

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

Tuesday, April 18, 2017, 6:30 P.M.

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

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

AGENDA

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

1. Call To Order.

2. Opening Ceremonies.

2.1. Pledge of Allegiance.

2.2. Invocation.

3. Roll Call. Town Council Members Jack Hamilton, John Hughes, Amy Timmons, Doug Treadway, Victoria Wendt; Vice Mayor Mark McBrady; and Mayor Terry Nolan.

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

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

4.1. Dewey-Humboldt Historical Society Business Plan 2nd presentation. [As defined by Accountability contract between Town and DH HS]

4.2. Firewise Board Representative Bob Baker presentation. [CM Wendt request at the April 4th meeting]

5. Town Manager's Report. Update on Current Events. No legal actions can be taken. Council may ask town staff to review an operational matter at this time, or may ask that a matter be put on a future agenda for actions or further discussion. Possible matters and projects are related to Town general administration, Finance, Public Works, Community Development.

5.1. January 1 to March 31, 2017 Financial Report.

5.2. Acknowledgement of the March 2017 Council Retreat report.

6. Consent Agenda.

6.1. Minutes. Minutes from the February 7, 2017 Regular Meeting, and March 14, 2017 Retreat Meeting.

7. Comments from the Public (on non-agendized items only). The Council wishes to hear from

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

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

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

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9.1. **Award the Enterprise Technology (or IT) Services contract.** Possible awarding or rejecting the contract.

9.2. **Possible Council direction of a letter to BLM in support of a right-of-way to be developed, as requested by the Firewise Board.**

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9.3. **Planning and Zoning Commission report to Council seeking direction regarding Zoning Anomalies.**

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9.4. **Request for approval of travel expenses at 2-day NACOG Regional Council meeting in Williams, AZ; and Council's consideration to waive prior approval to 2-day meetings.** [CAARF requested by CM Treadway]

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9.5. **Discussion and possible action regarding the extension of the current Town Hall Lease.**

9.5.1. **Recess into and hold an executive session** pursuant to A.R.S. § 38-431.03(A)(7) for discussions or consultations with designated representatives of the Town in order to consider its position and instruct its representatives regarding an extension of the lease for Town Hall for one year for real property located at 2735 S. Highway 69, Dewey-Humboldt, Arizona.

9.5.2. **Reconvene Regular Meeting.**

10. **Public Hearing Agenda.**

THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.

11. **Adjourn.**

For Your Information:

Next Town Council Meeting: Tuesday, May 2, 2017, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, May 4, 2017, at 6:00 p.m.

Next Town Council Work Session: Tuesday, May 9, 2017, 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.

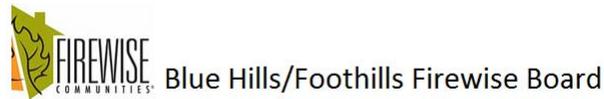
Certification of Posting

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 _____, 2017, at ____ p.m. in accordance with the statement filed by the Town of Dewey-Humboldt with the Town Clerk, Town of Dewey-Humboldt.
By: _____, Town Clerk's Office.

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

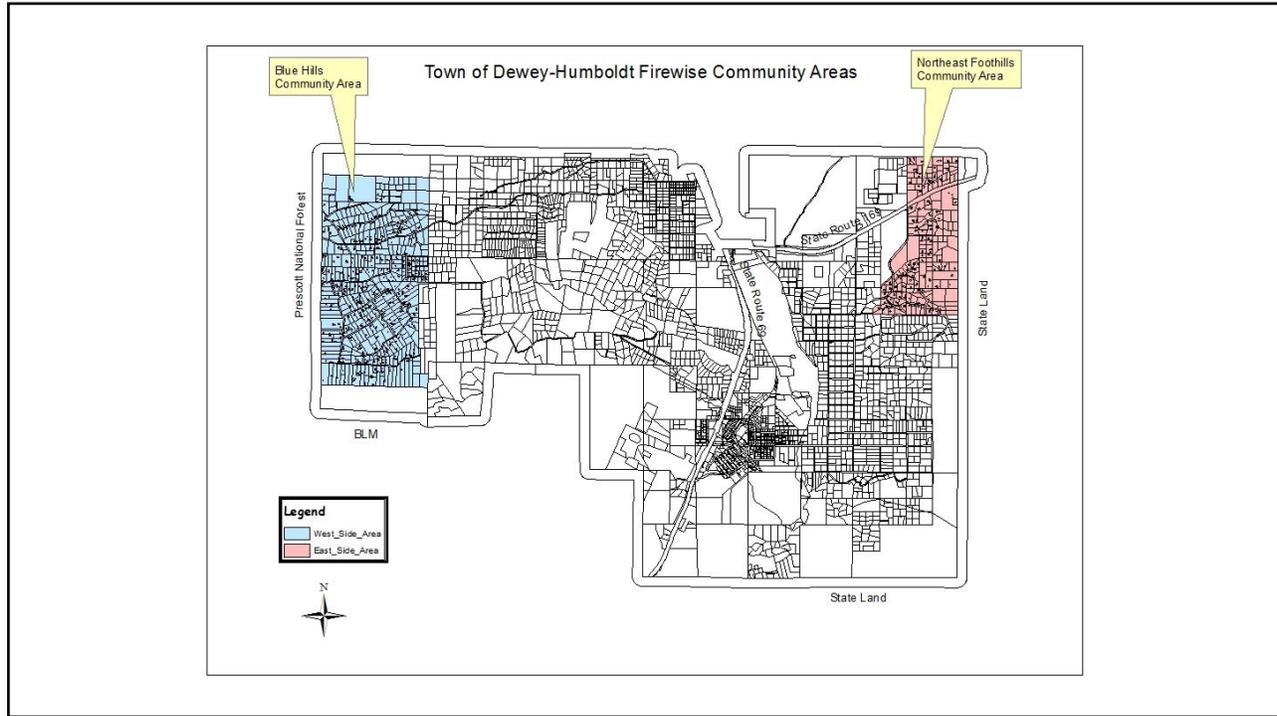
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Potential Emergency Road Alignment

