style="list-style-type: none"> • Admin Home/Dashboard • Calendar • Document Center • Forms Center • Frequently Asked Questions • Image Center • News Flash • Notify Me® (E-mail only) • Quick Links • Slideshow • Staff Directory 	<ul style="list-style-type: none"> • Audit Trail / History Log • Broken Links • Dynamic Breadcrumbs • Link Redirect • Live Edit • Menu Management • Mobile Responsive Design • Online Editor for Editing and Page Creation • Printer Friendly / Email Page • RSS Feeds • Site Map • Site Search & Entry Log • Statistics • User & Group Administration



Exhibit C – Core Included Hosting

Data Center	<ul style="list-style-type: none">• Highly Reliable Data Center• Managed Network Infrastructure• On-Site Power Backup & Generators• Multiple telecom/network providers• Fully redundant Network• Highly Secure Facility• System Monitoring – Standard Business Hours
Hosting	<ul style="list-style-type: none">• Automated GCMS® Software Updates• Server Management & Monitoring• Multi-tiered Software Architecture• Server software updates & security patches• Database server updates & security patches• Antivirus management & updates• Server-class hardware from nationally recognized provider• Redundant firewall solutions• High performance SAN with N+2 reliability
Bandwidth	<ul style="list-style-type: none">• Multiple network providers in place• Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)• 22 Gb/s burst bandwidth
Disaster Recovery	<ul style="list-style-type: none">• Emergency After-hours support, live agent (24/7)• On-line status monitor at data center• Event notification emails• Guaranteed recovery TIME objective (RTO) of 14 days• Guaranteed recovery POINT objective (RPO) of 24 hours
DDoS Mitigation	<ul style="list-style-type: none">• Defined DDoS Attack Process<ul style="list-style-type: none">• Identify attack source• Identify type of attack• Monitor attack for threshold engagement



Exhibit D - Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within two hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	Maintenance of CivicPlus GCMS®
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) for authorized contact(s)	Install Service Patches for OS
24/7 Emergency Support (if purchased)	System Enhancements
Dedicated Support Personnel	Fixes
Usability Improvements	Improvements
Integration of System Enhancements	Integration
Proactive Support for Updates & Fixes	Testing
Online Training Manuals	Development
Monthly Newsletters	Usage License
CivicPlus Connection	



Exhibit E - CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.7%, in each case during any monthly billing cycle (the “Service Commitment”). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was “Unavailable.” Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- “Unavailable” and “Unavailability” mean:
 - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.7%	1% of one month’s fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words “SLA Credit Request” in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the “SLA Exclusions”). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.



Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to make insure that in the event of a disaster that make the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective

14 Days

Service Credit Percentage

5% of one month's fee

Recovery Point Objective

48 Hours

Service Credit Percentage

5% of one month's fee

Agenda Item 3.3. Attachment 1 - D-H proposed Ordinance with markups

ORDINANCE No. ____

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 LAND USE CODE, TITLE XV LAND USE REGULATIONS, CHAPTER 153 ZONING REGULATIONS, SECTIONS 153.05 DEFINITIONS, 153.035 R1L DISTRICT (RESIDENTIAL; SINGLE FAMILY LIMITED), 153.037 RMM DISTRICT (RESIDENTIAL; MULTI-SECTIONAL MANUFACTURED HOUSE), 153.038 R1 DISTRICT (RESIDENTIAL; SINGLE-FAMILY), 153.039 RCU DISTRICT (RESIDENTIAL; RURAL), AND 153.040 R2 DISTRICT (RESIDENTIAL; MULTI-FAMILY) AS ~~IF~~ THOSE DISTRICTS INCORPORATES THE PERMITTED USES IN RIL DISTRICTS, AMENDING SECTIONS 153.042 C1 DISTRICT (COMMERCIAL; NEIGHBORHOOD SALES AND SERVICES), PARAGRAPH (B), 153.043 C2 DISTRICT (COMMERCIAL; GENERAL SALES AND SERVICES) AND 153.044 C3 DISTRICT (COMMERCIAL AND MINOR INDUSTRIAL) AS THOSE DISTRICTS INCORPORATE THE PERMITTED USES IN C1 DISTRICTS, 153.046 M1 DISTRICT (INDUSTRIAL; GENERAL LIMITED), PARAGRAPH (B)(3), AND 153.066 ACCESSORY USES AND STRUCTURES RELATED TO ANIMAL USES IN RIL DISTRICTS (RESIDENTIAL; SINGLE FAMILY LIMITED), R1 DISTRICT (RESIDENTIAL; SINGLE-FAMILY), C1 DISTRICT (COMMERCIAL; NEIGHBORHOOD SALES AND SERVICES), C2 DISTRICT (COMMERCIAL; GENERAL SALES AND SERVICES) AND C3 DISTRICT (COMMERCIAL AND MINOR INDUSTRIAL), DISTRICT (RESIDENTIAL; SINGLE-FAMILY); PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING PENALTIES

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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 Land Use Code, Title XV Land Use Regulations, Chapter 153 Zoning Regulations, Sections 153.05 Definitions, 153.035~~6~~ R1L District (Residential; Single Family Limited), Paragraph (b)(12), 153.037 RMM District (Residential; Multi-Sectional Manufactured House), 153.038 R1 District (Residential; Single-Family) 153.039 RCU District (Residential; Rural), and 153.040 (R2 District (Residential; Multi-Family) as ~~if~~ those districts -incorporates the permitted uses in RIL Districts; Sections 153.042 C1 District (Commercial; Neighborhood Sales and Services, Paragraph (B), 153.043 C2 District (Commercial; General Sales and Services) and 153.044 C3 District (Commercial and Minor Industrial) as those districts incorporate the permitted uses in C1

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File: 1908-003-0000-0000; Desc: Animals-Zoning Code Ch 153 4-24-15; Doc#: 221748v2 File: 1908-003-0000-0000; Desc: Animals-Zoning Code-CH-153-3-27-15; Doc#: 221748v1

Districts; Section 153.046 M1 District (Industrial; General Limited) Paragraph (B)(3), and 153.066 Accessory Uses and Structures Paragraph (F) are hereby amended to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

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LAND USE CODE

§ 153.005 DEFINITIONS.

For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meaning given on the following pages. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "person" includes individuals, partnerships, corporations, clubs and associations. The following words or terms when applied to this chapter shall carry full force when used interchangeably: lot, plot, parcel or premises; used, arranged, occupied or maintained; sold or dispensed; construct, reconstruct, erect, place or alter (structurally or otherwise).

* * *

EXOTIC WILDLIFE. ANIMALS, FOWL AND OTHER CREATURES NOT NATIVE TO NORTH AMERICA, REGULATED AS EXOTIC WILDLIFE PURSUANT TO ARIZONA RULES AND REGULATIONS R-12-4-401 THROUGH R-12-4-430.

Commented [SB1]: To match ARS language and provide clarity.
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* * *

FARM ANIMALS. ~~Animals other than household pets that shall, where permitted, be permitted to be kept and maintained for commercial production and sale and/or family food production, education or recreation.~~ **FARM ANIMALS** are identified as being, e.g., Horses, cattle, BISON, KANGAROOS, WALLABYS, sheep, goats, rabbits, chinchillas, chickens, turkeys, pheasants, geese, ducks, pigeons, PEACOCKS, OSTRICHES, EMUS, llamas and alpacas. See also ~~§ 153.066(E) and (F)~~.

Commented [SB3]: These are not native to North America

* * *

KENNEL. ~~Any place where seven or more dogs are owned, kept, boarded, bred and/or offered for sale.~~ ANY STRUCTURE, LAND, OR COMBINATION THEREOF, USED, DESIGNED, OR ARRANGED FOR THE BOARDING, BREEDING, OR CARE OF ANIMALS OR FOWL FOR A FEE, OR OTHER COMMERCIAL PURPOSE BUT NOT INCLUDING BOARDING, BREEDING OR CARE OF FARM ANIMALS.

Commented [SB4]: Fowl are animals

PETS (HOUSEHOLD). Dogs, cats, rabbits, birds, pot-belly pigs, FISH and the like. "PETS" ALSO INCLUDES ~~(and other small animals not otherwise classified as EXOTIC, under 100 pounds), for family use only (noncommercial) with cages, pens and the like.~~

§ 153.036 R1L DISTRICT (RESIDENTIAL; SINGLE FAMILY LIMITED)

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

~~(B)(12) KENNELS THAT WERE IN EXISTENCE PRIOR TO _____. WITHIN NINETY (90) DAYS FOLLOWING THE EFFECTIVE DATE OF THIS ORDINANCE, A PERSON WHO CLAIMS THAT HIS KENNEL WAS IN EXISTENCE PRIOR TO _____ SHALL PRESENT TO THE ENFORCEMENT OFFICER EVIDENCE THAT THE USE WAS IN EXISTENCE PRIOR TO _____. THE ENFORCEMENT OFFICER SHALL MAINTAIN A COPY OF SUCH EVIDENCE. EXCEPT FOR KENNELS IN EXISTENCE PRIOR TO _____ KENNELS ARE NOT PERMITTED IN THE R1L DISTRICT EXCEPT ON LOTS OF NO LESS THAN 70,000 SQUARE FEET.~~

§ 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)(17) KENNELS

§ 153.046 M1 DISTRICT (INDUSTRIAL; GENERAL LIMITED).

Permitted uses for the M1 District (Industrial; General Limited) are as follows in this section.

- Commented [SB5]:
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Commented [SB6]: We depend on our existing non-conforming use enforcement for this use as we do others

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(B (3) Manufacturing, machining, tooling, assembly, fabrication, welding, milling, molding, equipping, decorating, glazing, repairing, servicing, cleaning, winding, printing, publishing, pickling, brewing, distilling, salvage (but not wrecking), equipment, material and dead storage yards, plating and polishing, meat packing (no slaughtering except rabbits and poultry), animal treating, boarding, breeding and sales KENNELS, warehousing (including elevators), freight yards, circuses and carnivals, race tracks and stadiums; and

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§ 153.066 ACCESSORY USES AND STRUCTURES.

(F) EXOTIC WILDLIFE. A PERSON WHO MAINTAINS EXOTIC WILDLIFE ON HIS PROPERTY SHALL COMPLY WITH ALL APPLICABLE STATE REGULATIONS RELATED TO EXOTIC WILDLIFE, IN ADDITION TO THE REQUIREMENTS OF THIS CHAPTER.

(#G) Allowed animal chart.

<i>Allowed Animal AND FOWL Chart</i>	
Type	Animals Allowed
Category A - Dairy cow <u>CATTLE</u> , bison, <u>KANGAROOS</u> , <u>WALLABYS</u> , steer/heifer , horse or other similar size/weight	2 per acre*
Category B - Ostrich , miniature horse, llama, alpaca , sheep, goat, emu or other <u>FARM ANIMALS</u> of similar size/weight	5 per acre*
Category C - Turkeys, peacocks , geese, pheasants, ducks, pigeons, chinchillas , rabbits, chickens or other similar size/weight toward the total. After one year of age, animal off-spring count as adult animals	8 per acre*
<u>Category D - Exotic Animals with state permit.</u>	
*And proportionately greater for larger properties	

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Section II. Savings Clause

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

Section III. Repeal of Conflicting Ordinance

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

Section IV. Penalties

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

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

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this ___ day of _____, 2015.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

APPROVED AS TO FORM:

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

File: 1908-003-0000-0000; Desc: Animals-Zoning Code Ch 153 4-24-15; Doc#: 221748v2 File: 1908-003-0000-0000; Desc: Animals-Zoning Code-CH-153-3-27-15; Doc#: 221748v1

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

File: 1908-003-0000-0000; Desc: Animals-Zoning Code Ch 153 4-24-15; Doc#: 221748v2
File: 1908-003-0000-0000; Desc: Animals-Zoning Code-CH-153-3-27-15; Doc#: 221748v1

ORDINANCE NO. ~~12-762~~ 12-760

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, REPEALING THE CHINO VALLEY TOWN CODE TITLE IX: GENERAL REGULATIONS, CHAPTER 90: "ANIMALS" AND ADOPTING THE NEW "CHINO VALLEY TOWN CODE CHAPTER 90: ANIMALS" BY REFERENCE

WHEREAS, the Town's current Animal Control Ordinance was vague in several areas, contained no penalties, and was found to be inadequate; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA:

Section 1: That certain document known as "Chino Valley Town Code Chapter 90: Animals," three copies of which are on file in the office of the town clerk of the Town of Chino Valley, Arizona, which document was made a public record by Resolution No. 12-999 of the Town of Chino Valley, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

Section 2: Chapter 90: Animals, of the Chino Valley Town Code, is hereby deleted in its entirety and is superseded by the new "Chino Valley Town Code Chapter 90: Animals."

Section 3: All other sections of the Town Code, other ordinances, and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed on the effective date of this Ordinance.

Section 4:

A. Any person violating any provision of this chapter for which no specific penalty is prescribed shall be guilty of a Class 1 misdemeanor.

B. Any person violating any provisions of Sections 90.03; 90.04; 90.05; 90.08; 90.10; 90.12; 90.13 and/or 90.15 of this Chapter shall be guilty of a Class 3 misdemeanor.

Section 5: The amendment of Chino Valley Town Code Chapter 90 does not affect the rights and duties that have matured and/or the penalties that were incurred hereunder and/or any proceedings that were begun before the effective date of this Ordinance.

Section 6: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance adopted herein by reference, 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 remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 11th day of December, 2012.

Chris Marley, Mayor

ATTEST:

APPROVED AS TO FORM:

Jami C. Lewis, Town Clerk

Musgrove Drutz & Kack, PC
Town Attorney

CHINO VALLEY CODE OF ORDINANCES – RELATING TO ANIMALS/KENNELS

CHAPTER 90: ANIMALS

Section

- [90.01](#) Purpose
- [90.02](#) Definitions
- [90.03](#) Injury by vehicle
- [90.04](#) Strays
- [90.05](#) Running dog at large
- [90.06](#) Impounding of dogs
- [90.07](#) Powers and duties of the animal control officer
- [90.08](#) License fee for dogs; issuance of tags; records; penalties
- [90.09](#) Anti-rabies vaccinations: vaccination and license standards
- [90.10](#) Wearing license tags
- [90.11](#) Handling of biting dogs; responsibility for reporting dog bites
- [90.12](#) Nuisance barking
- [90.13](#) Unlawful interference with animal control officers
- [90.14](#) Dangerous dogs
- [90.15](#) Adequate exercise space for dogs
- [90.99](#) Penalty

§ 90.01 PURPOSE.

The purpose of this chapter is to aid and assist the town and its appropriate staff in the enforcement of A.R.S. § 11-1002, Powers and Duties of the State Veterinarian and the Arizona Department of Agriculture; A.R.S. § 11-1003, Power and Duties of the Department of Health Services; A.R.S. § 11-1010; Anti-rabies Vaccination; Vaccination and License Stations; A.R.S. § 11-1016, Removing Impounded Animals; A.R.S. § 11-1017, Unlawful Keeping of Dogs; and A.R.S. § 11-1020, Dogs; Liability.

(Res. 12-999, passed 12-11-2012; Ord. 12-760, passed 12-11-2012)

§ 90.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ANIMAL CONTROL OFFICER. A person who has the authority and is responsible for enforcement of the provisions and regulations of this chapter.

ANIMAL CONTROL SHELTER. Any established location authorized by the Chief of Police for the confinement, maintenance, safekeeping and control of dogs that come into the custody of an animal control officer or police officer in the performance of their duties.

COLLAR. A band, harness or suitable device worn around the neck or body of a dog to which a license tag may be attached

DANGEROUS DOG. Any dog:

(1) Whose owner or responsible person knows, or has reason to know, that the dog has a propensity to attack, to cause injury, or otherwise endanger the safety of human beings or domestic animals without provocation;

(2) That has been previously found to be dangerous or vicious by a court of competent jurisdiction, the owner having received notice thereof, and the dog again having aggressively bitten, attacked or endangered the safety of humans or domestic animals;

(3) That, without provocation, inflicts severe injury to a human being;

- (4) That menaces, maims or kills domestic animals when off its owner's property;
- (5) That is used in the commission of a crime, including but not limited to, dog fighting; or
- (6) That, unprovoked, chases or approaches a person upon the streets, or any public grounds, in a menacing fashion or apparent attitude of attack, or that causes injury or otherwise threatens the safety of humans or domestic animals.

DOG. A member of the *canis familiaris* family.

DOG AT LARGE. A dog that is not on the premises of the owner or responsible person, and is not under the control of the owner or responsible person. Any dog in a suitable enclosure or physically restrained by the owner or responsible person shall not be considered to be at large.

DOG OWNER. Any person possessing, harboring, keeping, having an interest in, or having control or custody of a dog.

DOG VIOLATION CITATION. A document issued by an animal control officer or police officer to a person who has violated a provision of this chapter.

ENCLOSURE. A fence or structure suitable to prevent the escape of a dog or the entry of young children.

IMPOUND. The act of taking or receiving any dog into custody, by an animal control officer or police officer, for the purpose of confinement in the Chino Valley Animal Control Shelter in accordance with the provisions of this chapter.

MICROCHIP. To implant an animal with a **MICROCHIP** tag linked to a national computer network for the purpose of identification.

NEGLECT. An overt act involving failure to provide for the health and safety of a dog, including but not limited to, failure to provide adequate food, water, shelter, exercise or necessary veterinary care to a dog, or to adequately confine a dog in a manner appropriate to its breed, age and condition.

PERSON. See § [10.05](#).

PROPER ENCLOSURE FOR A DANGEROUS DOG. While on the owner's or responsible person's property, the secure confinement of a dangerous dog, either indoors or in a securely enclosed and locked pen or structure suitable to prevent the entry of young children, and designed to prevent the dog from escaping. The pen or structure shall have secure sides, top and floor, and shall be constructed in a manner that does not allow the dog's head to protrude through the pen or structure. The pen or structure shall also provide the dog with protection from the elements, along with fresh food and water, and an exercise area to maintain the dog in good health.

RESPONSIBLE PERSON. An owner or any person who has the responsibility for the possession, care, custody or control of a dog or fowl, and has the authority and ability to act on behalf of, or in the interest of the owner.

RESTRAINT. Confinement of a dog within the real property limits of its owner, or secured by a leash or lead, or otherwise under control of a responsible person, or confinement within a vehicle in a manner that prevents escape.

SEVERE INJURY. Any physical injury that results in broken bones, puncture wounds, or lacerations requiring sutures and/or cosmetic surgery.

SHELTER. A structure capable of protecting a dog from present and potential environmental hazards.

STRAY DOG. A dog that is at large and is not wearing a valid license tag and/or microchip device.

TAG. Proof of a license that is worn by the licensed dog.

TATTOO. An indelible mark or figure fixed upon the body by insertion of pigment under the skin.

UNDER CONTROL. Physically restrained by a leash, rope, cord, chain or other device and/or under the direct supervision and control of the owner or responsible person.

VACCINATION. The administration of an anti-rabies vaccine to dogs by a veterinarian.

VETERINARY HOSPITAL. Any establishment operated by a veterinarian licensed to practice in the State of Arizona, which provides clinical facilities and houses dogs or birds for dental, medical or surgical treatment. A veterinary hospital may have adjacent to it, in conjunction with it or as an integral part of it, pens, stalls, cages or kennels for quarantine, observation or boarding.

(Res. 12-999, passed 12-11-2012; Ord. 12-760, passed 12-11-2012)

Editor's note:

The definition for "dog" provided in § [90.02](#) was revised in editing the S-3 Supplement to reflect the correct Latin name.

📖 § 90.03 INJURY BY VEHICLE.

Any person who accidentally or otherwise hits a dog with a vehicle must make a reasonable effort to contact the owner of the dog. In the event the owner cannot be contacted, the operator of the vehicle shall at once contact the Police Department or animal control officer to report the incident.