The Blue Hills/Foothills Firewise Community, received its certification in January 2017, and that is due in no small part to the assistance provided by Town Council.

On April 19, 2016, the Firewise Community as part of the requirements to achieve the certification had Wildland Fire Risk and Hazard Severity Assessments conducted by staff from the Central Arizona Fire and Medical Authority (CAFAM) on both the Blue Hills and Foothills areas separately.



Yavapai Communities Wildfire Protection Plan (CWPP)

WILDLAND FIRE RISK AND HAZARD SEVERITY ASSESSMENT FORM

Date: 4/19/16
 Subdivision/Neighborhood name: Blue Hills
 Jurisdiction: EYED
 Assessor: Annie Smith

Assign a value to the most appropriate element in each category and place the number of points in the column to the right.

| Element | Points |
|---|---------------------|
| A. Means of Access | |
| 1. Ingress and egress | |
| a. Two or more roads in/out | 0 |
| b. One road in/out | 7 |
| 2. Road Width | |
| a. ≥ 24ft | 0 |
| b. ≥ 20ft and < 24ft | 2 |
| c. < 20ft | 4 |
| 3. All-season road condition | |
| a. Surfaced road, grade < 3% | 0 |
| b. Surfaced road, grade > 3% | 2 |
| c. Non-surfaced road, grade < 3% | 2 |
| d. Non-surfaced road, grade > 3% | 5 |
| e. Other than all-season | 7 |
| 4. Fire Service Access | |
| a. ≤ 300ft with turnaround | 0 |
| b. > 300ft with turnaround | 2 |
| c. < 300ft with no turnaround | 4 |
| d. ≥ 300ft with no turnaround | 5 |
| 5. Street Signs | |
| a. Present (4 in. in size and reflectorized) | 0 |
| b. Not present | 5 |
| B. Vegetation (Fuel Models) | |
| 1. Characteristics of predominant vegetation within 300ft | |
| a. Light (e.g., grasses, forbs, saplings, and shrubs) | 5 |
| b. Medium (e.g., light brush and small trees) | 10 |
| c. Heavy (e.g., dense brush, timber, and hardwoods) | 20 |
| d. Shrub (e.g., timber harvesting residue) | 25 |
| 2. Defensible Space | |
| a. More than 100ft of vegetation treatment from the structure(s) | 1 |
| b. 75ft to 100ft of vegetation treatment from the structure(s) | 3 |
| c. 50ft to 75ft of vegetation treatment from the structure(s) | 10 |
| d. < 50ft of vegetation treatment from the structure(s) | 25 |
| C. Topography Within 91.4m (300ft) of Structure(s) | |
| 1. Slope < 9% | 1 |
| 2. Slope 10% to 20% | 7 |
| 3. Slope 21% to 30% | 7 |
| 4. Slope 31% to 40% | 8 |
| 5. Slope > 41% | 10 |
| D. Additional Rating Factors (rate all that apply) | |
| 1. Topographical features that adversely affect wildland fire behavior | 0-5 |
| 2. Areas with a history of higher fire occurrence than surrounding areas due to special situations (e.g., heavy lightning, railroad, escaped debris burning, and areas) | 0-5 |
| 3. Areas that are periodically exposed to unusually adverse fire weather and strong dry winds | 0-5 |
| 4. Separation of adjacent structures that can contribute to fire spread | 0-5 |
| E. Roofing Assembly | |
| 1. Class A roof | 0 |
| 2. Class B roof | 3 |
| 3. Class C roof | 15 |
| 4. Nonrated | 25 |
| F. Building Construction | |
| 1. Materials (predominant) | |
| a. Noncombustible/fire-resistant siding, eaves, and deck | 0 |
| b. Noncombustible/fire-resistant siding and combustible deck | 5 |
| c. Combustible siding and deck | 10 |
| 2. Building setback relative to slopes of 30% or more | |
| a. ≥ 30ft to slope | 1 |
| b. < 30ft to slope | 5 |
| G. Available Fire Protection | |
| 1. Water source availability | |
| a. Pressurized water source availability | |
| 200gpm hydrant ≤ 1000ft apart | 0 |
| 250gpm hydrant < 1000ft apart | 5 |
| b. Nonpressurized water source availability (off site) | |
| ≥ 250gpm continuous for 2 hours | 3 |
| < 250gpm continuous for 2 hours | 5 |
| c. Water unavailable | 10 |
| 2. Organized response resources | |
| a. Station ≤ 5 mi. from structure | 1 |
| b. Station > 5 mi. from structure | 3 |
| 3. Fixed fire protection | |
| a. NFPA 13, 13R, 13D sprinkler system | 0 |
| b. None | 5 |
| H. Placement of Gas and Electric Utilities | |
| 1. Both underground | 0 |
| 2. One underground, one aboveground | 3 |
| 3. Both aboveground | 5 |
| I. Totals for Home or Subdivision (Total of all points) | 115 |
| Hazard Assessment | Total Points |
| Low hazard | < 40 |
| Moderate hazard | 40-69 |
| High hazard | 70-112 |
| Extreme hazard | > 112 |