(Res. 12-999, passed 12-11-2012; Ord. 12-760, passed 12-11-2012) Penalty, see [§ 90.99](#)

📖 § 90.04 STRAYS.

It is unlawful for any person to harbor or keep any lost or stray dog within the town without notifying the animal control officer. Whenever any dog is found that appears to be lost or strayed, it shall be the duty of the finder to notify the owner, animal control officer, or the Police Department as soon as possible.

(Res. 12-999, passed 12-11-2012; Ord. 12-760, passed 12-11-2012) Penalty, see [§ 90.99](#)

📖 § 90.05 RUNNING DOG AT LARGE.

(A) It is unlawful for an owner or responsible person of a dog to allow it to be at large within the town limits. The owner or responsible person of a dog shall provide adequate fencing and/or enclosures to keep it contained on his or her property or, if off the property, are under the owner's or responsible person's direct supervision and control.

(B) Any dog at large may be apprehended and impounded by an animal control officer or police officer.

(1) Animal control officers may issue citation(s) for a dog at large to the owner or responsible person of that dog.

(2) The procedure for the issuance of a notice to appear shall be as provided for peace officers in A.R.S. § 13-3903, except the animal control officer shall not make an arrest before issuing the notice.

(3) The issuance of citations pursuant to this chapter shall be subject to the provisions of A.R.S. § 13-3899.

(C) A dog is not at large:

(1) If it is engaged in obedience training, accompanied by and under the control of its owner or trainer.

(2) While it is being used for legitimate hunting purposes.

(3) While it is being exhibited in a sanctioned event.

(4) If while off the premises of the owner or responsible person, it is under the owner's or responsible person's direct supervision and control.

(5) If it is being utilized as a service dog for a handicapped person or a seeing-eye dog in assisting a legally blind person.

(6) If it is being used to control livestock.

(Res. 12-999, passed 12-11-2012; Ord. 12-760, passed 12-11-2012) Penalty, see [§ 90.99](#)

📖 § 90.06 IMPOUNDING OF DOGS.

(A) Any stray dog shall be impounded. All impounded dogs shall be given proper care and maintenance.

(B) Each impounded licensed, microchipped or tattooed dog shall be kept and maintained at the Animal Control Shelter for a minimum of 10 days, unless claimed by its owner or responsible person. An unlicensed dog will be kept and maintained at the Animal Control Shelter for a minimum of 3 days. Any dog found without a tag, microchip device, or tattoo identifying its owner shall be deemed not owned.

(C) An impounded licensed or unlicensed dog may be adopted upon expiration of the impoundment period, provided the person pays the appropriate adoption fees and complies with licensing and vaccinating provisions of this chapter. Adoption fees may be waived for recognized nonprofit dog rescue groups. No dog will be released for use in medical research. Animal control officers may destroy impounded, sick or injured dogs whenever the destruction is necessary to prevent the dog from suffering, or to prevent the spread of disease provided such is confirmed by a licensed veterinarian.

(D) Any licensed impounded dog may be reclaimed by its owner or responsible person within 10 days, provided the person reclaiming the dog furnishes proof of the right to do so, proof of rabies vaccination, pays all dog shelter fees, medical fees, service and license fees as applicable. If the dog is not reclaimed within the impoundment period, the animal control officer shall take possession and may place the dog for adoption, or may dispose of the dog in a humane manner as prescribed by a licensed veterinarian.

(E) Any dog, except those showing signs of rabies, which it is necessary to destroy, shall be destroyed only by a state-licensed veterinarian.

(F) Any dog surrendered by its owner or responsible person to be destroyed becomes the property of the town. All associated fees will be paid by the owner or responsible person that surrenders the dog.

(Res. 12-999, passed 12-11-2012; Ord. 12-760, passed 12-11-2012) Penalty, see [§ 90.99](#)

📖 § 90.07 POWERS AND DUTIES OF THE ANIMAL CONTROL OFFICER.

(A) The animal control officer shall:

(1) Enforce the provisions of this chapter and the regulations promulgated hereunder.

(2) Issue citations for violations of this chapter and the regulations promulgated hereunder.

The procedure of the issuance of notices to appear shall be provided for peace officers in A.R.S. § 13-3903, except that the animal control officer shall not make an arrest before issuing the notice.

(B) The issuance of citations pursuant to this section shall be subject to the provision of A.R.S. § 13-3899.

(C) The animal control officer is a member of the Police Department and, where applicable, shall function in accordance with Police Department policies and procedures.

(Res. 12-999, passed 12-11-2012; Ord. 12-760, passed 12-11-2012)

📖 § 90.08 LICENSE FEE FOR DOGS; ISSUANCE OF TAGS; RECORDS; PENALTIES.

(A) The Town Council shall set an annual license fee, which shall be paid for each dog 3 months of age or over that is kept, harbored or maintained within the boundaries of the town for at least 30 consecutive days of the calendar year. License fees shall become payable at the discretion of the Council. The licensing period shall not exceed the period of time for revaccination as designated by the State Veterinarian.

(B) License fees shall be paid within 90 days of acquisition of the dog. A penalty shall be added to the license fee in the event that application is made subsequent to the date on which the dog is required to be licensed under the provisions of this chapter.

(C) Durable license tags shall be provided. Each dog licensed under the terms of this chapter shall receive, at the time of licensing, such a tag on which shall be inscribed the name of the town, the number of the license and the year for which it is valid. The license tag shall be attached to a collar or harness, which shall be worn by the dog at all times, except when the dog is confined on the owner's property or due to medical condition certified by a licensed veterinarian, in which case the owner will provide proof of the condition signed by a licensed veterinarian. Whenever a tag is lost, a duplicate tag shall be issued upon application and payment of a fee by the owner.

(D) License fees for dogs permanently incapable of procreation shall be at a lower rate. An application for a license for a dog incapable of procreation shall furnish adequate proof satisfactory to the animal control officer that the dog has been surgically altered to be permanently incapable of procreation.

(E) After written notification from the animal control officer, the owner will have 15 days to obtain a license for a dog required to be licensed. It is also a violation of this chapter to counterfeit or attempt to counterfeit an official dog tag, or to remove a tag from any dog for the purpose of willful and malicious mischief, or to place a dog tag upon a dog unless the tag was issued for that particular dog.

(F) Impounding fees shall be established by the Council in conformance with current state fees for the impounding and maintenance of dogs of like species and circumstances.

(Res. 12-999, passed 12-11-2012; Ord. 12-760, passed 12-11-2012) Penalty, see [§ 90.99](#)

📖 § 90.09 ANTI-RABIES VACCINATIONS: VACCINATION AND LICENSE STANDARDS.

(A) Before a license is issued for any dog, the owner must present a rabies vaccination certificate signed by a veterinarian, stating the owner's name and address and giving the dog's description, date of vaccination, and type, manufacturer and serial number of the vaccine used, and date revaccination is due. A duplicate of each rabies vaccination certificate issued to a resident of Chino Valley shall be transmitted to the animal control officer on or before the 10th day of the month following the month during which the dog was vaccinated. No dog shall be licensed unless it is vaccinated in accordance with the provisions and regulations of this chapter.

(B) The owner of a dog 3 months of age or over, which, for medical purposes, is unable to receive a rabies vaccination, may request a waiver of the unaltered license fees. The owner may be granted this waiver only after supplying to the animal control officer a certified veterinarian recommendation from a licensed veterinarian.

(C) A dog vaccinated in any other state prior to entry into Arizona may be licensed in Arizona provided that, at the time of licensing, its owner presents a vaccination certificate, signed by a veterinarian licensed to practice in the state or a veterinarian employed by a governmental agency in that state. The vaccination certificate must state the owner's name and address, and

provide a description of the dog, its date of vaccination, and the type, manufacturer and serial number of the vaccine used.

(D) The vaccination must be in conformity with the provisions and regulations of this chapter. (Res. 12-999, passed 12-11-2012; Ord. 12-760, passed 12-11-2012) Penalty, see [§ 90.99](#)

📖 § 90.10 WEARING LICENSE TAGS.

Any dog over the age of 3 months shall either be implanted with a permanent microchip device or wear a collar or harness to which is attached a valid license tag pursuant to [§ 90.08](#) above. Dogs used for the control of livestock, while being trained for hunting or dog obedience training, or while being exhibited or trained at a kennel club event, and the dogs while being transported to and from such events, need not wear a collar or harness with a valid license attached, provided they are properly vaccinated, licensed and controlled.

(Res. 12-999, passed 12-11-2012; Ord. 12-760, passed 12-11-2012) Penalty, see [§ 90.99](#)

📖 § 90.11 HANDLING OF BITING DOGS; RESPONSIBILITY FOR REPORTING DOG BITES.

(A) A dog, whether licensed, unlicensed or unvaccinated, that bites any person shall be confined and quarantined in an authorized animal control shelter (as defined in [§ 90.02](#)), with the owner or responsible person liable for all fees and expenses. Upon the request of and at the expense of the owner or responsible person, the dog may be quarantined at a veterinary hospital, or at a location deemed appropriate by the animal control officer, for a period of not less than 10 days.

(B) Whenever a dog bites any person, the incident shall be reported to the animal control officer or Police Department immediately by any person having direct knowledge. The officer shall be responsible for making reports of dog bites and other dog-related incidents and procedures, including the disposal of dog remains and the transportation of dogs to be scientifically examined.

(C) Any dog confined and quarantined pursuant to this chapter may be destroyed prior to the termination of the minimum confinement period for laboratory examination for rabies if:

- (1) The dog shows clear clinical signs of rabies in accordance with state law; and
- (2) The owner or responsible person of the dog consents to its destruction.

(D) Any dog found without a tag, microchip device or tattoo, identifying its owner shall be deemed not owned.

(E) Dogs that expire or become ill during quarantine shall be examined by medical authorities to scientifically determine causes for the condition or death of the dog, and if a communicable disease is present. All associated fees will be paid by the owner or responsible person.

(F) In any case, where the dog is determined to be diseased, the owner or responsible person of the dog and the victim of the attack or bite shall be immediately notified so medical treatment may be administered as necessary. In cases where the victim is in or on a public place or lawfully in or on a private place at the time of the attack or bite, all associated reasonably necessary fees shall be paid by the owner or responsible person.

(Res. 12-999, passed 12-11-2012; Ord. 12-760, passed 12-11-2012) Penalty, see [§ 90.99](#)

📖 § 90.12 NUISANCE BARKING.

(A) No dog shall cause a disturbance by excessive barking or other noise making that causes a disturbance, including but not limited to, howling, screeching, yelping or baying as specified in division (B) below.

(B) All persons desiring to pursue criminal charges against any person keeping or maintaining a dog that is in the habit of barking, howling or otherwise disturbing the peace and quiet of any

reasonable person residing within the town limits must complete a witness statement (provided by the animal control officer or other representative of the Police Department) and assist in the prosecution.

(Res. 12-999, passed 12-11-2012; Ord. 12-760, passed 12-11-2012) Penalty, see [§ 90.99](#)

📖 § 90.13 UNLAWFUL INTERFERENCE WITH ANIMAL CONTROL OFFICERS.

It is unlawful for any person to interfere with an animal control officer in the performance of his or her duties.

(Res. 12-999, passed 12-11-2012; Ord. 12-760, passed 12-11-2012) Penalty, see [§ 90.99](#)

📖 § 90.14 DANGEROUS DOGS.

It is unlawful for an owner to have a dangerous dog within the town limits without a certificate of registration issued under this section. This section shall not apply to dogs used by law enforcement officials for police work.

(A) An animal control officer shall issue a certification of registration to the owner of a dangerous dog if the owner presents to the animal control officer sufficient evidence of:

(1) A proper enclosure for a dangerous dog to confine the dangerous dog, and the posting of the premises with a clearly visible warning sign that there is a dangerous dog on the property. In addition, the owner shall conspicuously display a sign with a warning symbol that informs children of the presence of a dangerous dog.

(2) A surety bond issued by a surety insurer, in the form acceptable to the Town Prosecutor, in a sum of no less than \$100,000.

(3) A policy of liability insurance, such as homeowner's insurance, issued by a qualified insurer, in the amount of at least \$300,000, insuring the owner for any personal injuries inflicted by the dangerous dog.

(B) It is unlawful for the owner of a dangerous dog to permit the dog to be outside of the proper enclosure unless the dog is under control of the owner or a responsible person.

(C) A dog shall not be declared to be dangerous if the bite or attack was deemed accidental or with reasonable cause, or if the threat or damage was sustained by a person who, at that time, was committing a willful trespass or other criminal act upon the premises occupied by the owner of the dog, or was tormenting, abusing or assaulting the dog, or has in the past been observed or reported to have tormented, abused or assaulted the dog, or committing or attempting to commit a crime.

(D) Any dangerous dog shall be immediately confiscated by an animal control officer if:

(1) The dog is not validly registered under division (A) above.

(2) The owner does not secure the liability insurance coverage required under this section.

(3) The dog is not maintained in the proper enclosure.

(4) The dog is outside the dwelling of the owner, or outside of the proper enclosure and not under control of the owner or responsible person. In addition, the owner or responsible person shall be guilty of a Class 1 misdemeanor.

(5) The dog was previously found to be a dangerous dog under this chapter and attacks or bites a person or another domestic dog. In this event, the owner or responsible person is subject to protect the public or other dogs. In addition, the dangerous dog shall be placed in quarantine for the proper length of time, and thereafter, upon order of the court, shall be destroyed in an expeditious and humane manner.

(6) The dog aggressively attacks and causes severe injury or death of any human, regardless of whether the dog has previously been declared potentially dangerous or dangerous. In addition, the dog shall immediately be placed in quarantine for the proper length of time, and thereafter,

upon order of the court, shall be destroyed in an expeditious and humane manner. In addition, the owner or responsible person shall be guilty of a Class 1 misdemeanor.

(E) Notwithstanding the requirements set forth in divisions (A)(1) through(A)(3) above, the town shall not be liable for the owner's failure to secure and maintain a proper enclosure, a surety bond, or a policy of liability insurance.

(Res. 12-999, passed 12-11-2012; Ord. 12-760, passed 12-11-2012) Penalty, see [§ 90.99](#)

📖 § 90.15 ADEQUATE EXERCISE SPACE FOR DOGS.

(A) Every enclosure for a dog shall be constructed in a manner to minimize the risk of injury to the dog and shall encompass sufficient useable space to keep the dog in good condition.

(B) It shall be unlawful for the owner or responsible person of a dog to secure the dog by means of a tie-out, including but not limited to, chains, leashes, ropes, wire or cable attached to a swivel, pulley system or fixed point, unless the dog is under direct supervision of the owner.

(Res. 12-999, passed 12-11-2012; Ord. 12-760, passed 12-11-2012) Penalty, see [§ 90.99](#)

📖 § 90.99 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be guilty of a Class 1 misdemeanor.

(B) Any person violating any provisions of §§ [90.03](#), [90.04](#), [90.05](#), [90.08](#), [90.10](#), [90.12](#), [90.13](#) or [90.15](#) of this chapter shall be guilty of a Class 3 misdemeanor.

(Res. 12-999, passed 12-11-2012; Ord. 12-760, passed 12-11-2012)

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§ 91.02 PUBLIC NUISANCES DEFINED.

The following specific acts, omissions, conditions and things in or upon any private lot, building, structure or premises, or in or upon any public right-of-way, street, avenue, alley, park, parkway or other public or private place in the town are hereby declared to be public nuisances, to wit:

(A) Privies, vaults, cesspools, sumps, pits or like places, which are not securely protected from insects or rodents, or which are foul or malodorous, or which are not securely closed and protected or, if necessary, illuminated so as to prevent persons or objects from falling therein;

(B) Filthy, littered or trash-covered exterior areas, including all buildings and structures thereon and areas adjacent thereto;

(C) **Animal** manure which is kept or handled in violation of any ordinance of the town or any ordinance, code, regulation or statute of Yavapai County or the State of Arizona;

(D) Poison oak, poison ivy, or any noxious or toxic weeds or uncultivated plants (whether growing or otherwise), weeds, tall grass, uncultivated shrubs or growth higher than 18 inches or which present a fire hazard;

(E) Accumulations of bottles, glass, cans, ashes, small pieces of scrap iron, wire metal articles, broken stone or cement, broken crockery, broken glass, broken plaster and all other trash

and abandoned material, unless the same be kept in covered bins or metal receptacles approved by this code or any town ordinance;

(F) Any accumulation of trash which creates a health or fire hazard;

(G) Any dangerous building on unoccupied property, billboard or other structure, or any old abandoned or partially destroyed building or structure, or any building or structure commenced and abandoned;

(H) All places unlawfully used or maintained as junk yards or dumping grounds, or for the wrecking, disassembling, repair, or rebuilding of automobiles, trucks, tractors, or machinery of any kind, or for the storing or leaving of worn out, wrecked or abandoned automobiles, trucks, tractors, or machinery of any kind or of any of the parts thereof, or for the storing or leaving of any machinery or equipment used by contractors or builders or by other persons, which places are kept or maintained so as to interfere with the comfortable enjoyment or the quality of life or property by and of others; provided, however, that nothing contained in this division shall be deemed to prohibit any automobile wrecking yard or other junk yard where the same is otherwise permitted by the town zoning ordinance and amendments thereto, which is operated in conformity therewith;

(I) Any putrid unsound or unwholesome bones, meat, hides, skins, or the whole or any part of any dead **animal**, fish or fowl, butcher's trimmings and offal, or any waste vegetable or **animal** matter in any quantity, garbage, human excreta, sewage or other offensive substances accumulated on private or public property; provided, however, nothing herein contained shall prevent the temporary retention of waste in receptacles in the manner provided by a county health officer, this code or town ordinance;

(J) The erection, continuance or use of any building, room or other place in the town for the exercise of any trade, employment or manufacture which, by noxious exhalations, including, but not limited to, smoke, soot, dust, fumes or other gases, offensive odors or other annoyances, which is discomforting or offensive or detrimental to the health of individuals or of the public, except for normal exhalation or smoke produced by normal heating devices;

(K) Causing, allowing or permitting any artificial illumination of the intensity as to interfere substantially and unnecessarily with the use and enjoyment of public or private property by any considerable number of people, or with the lawful use of any school, public place or public street, or with any governmental or public function of the town, or as to constitute a hazard or threat to the public health, safety and welfare of the people of the town; provided, this division shall not apply where the person responsible for the artificial illumination is authorized by the Town Manager, any school within the town, this code or any town ordinance;

(L) No outside burning is allowed unless permitted in writing by the Chino Valley Fire District prior to any such burning;

(M) Any unguarded or abandoned excavation, pit, well or hole, dangerous, injurious or harmful to life or property;

(N) To leave or permit to remain outside of any dwelling, building or other structure, or within any unoccupied or abandoned building, dwelling or other structure under the control of any person and in a place accessible to children, any abandoned, unattended or discarded icebox, refrigerator or other container which has an airtight door or lid, snap lock or other locking device which may not be released from the inside, without first removing the door or lid, snap lock or other locking device from the icebox, refrigerator or container;

(O) Committing any act, omitting the performance of a duty, or suffering or permitting any condition or thing to be or exist, which act, omission, condition or other thing either:

(1) Unlawfully interferes with, obstructs or tends to obstruct or renders dangerous the free passage or use, in the customary manner, of any stream, public park, parkway, square, sidewalk, street or highway in the town and is no less a nuisance because the extent of the annoyance or damage inflicted is unequal; and/or

(2) Obstructs the free use of property so as to essentially interfere with the comfortable enjoyment of life and property by an entire community or neighborhood or by a considerable number of persons.

(2001 Code, § 9-2-2)

CHAPTER 154 – UNIFIED DEVELOPMENT

ANIMAL. Any and all types of **animals**, both domestic and wild, male and female, singular and plural.

KENNEL, INDOOR. A facility for the **commercial** boarding, breeding and training of dogs and/or cats in which all animals are confined indoors.

KENNEL, INDOOR/OUTDOOR. A facility for the **commercial** boarding, breeding, and training of dogs and/or cats in which all animals are confined indoors with the exception of the **use** of daytime exercise runs.

KENNEL, OUTDOOR. A facility for the **commercial** boarding, breeding and training of dogs and/or cats in which the animals may be worked or housed in outdoor runs.

3.5 “AR-36” - AGRICULTURAL/RESIDENTIAL

A. PURPOSE

This district is intended to preserve agricultural land and the agricultural heritage and aesthetic of the area. Land **use** is composed of farming, **agriculture**, and the raising of livestock together with a single family residence and customary **accessory uses** and **buildings**.

B. PERMITTED USES

1. One (1) single-**family** dwelling as the principal residence on **lots** of at least thirty-six (36) **acres** in size.
2. One (1) **guesthouse**, not to exceed one thousand two hundred (1,200) square feet total under one (1) roof, in addition to the principal residence.
3. Farming and **agriculture** including the keeping of cattle, horses, swine (limited to one (1) per **acre**), sheep, goats, fowl, but not **feed lots**, **slaughterhouses**, fertilizer **yards** or plants for the reduction of animal matter.
4. Customary accessory **structures** such as barns, nurseries, corrals, **private arenas**, training tracks, coops, non-**commercialgreenhouses** up to 600 sq. ft., and storage sheds for the care and keeping of non-household animals, fowl, produce, farm machinery and equipment. Accessory **structures** shall not be permitted prior to the issuance of a **building permit** for the primary residence.
5. **Home occupations**.
6. Stands for sale of farm produce.
7. **Churches** or similar places of worship.
8. **Schools** and **public/governmental** facilities.
9. **Commercialgreenhouses** and **accessory uses**. See Subsection [4.30CommercialGreenhouse](#) Development Standards.

C. **CONDITIONAL USES (Conditional Use Permit Required)**

1. Privately owned and operated parks and recreation facilities.
2. Colleges and universities.
3. Golf, rod and gun, tennis and country clubs.
4. Rodeos, livestock auctions, fair grounds, riding academies.
5. Cemeteries.
6. **Public utility buildings, structures**, or appurtenances thereto for **public service use**.
Extension of **public** lines in **public** or private **right-of-way** is exempt from this requirement.
7. **Indoor and outdoor kennels**.
8. The operation of **feed lots, slaughterhouses**, fertilizer **yards** or plants for the reduction of animal matter.
9. Outdoor sales and storage of firewood for sale provided a residence has been established.
10. Feed Stores.
11. **Commercial stables**.
12. Bed and Breakfast operations with the limitation that no guest may stay for more than seven (7) days during any consecutive thirty (30) day period.
13. Workers quarters and worker housing.
14. Residential facilities for the developmentally disabled as described in A.R.S. §§ 36-481 and 36-582, which are licensed by the Department of Economic Security.
15. Medical marijuana cultivation facilities, with or without infusion facilities, subject to t

 3.16 **“CH” - COMMERCIAL HEAVY**

A. **PURPOSE**

This district is intended to provide for and encourage **commercial** and **light manufacturing** facilities that are not appropriately located next to residential zoning.

B. **PERMITTED USES**

1. All **“Permitted”** and **“Conditional uses”** allowed in the **“CL” Zone**, with the exception of single- **family** residences and apartments.
2. **Wholesale** establishments.
3. Manufacturing.
4. Bottling and packaging companies.
5. **Warehouses**, minimum-storage, transfer and storage facilities including the storage of RV's, boats, and other operable vehicles.
6. The sale and storage of products such as firewood, stone products, and agricultural commodities.
7. Welding shops.
8. Underground liquid petroleum retail and **wholesale** distribution facilities subject to the design requirements of the Arizona State Fire Marshall and the local Fire Marshall having jurisdiction.
9. **Commercial outdoor kennels**.
10. Antennas and wireless communication towers.
11. Farming and **agriculture** including, if primarily **non-commercial**, the keeping of cattle, horses, swine (limited to one (1) per **acre**), sheep, goats, fowl, but not **feed lots, slaughterhouses**, fertilizer **yards** or plants for the reduction of animal matter. A minimum **lot** size of one (1) **acre** is required.
12. Contractors **yards**, subject to screening as set forth in Subsection [3.16 D. 9](#).

- 13. **Campgrounds and recreational vehicle parks** with twenty-six (26) or more units.
- 14. Customary **accessory buildings and structures** provided they are incidental to a **permitted use**. This shall include a single caretaker residence in conjunction within or in the same **buildings** as a **commercial use**.
- 15. **Commercial greenhouses and accessory uses**.
- 16. Medical marijuana dispensary, subject to the regulations set forth in Section [4.31](#).
- 17. Medical marijuana off-site cultivation and infusion facilities, subject to the regulations set forth in Section [4.31](#).

The above **uses** shall not be permitted prior to the issuance of a **building permit** for the primary **commercial building**, with the exception of Subsection [3.16 B. 12. contractors yards](#).

C. CONDITIONAL USES (Conditional Use Permit Required)

Because no list of **uses** can be complete, the interpretation of whether a **use** not specified is consistent with the intent of this zoning district and may be allowed as a **conditional use** or, where discretion is allowed, a **permitted use** shall be rendered by the **Zoning Administrator** with **appeal** to the **Board of Adjustment**.

D. PROPERTY DEVELOPMENT STANDARDS

- 1. Minimum **Lot area**: 7,500 square feet
All **lots** less than one (1) **acre** in size must be served by a water and/or sewage disposal system approved by the **Town** of Chino Valley.

- 2. Minimum **lot Width**: 50 feet
- 3. Minimum **lot frontage**: 50 feet
- 4. Minimum Rear and Side **yard building setbacks**:

Side **yard** setbacks that front a **street**: See Section [4.28](#)

Exception: **commercial subdivisions**-During a **commercial subdivision plat** process, **Council** may approve **lot lines** without rear and side **yard** setback requirements. Each **lot line** approved in this manner shall be noted so on the final **subdivision plat**.

- 5. Minimum Front **Yard Building Setbacks**: See Section [4.28](#)
- 6. Minimum **Building Size**: None
- 7. Maximum **Building Height**: 50 Feet
- 8. Maximum **Lot Coverage**: None

Providing the parking and loading, landscaping, buffering and screening, and setback requirements are met.

- 9. **Outdoor Storage**: All **outdoor storage** shall be screened with a six (6) foot **screening fence**.

(Ord. 06-678, passed 11-9-2006; Ord. 08-707, passed 10-23-2008; Ord. 10-729, passed 7-22-2010; Ord. 11-738, passed 1-11-2011; Ord. 13-779, passed 12-10-2013)

4.27 ANIMALS AND PETS

- 1. **Household pets**. The keeping of “pets” such as dogs and cats are allowed in all zoning districts. This provision also allows for the keeping of indoor birds (such as parrots, parakeets and canaries). Fish and other pets which will at all times be kept within a fully enclosed dwelling or **accessory building** provided there are not odors, noise, insects, or other **nuisances** caused by the keeping of such animals which would affect the health and welfare of the occupants of surrounding properties, but not non-household animals as defined below.

2. Non-household animals. The keeping of non-household animals such as horses, cattle, sheep, goats, swine, or any breed, strain, or crossbreed thereof, bees, poultry and other non-household birds shall be prohibited except in those zoning districts in which they are specifically allowed.

3. Project animals. This provision is intended to allow for the non-**commercial** keeping of non-household animals as “project animals” officially associated with the 4-H or Future Farmers of America in residential **zones** where they are not specifically allowed. The keeping of up to nine (9) “project animals” shall be allowed on premises. Any one (1) project may include up to three (3) adult rabbits, poultry (except roosters and geese, which are not permitted), or other non-hoofed animals.

a. Annually a completed form, prescribed by the **Development Services Department**, with name and physical address of each applicant and type, duration and number of animals of each project shall be submitted to the **Development Services Department** by said resident-poultry, rabbits and other small animal projects shall be allowed in any residentially zoned **lot** less than one (1) **acre** by special **permit** only.

b. Pens, **stables**, cages and other shelters for such animal projects shall not be located in the required front or street-side **yard** setback or closer than ten (10) feet to any property line. All such **structures** shall be kept in a neat and sightly manner and shall be controlled daily from refuse, manure, flies and other **nuisances** at all times. Storage of feed, equipment and other material related to such animals shall be kept within an enclosed **building**.

4. **Nuisance**. Where the keeping of such project animals becomes a **nuisance**, the Development Services Director shall have the authority to require a reduction in the number of and/or removal of such animals. Normally the Director will allow a ten (10) day grace period for compliance to the **Ordinance**. In exceptional cases the Director shall require immediate removal of such animals.

a. The provisions of the **Ordinance** are not intended to authorize the keeping of animals, regardless of number, size or type, in a manner which constitutes a **nuisance** and which impairs the enjoyment or **use** of nearby properties or violates other legal applicable land **use** restrictions the properties are subject to.

b. Performance standards

i. Odors: emission of odorous gases or other odorous matter shall be contained in such quantities so as not to be offensive, or create a **public nuisance** or hazard. Odors normal to the raising of livestock will not be considered a violation of performance standards unless such odors are excessive due to overcrowding, poor sanitation or other poor management.

ii. Burning for agricultural purposes or other purposes as permitted by the Chino Valley Fire District shall be exempted from the above performance standards.

(Ord. 08-707, passed 10-23-2008)



TOWN OF DEWEY-HUMBOLDT
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MEMO

Date: February 4, 2016

To: Yvonne Kimball

From: Steven Brown

Re: Comparison of Town of Dewey-Humboldt Chapter 90 Animals with the Town of Chino Valley Chapter 90 Animals.

I have conducted a comparison of these two ordinances as they stand today, and relate the differences to the proposed amendments to the Town of Dewey-Humboldt's ordinance. What I found in summary is that besides a broader list of definitions contained in the Chino ordinance, and a different organization of elements and topics, they are nearly identical. The Chino is by necessity, much more verbose, but then they have their own Animal Control unit adjunct to their Police Force, and need to spell out specifics to guide their activities, where the Town delegates those responsibilities to the Sheriff's Office through our IGA.

- DEFINITIONS

ANIMAL CONTROL OFFICER - This definition from the Chino ordinance matches the **ENFORCEMENT OFFICER** definition in the D-H ordinance.

ANIMAL CONTROL SHELTER – The Chino ordinance provides a definition for this, which delegates responsibility for its location to the Chief of Police. D-H contracts with the Sheriff's Office for many aspects of animal control dealing with impoundment, and as such they are responsible for designating their place of impoundment rather than D-H.

AT LARGE – D-H proposes a definition which matches the Chino definition for **DOG AT LARGE**.

COLLAR – Chino has a definition of **COLLAR** in their ordinance, and the D-H ordinance nor the proposed amendments do not, although D-H ordinance requires that any dog over 3 months wear a collar or harness for the attachment of valid rabies tag. The inclusion in the D-H ordinance, of a definition matching the Chino definition, could provide clarity.

CRUELLY MISTREAT AND CRUELLY NEGLECT – These definitions for prohibiting these treatments of animals are added by the D-H proposed amendments, but no similar provisions exist within the Chino ordinance.

DANGEROUS ANIMAL – D-H uses this definition which closely matches the definition for **DANGEROUS DOG**, The main difference being that **DANGEROUS ANIMAL** as defined by D-H is more inclusive of animals other than Dogs.

DOG – both D-H and Chino define dog as belonging to the canis lupis familiaris. D-H goes further to include domesticated wolves and offspring of dogs cross-bred with wild animals or domesticated wolves.

DOG OWNER – is defined in the Chino ordinance and the D-H ordinance provides a definition for OWNER which matches and speaks to dog ownership.

DOG VIOLATION CITATION – as defined in the Chino ordinance relates to the document issued by the ENFORCEMENT OFFICER. Although the D-H ordinance does not define this term, it does provide authority for the ENFORCEMENT OFFICER to issue dog violation citations.

ENCLOSURE – This term is defined in the Chino ordinance but not in the D-H ordinance, although its inclusion there could only provide clarity.

FARM ANIMAL – The D-H ordinance provides a definition, but not the Chino ordinance. The Chino ordinance does not address FARM ANIMALS at all, but rather confines itself to the issue of DOGS.

IMPOUND – This term is defined in the Chino ordinance but not in the D-H ordinance, although its inclusion there could only provide clarity.

MICROCHIP - This term is defined in the Chino ordinance but not in the D-H ordinance, although its inclusion there could only provide clarity.

NEGLECT – The Chino ordinance includes a definition for this term that matches the definition of **CRUELLY NEGLECT** from the D-H ordinance.

The following terms are defined within the Chino ordinance, but are not included in the definitions section of the D-H ordinance, and if included could provide greater clarity and do no harm to the structure of the ordinance.

- **PERSON**
- **PROPER ENCLOSURE FOR A DANGEROUS DOG**
- **RESPONSIBLE PERSON**
- **RESTRAINT**
- **SEVERE INJURY**
- **SHELTER**
- **STRAY DOG**
- **TAG**
- **TATOO**
- **UNDER CONTROL**
- **VACCINATION**

- **VETERINARY HOSPITAL.**

- INJURY BY VEHICLE

The Chino ordinance provides responsibility for reporting injuries by vehicles. No similar provision exists in the D-H ordinance, or proposed amendments, although perhaps it could.

- STRAYS

The Chino ordinance provides a prohibition on the keeping of strays and requires report to the Police Department. No similar provision exists in the D-H ordinance or the proposed amendments, although it could.

- RUNNING DOG AT LARGE/IMPOUNDMENT OF DOGS

Although organized a little differently, both the Chino and D-H ordinances have provisions for the apprehension and impoundment of dogs running at large. The D-H ordinance goes on to provide the same for Farm Animals, where the Chino ordinance does not address Farm Animals at all. The Chino ordinance provides more specificity with regard to the management of impoundments, but that reflects the fact that they have animal control officers as part of their police force. D-H contracts with the Sherriff's Office and they have their own protocols for impoundment.

- ANIMAL CARE

The D-H ordinance provides for **ANIMAL CARE** that provides prohibitions from **CRUELTY AND CRUEL MISTREATMENT** where the Chino ordinance does not delve into the issue except to provide for **Adequate Exercise Space**, and a prohibition against chaining dogs.

- POWERS AND DUTIES OF THE ANIMAL CONTROL OFFICER

These provisions within the Chino ordinance provide direction and authority to the Animal Control Officer as a member of the Police Department. D-H contracts for these services with the Yavapai County Sherriff's Office and relies on their adopted rules and protocols to direct their services to D-H.

- LICENSE FEES FOR DOGS; ISSUANCE OF TAGS; RECORDS; PENALTIES

Both D-H and Chino ordinances require licensing of dogs 3 months and older, and the wearing of dog tags as proof of vaccination against rabies. The biggest difference between the two ordinances is that the Chino goes into detail about the applying for, issuance and fees for licensing and tags.\

- ANTI RABIES VACCINATIONS: VACCINATION AND LICENSE STANDARDS

Both ordinances are similar in the provisions requiring proof of rabies vaccination as a prerequisite for licensing and the issuance of tags.

- BITING ANIMALS

The Chino ordinance goes into detail regarding the **HANDLING OF BITING DOGS; RESPONSIBILITY FOR REPORTING DOG BITES**. The D-H ordinance provides that biting animals will be dealt with as set forth in Arizona Revised Statutes. This is also a responsibility of the Yavapai County Sherriff's Office through our contract for animal control services.

- NUISANCE BARKING –

Both ordinances provide for the control of nuisance barking, but D-H goes further in regulating nuisance noise from other animals.

- Chino ordinance which deals strictly with dogs, addresses excessive barking, howling, screeching, yelping or baying.
- D-H ordinance addresses frequent or habitual howling, yelping, barking crowing or the making of other noises by animals or fowl.

- DANGEROUS DOGS/CONTROL OF DANGEROUS ANIMALS

Both D-H and Chino ordinances provide for the control of DANGEROUS ANIMALS. Both also provide for the destruction of the animal deemed DANGEROUS after due process or when immediately necessary. The Chino ordinance goes into more detail on this subject, because their animal control officers implement this section, and for D-H it is the Sherriff's Office.

- MAINTENANCE NUISANCE/PUBLIC NUISANCES

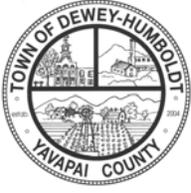
- D-H ordinance provides standards for the management which cover the keeping of animals, including the keeping of animal quarters free of flies, insects, vermin, rodent harborage, odors, ponded water, and the accumulation of manure, garbage, refuse or other noxious material. It further provides for the removal of animal manure in an approved manner. Deviations from these standards can be declared public nuisances. D-H, in their handling of this issue also provides standards for the provision of adequate watering facilities.
- Chino ordinance Section 91.02 defines public nuisance to include:
 - ❖ Animal manure which is kept or handled in violation of any ordinance of the town or any ordinance, code, regulation or statute of Yavapai County or State of Arizona.

- PENALTIES

- D-H provides that violations are Class 2 misdemeanors and specifies the fines to be imposed.

- Chino provides that any violation for which there is no specified penalty shall be a Class 1 misdemeanor, and that all other violations shall be Class 3 misdemeanors.

DRAFT



TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
Phone 928-632-8643 ▪ Fax 928-632-7365

MEMO

Date: February 5, 2016

To: Yvonne Kimball

From: Steven Brown

Re: Planning and Zoning Advisory Commission (P&Z) Recommendation of Definition for Kennel.

On February 4, 2016, the P&Z included a discussion of the definition for Kennel to be added to the proposed amendments to Section 153.005.

Staff had prepared three (3) alternatives for them to consider.

1. **KENNEL**. A facility for the commercial boarding, breeding, and/or training of dogs and/or cats. "Kennel" does not include the keeping of animals on residential lots as household pets.
2. **KENNEL**. Any structure, land or combination thereof, used, designed, or arranged for the boarding, breeding of animals for a fee, or other commercial purpose.
3. Kennels that were in existence prior to _____. A person who claims that their kennel was in existence prior to _____ shall present to the enforcement officer, evidence that the use was in existence prior to _____. The enforcement officer shall maintain a copy of such evidence. Except for kennels in existence prior to _____, kennels are not permitted in the R1L district except on lots of no less than _____ square feet

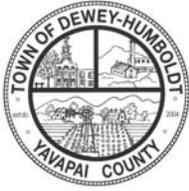
After considerable discussion by the Commissioners and the taking of public comment, the Commission voted unanimously to recommend to Town Council, a revised Alternative 1 that would read as follows:

4. **KENNEL**. A facility solely for the primary purpose of commercial boarding, breeding, and/or training of dogs and/or cats. "Kennel" does not include the keeping of animals on residential lots as household pets.

We should be clear that this definition does not permit kennels, as commercial activity on residential properties, but kennels would still be subject to the restriction of that use to the C1 and M1 zoning districts as indicated in the proposed amendments.

I think that another thing this definition does that should be considered, is that it seems that the word solely being added could tend to negate mixed uses where commercial kennels are established.

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TOWN OF DEWEY-HUMBOLDT
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Phone 928-632-7362 ▪ Fax 928-632-7365

TOWN COUNCIL STUDY SESSION

February 9, 2016 - 2:00 p.m. Town Council Meeting Chambers

Agenda Item: # 3.4. Direction on future clean-up programs: an Intergovernmental Agreement (IGA) with Prescott Valley for the annual Clean-up event in May; an IGA with Prescott for Hazardous Waste in March; and Dewey-Humboldt's clean-up program.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: February 2, 2016

Recommendation: Direct to enter into an IGA with Prescott Valley to join its clean-up day event in May; consider the effectiveness of Prescott Household Hazardous Waste (HHW); consider the details for D-H "dump day" program

Summary:

There are three clean-up events that the Town offers from time to time.

1. Prescott Valley's annual clean-up day: The Town had an IGA with Prescott Valley for the event since 2008. The IGA has expired. In order to continue the relationship, an additional IGA has been drafted by the Prescott Valley attorney. I recommend entering into the IGA. It would enable our residents an additional alternative to dispose of unwanted items. In 2015, Dewey-Humboldt's cost to participate was approximately \$600 with about 30 vehicles.
2. City of Prescott Household Hazardous Waste (HHW) program is an annual event. In March 2014 we participated in the event and the cost was \$9109 with 57 vehicle visits. Council decided not to participate in 2015. The City of Prescott approached us to see whether we would like to participate this year. If the Council decides to participate this year, an IGA will be formed.
3. Dewey-Humboldt's own "free" dump day: The Dewey-Humboldt Clean-up day, also known as the free dump day, has been a popular program among our citizens in the previous years. It was suspended a couple of years ago as there were a few management issues – property ownership, overtime, labor availability, employee hardship, clean-up afterwards, etc. Public Works Supervisor Ed Hanks and I discussed these details and came up with some options to gain better control of the program, which would enable a better running of the program if the council decides to offer it again. The cost of dumping has been about about \$10,000 a year. In 2012 and 2013, the event took place two Saturdays each year, one in May, the other in October.

In addition, Yavapai County offers free dump day programs annually. I learned about the program in 2013 and asked to be added to the distribution list. County's program has been free of charge to all Yavapai County residents. When it is held at Mayer's transfer station, we promote it to Dewey-Humboldt residents. The Town has been doing so since 2014 when we suspended our own clean-up days. We plan to continue promoting the County's program.

After recording, please return to:
Town Clerk
Town of Dewey-Humboldt
PO Box 69
Humboldt, AZ 86329

Intergovernmental Agreement

Special Solid Waste Collection

THIS AGREEMENT entered into by and between the Town of Dewey-Humboldt, an Arizona municipal corporation ("Dewey-Humboldt"), and the Town of Prescott Valley, an Arizona municipal corporation ("Prescott Valley"), as of the 11th day of February 2016.

Recitals

WHEREAS, Prescott Valley and Dewey-Humboldt are authorized, pursuant to A.R.S. §11-952, to enter into agreements with one another for joint or cooperative action;

WHEREAS, Prescott Valley provides its residents with an annual special collection day for solid waste (in cooperation with the Prescott Valley Chamber of Commerce and other service groups) in an effort to abate nuisances related to litter; and

WHEREAS, beginning in 2008 Dewey-Humboldt has entered into an intergovernmental agreement for its residents to participate in Prescott Valley special solid waste collection days in order to abate nuisances related to litter in Dewey-Humboldt and to meet other Dewey-Humboldt environmental goals; and

WHEREAS, the parties desire now to renew that intergovernmental agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 Purpose.

The purpose of this Intergovernmental Agreement (IGA) is to periodically make available special solid waste collection services to residents of Dewey-Humboldt.

2 Duties of the Parties.

2.1 Prescott Valley.

Prescott Valley shall timely provide written notice to Dewey-Humboldt (no later than ninety (90) days before the date) of any Prescott Valley "clean up day" or similar special solid waste collection day that Prescott Valley intends to provide to its residents. If Dewey-Humboldt indicates in writing no later than sixty (60) days before the date of said

special solid waste collection day that it desires to arrange for its residents to receive such special solid waste collection and disposal service, then Prescott Valley shall so advertise prior to said day and shall otherwise arrange for said residents to receive such service. Such arrangements shall include a means for identifying and reporting the number of times residents from Dewey-Humboldt deliver solid waste to the specified collection location in relation to the total number of such deliveries. Thereupon, Prescott Valley shall provide special solid waste collection and disposal services on that day to the residents of Dewey-Humboldt on the same basis as it provides such services to Prescott Valley residents. Within 60 days after the special solid waste collection day, the Prescott Valley shall provide Dewey-Humboldt with a written report that includes the number of solid waste deliveries to the specified collection location by its residents (in relation to the total number of such deliveries), along with the total cost to Prescott Valley of having arranged for that service.

2.2 Dewey-Humboldt.

No more than thirty (30) days after Prescott Valley provides Dewey-Humboldt with written notice that it plans to provide a "clean up day" or similar special solid waste collection day for Prescott Valley residents, Dewey-Humboldt shall provide the Prescott Valley Public Works Department with written confirmation as to whether Dewey-Humboldt desires that its residents receive said solid waste collection and disposal services. If Dewey-Humboldt indicates that it desires that said residents receive said services, it shall cooperate with Prescott Valley in designating the means for identifying and tracking the number of deliveries by residents from Dewey-Humboldt. Upon receipt of Prescott Valley's report as to the number of such deliveries in relation to the total number of deliveries, Dewey-Humboldt shall remit to Prescott Valley within 60 days its pro-rata share of the actual costs of providing said special solid waste collection and disposal services.

3 Duration.

3.1 Term.

The term of this Agreement shall commence as of the date first-above written and shall terminate on June 30, 2020. It shall thereafter be deemed automatically renewed for up to five (5) successive one-year terms unless notice of termination is given as provided in this Agreement.

3.2 Termination.

This Agreement may be terminated by either party upon no less than six (6) months notice prior to the start of the fiscal year in which the termination is to be effective. This Agreement may be terminated by either party upon breach by the other party. The party claiming breach shall give written notice to the breaching party setting forth the nature of the breach and the remedial action sought. The breaching party shall have ten (10)

working days to remedy the breach. In the event that the breach is not remedied in a timely fashion, this Agreement shall terminate with no further notice required.

4 Indemnification and Insurance

4.1 Town.

4.1.1 Indemnification

Prescott Valley hereby agrees to indemnify and save harmless Dewey-Humboldt against any and all claims arising from the acts, omissions or negligence of Prescott Valley's officers, employees, contractors, or agents pursuant to this Agreement and against all costs, attorney fees, expenses or other liabilities incurred as a result of any such claim or action related thereto. In any such claim or action against Dewey-Humboldt, Prescott Valley, upon notice and demand by Dewey-Humboldt, shall defend such action on behalf of Dewey-Humboldt by counsel acceptable to Dewey-Humboldt.

4.1.2 Insurance

Prescott Valley shall obtain and maintain insurance coverage of such kinds and in such amounts as may be necessary to protect the parties from claims or losses arising from the acts, omissions or negligence of Prescott Valley's officers, employees, contractors, or agents pursuant to this Agreement. All policies of insurance shall name Dewey-Humboldt as an additional insured. Written documentation of the insurer's acceptance of Dewey-Humboldt as an additional insured shall be provided to Dewey-Humboldt no less than 10 days prior to the effective date of this Agreement. In the event that any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for at least two (2) years past completion and acceptance of performance of Dewey-Humboldt's obligations hereunder, as evidenced by annual certificates of insurance. Prior to the effective date of this Agreement, Prescott Valley shall provide Dewey-Humboldt with certificates of insurance for the coverage specified herein and shall notify Dewey-Humboldt no less than 10 days prior to any changes in coverage including policy forms, policy Limits, cancellations, non-renewals or changes in insurance carriers. It is understood and agreed that Prescott Valley may elect to self-insure with respect to any or all of the categories of risk that may arise pursuant to this Agreement and that, in the event that such an election is made, Prescott Valley shall so notify Dewey-Humboldt prior to the date that such a change is made, as provided in this Section. Required coverage and minimum policy limits shall be as follows:

Commercial General Liability	\$2,000,000 per occurrence
Errors and Omissions	\$2,000,000 per occurrence
Commercial/Business Auto Liability	\$1,000,000 per occurrence

4.2 Dewey-Humboldt.

4.2.1 Indemnification

Dewey-Humboldt hereby agrees to indemnify and save harmless Prescott Valley against any and all claims arising from the acts, omissions, or negligence of Dewey-Humboldt's officers, employees, contractors, or agents pursuant to this Agreement and against all costs, attorney fees, expenses, or other liabilities incurred as a result of any such claim or action related thereto. In any such claim or action against Prescott Valley, Dewey-Humboldt, upon notice and demand by Prescott Valley, shall defend such action on behalf of Prescott Valley by counsel acceptable to Prescott Valley.

4.2.2 Insurance

Dewey-Humboldt shall obtain and maintain insurance coverage of such kinds and in such amounts as may be necessary to protect the parties from claims or losses arising from the acts, omissions, or negligence of its officers, employees, contractors, or agents pursuant to this Agreement. All policies of insurance shall name Prescott Valley as an additional insured. Written documentation of the insurer's acceptance of Prescott Valley as an additional insured shall be provided to Prescott Valley no less than 10 days prior to the effective date of this Agreement. In the event that any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for at least 2 years past completion and acceptance of performance of Prescott Valley's obligations hereunder, as evidenced by annual certificates of insurance. Prior to the effective date of this Agreement, Dewey-Humboldt shall provide Prescott Valley with certificates of insurance for the coverage specified herein and shall notify Prescott Valley no less than 10 days prior to any changes in coverage including policy forms, policy limits, cancellations, non-renewals or changes in insurance carriers. It is understood and agreed that Dewey-Humboldt may elect to self-insure with respect to any or all of the categories of risk that may arise pursuant to this Agreement and, that, in the event that such an election is made, Dewey-Humboldt shall so notify Prescott Valley prior to the date that such a change is made as provided in this Section.

Required coverage and minimum policy limits shall be as follows:

Commercial General Liability	\$2,000,000 per occurrence
Errors and Omissions	\$2,000,000 per occurrence
Commercial/Business Auto Liability	\$1,000,000 per occurrence

5 Miscellaneous

5.1 Records and Audits.

Each party shall keep and maintain all records as may be required by law, prudent fiscal management practice, or other applicable rules or standards for the performance of duties pursuant to this Agreement, and shall retain such records for one (1) year or as otherwise required by law, whichever is later. Each party shall allow the other party

access to such records during regular business hours for review, monitoring and audit. It is understood and agreed that the audit rules and minimum accounting standards of the Arizona Supreme Court shall apply to all court operations pursuant to this Agreement.

5.2 Notices.

Notices to the parties as may be required pursuant to this Agreement shall be in writing and shall be effective upon delivery to the following addresses:

Prescott Valley: Town of Prescott Valley
 c/o Public Works Director
 7501 East Civic Circle
 Prescott Valley, AZ 86314

Dewey-Humboldt: Town of Dewey-Humboldt
 c/o Code Enforcement Officer
 PO Box 69
 Humboldt, AZ 86339

5.3 Severability.

In the event that any portion of this Agreement is held to be invalid or otherwise unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement shall be unaffected thereby, and shall remain in full force and effect to the fullest extent permissible by law.

5.4 Entire Agreement.

This Agreement, except as otherwise specifically provided herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior and contemporaneous agreements, representations, negotiations or understandings. It may be amended, modified or waived only by instrument in writing executed by both parties.

5.5 Cancellation.

This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.

5.6 Recording.

Within 10 days of the last signature, this Agreement shall be recorded in the Office of the Yavapai County Recorder as required by A.R.S. §11-952.

APPROVALS

TOWN:

TOWN:

Town of Prescott Valley, an Arizona municipality

Town of Dewey-Humboldt, an Arizona municipality

Harvey C. Skoog, Mayor
ATTEST:

_____, Mayor
ATTEST:

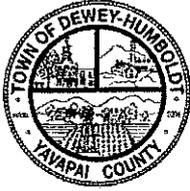
Diane Russell, Town Clerk
APPROVED AS TO FORM:

_____, Town Clerk
APPROVED AS TO FORM:

Ivan Legler, Town Attorney

_____, Town Attorney

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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: Next Available

Date of Request: 1/21/16

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):

Reviewe, clarification and potential updating of Code 30.080

Purpose and Background Information (Detail of requested action).

The is some confusion as to what "written communication" means. Is it email, usps mail, etc.

Additionally, determination should be made clear as to all the parties needing to be in compliance.

Does/should this code apply to all 7 council members should be determined and a process and procedure for staff should be clarified.

Staff Recommendation(s):

Budgeted Amount: -0-

List All Attachments: -0-

Type of Presentation: Verbal

Special Equipment needed: Laptop Remote Microphone

Overhead Projector Other: _____

Contact Person: CM A. Alen

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

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

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: 2/9/16

Date of Request: 1/29/16

Type of Action: Routine/Consent Regular

Requesting: Action Report Only

Agenda Item Text (a brief description for placement on the agenda; please be exact):
Modification of town code 30.105D through council action, resolution
and/or ordinance

Purpose and Background Information (Detail of requested action). _____
TO READ: SEE ATTACHED SHEET

Staff Recommendation(s): _____

Budgeted Amount: N/A

List All Attachments: 30.105D

Type of Presentation: Verbal

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

Contact Person: VM Repan

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.

30.105 D Am. Ord. 13-99, passed 9-17-2013

(D) In order to accurately describe what agenda action is proposed, the “Council Agenda Action Form” should be used and submitted at least six days prior to the next regularly scheduled Council meeting.

30.105D To be amended to read: Regardless of a “Council Agenda Action Form” being submitted by a resident or council member of Dewey-Humboldt, and in order to accurately describe what agenda action is proposed, the “Council Agenda Action Form” will be used. The deadline for any submittal of any agenda item, will be the agenda setting meeting prior to the next requested, scheduled Council meeting.



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COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: next available

Date of Request: 1.29.16

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 of possible acquisition of "Old Bank Building" on Main Street

Purpose and Background Information (Detail of requested action). I am bringing back this
item for greater discussion than allocated previously in regular meetings.

Council should retain the ability to enter into Executive Session for discussion of this
agenda item should they determine by vote it to be necessary.

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: to be provided

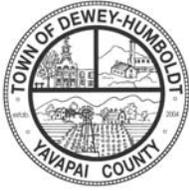
Type of Presentation: verbal

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

Contact Person: CM. Arlene Alen

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

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

Tentative Meeting Items for 2016

January 5, 2016 Regular Council

Resolution to adopt the revised sound financial policy

- ✦ 2012 i-codes adoption by ordinances
- ✦ CRS –flood control (Ed)
- ✦ Discussion of a Mutually agreed upon process of town manager performance review (executive session) and potential review of contract issues
- ✦ Enterprise Technology contract for FY 16-17. Possible renewal.
- ✦ Minutes of the November 17 meeting.
- ✦ Presentation on a Regional Airport. [CAARF requested by Mayor Nolan]
- ✦ Discussion and possible action on having the Town Seal trademarked or registered. [CAARF requested by CM Hamilton.
- ✦ Limitations on filing for elected office by incumbent council persons [CAARF requested by Mayor Nolan]

January 7, 2016 Planning and Zoning

- ✦ Public hearing –reasonable accommodation ordinance (notice should be received from Phyllis Smiley by November 30)
- ✦ P&Z discussion on the animal ordinance amending chapter 153 (Chair request to discuss this in January instead of December; the ordinance amending chapter 90 is not within P&Z responsibility)

January 12, 2016 Work Session Council

- ✦ revised animal ordinances (chapter 90 –revisions made based on the Nov. 10 study session discussion with all staff and council and community; chapter 153 revisions sent to P&Z per council for further consideration of Kennel and Kennel related regulations(@Dec. 3 p&Z)
- ✦ Code enforcement activity report and case review. (Steven and Yvonne met at the December meeting)

Items contained within are tentative in nature. Exact meeting agendas are subject to changes without notice. Official agendas for scheduled meetings will be published according to the Open Meeting Law and other applicable codes and regulations. Please contact Town Clerk at 632-7362 if you have questions regarding meeting agendas.

- ✦ Website redesign follow up- Revize follow up from December 8 meeting (inconsistency – price, web format options, proposal, samples for the web template)
- ✦ Town legal service solicitation packet council review and direction
- ✦ Process of future performance evaluation (Clarkdale form in packet)
- ✦ Discussion and consensus on setting a town policy on recognition of time in service for town employees and town committee volunteers. [CAARF requested by CM Wright] v2

January 19, 2016 Regular Council

Chip seal contract council award at May 3 2016 meeting, Ed

- ✦ Public hearing –reasonable accommodation ordinance
- ✦ TM report- student project with NAU / GPREP (Steven); YK – survey(Alex Wright)
- ✦ Agreement with TA for the interim
- ✦ Evaluation of TM

February 2, 2016 Regular Council

- ✦ Attorney firm solicitation report and selection process
- ✦ **Possible discussion and direction on the Town Manager’s employment contract.** The Council may, by majority vote, recess the regular meeting, hold an executive session and then reconvene the regular meeting for discussion and possible action on elements of this item covered under A.R.S. § 38-431.03(A)(4). **8.3.1. Recess into and hold an executive session pursuant to A.R.S. § 38-431.03(A)(4)** for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town’s position regarding possible amendments to the contract with the Town Manager. **8.3.2. Reconvene Regular Meeting.**
- ✦ CDBG contract with engineer (sometime in January)
- ~~✦ Animal ordinance amendments to chapter 90.~~ Moved to Feb 9th work session
- ✦ Interview and possible appointment of applicant Patrick McGill to P&Z
- ✦ Human Trafficking presentation and possible proclamation request [CAARF Mayor Nolan]
- ✦ Council to have staff draft and send letter to Senator McCain stating position on EPA/Superfund and issues relative to same for clarification and to request assistance. [CAARF CM Alen]
- ✦ Report from meeting at Yuma Summit [CAARF requested by Mayor Nolan]

February 4, 2016 Planning and Zoning

Continuation of Jan. 7 discussions (verify with Steven).

February 9, 2016 Work Session Council

- ✦ July 1-dec 31, 2015 financial statements review
- ✦ solicitation process for town legal services
- ✦ look at the animal ordinances dewey-humboldt and chino valley (look at the minutes and the motion made to agendaize- at the agenda meeting, verify with Mayor and VM)

Items contained within are tentative in nature. Official meeting agendas are subject to changes without further notices and will be published according to the Open Meeting Law and other applicable codes and regulations.

intent)

- ✦ advisability of a IGA with PV for the annual clean up event (10 year iGA, Norm Davis email)
- ✦ Review, clarification and potential updating of Code 30.080 Written Communication. [CAARF CM Alen]
- ✦ Modification of town code 30.105D through Council Action, resolution and/or ordinance. [CAARF CM Repan]
- ✦ Discussion of possible acquisition of “Old Bank Building” on Main Street. {CAARF requested by CM Alen for “next available work session”}

February 16, 2016 Regular Council

- ✦ public safety quarterly update (last one on Nov. 3 2015) – initial notices have been sent, judy please confirm
- ✦ Clean up day iga with PV; HHW iGa?
- ✦ Alex Wright council report on survey. (report by Monday feb. 8)
- ✦ Resolution –principles of sound financial management

~ June 2016 council select IT contractor (IT contract due on June 30 2016)(Deni)

- ✦ **Possible discussion and direction on the Town Manager’s employment contract.** The Council may, by majority vote, recess the regular meeting, hold an executive session and then reconvene the regular meeting for discussion and possible action on elements of this item covered under A.R.S. § 38-431.03(A)(1) and (4). **8.3.1. Recess into and hold an executive session pursuant to A.R.S. § 38-431.03(A)(1)** Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, and (4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town’s position regarding possible amendments to the contract with the Town Manager. **8.3.2. Reconvene Regular Meeting.**

✦

March 1, 2016 Regular Council

- ✦ Town legal service solicitation report and process
- ✦ Human trafficking presentation, read proclamation) (Judy confirm please)

March 3, 2016 Planning and Zoning

- ✦ tbd

March 8, 2016 Work Session Council

- ✦ pw project report – flood control fund utilization report, traffic light, CDBG, chip seal preparation and contract, old black canyon hwy, dirt road grading, (Ed)
- ✦ Building Official report – annual permit data;
- ✦ Firewise community direction (report first)
- ✦ Survey results report and next steps. (Alex Wright, YCREDC)????

Items contained within are tentative in nature. Official meeting agendas are subject to changes without further notices and will be published according to the Open Meeting Law and other applicable codes and regulations.