NFPA 1144 Standard for Protection of Life and Property from Wildfire, 2002

As can be seen the Assessments arrived at overall Hazard Assessment ratings for each area based on a number of criteria, including:

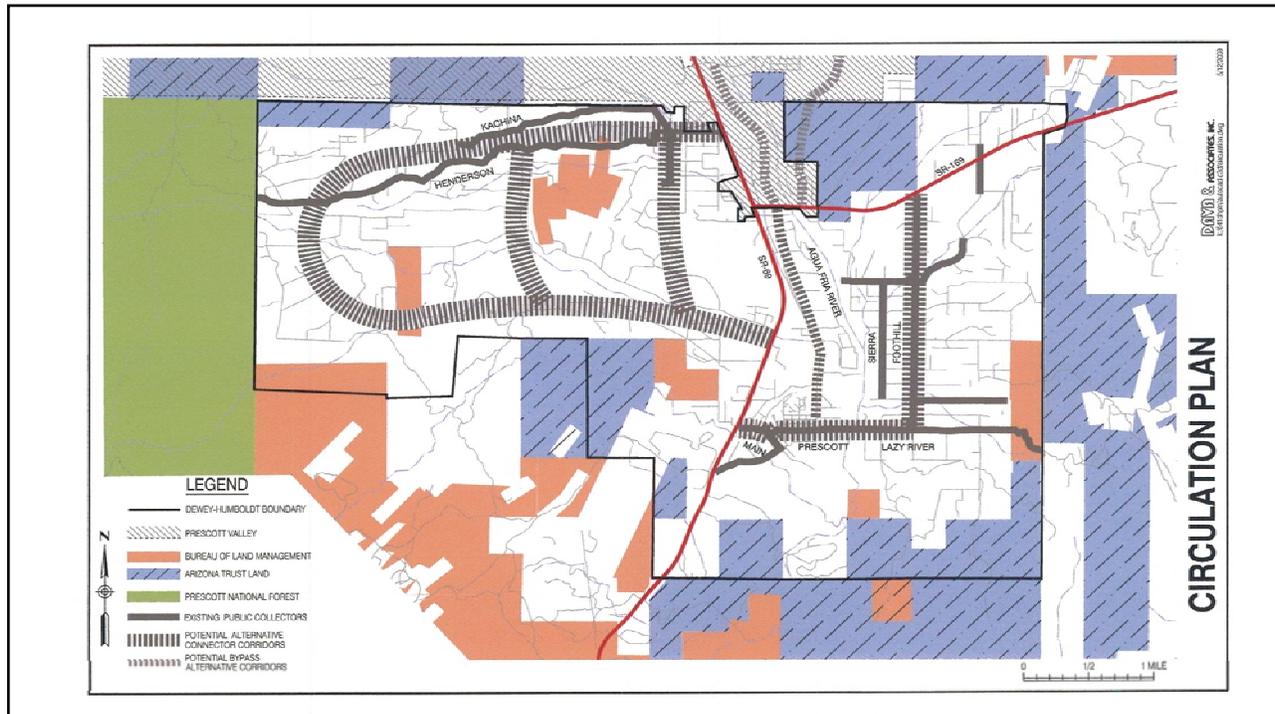
- Means of Access
- Vegetation (Fuel Models)
- Topography
- Roofing Assembly
- Building Construction
- Available Fire Protection
- Placement of Gas and Electric Utilities

The Assessment of the Blue Hills area resulted in an overall Hazard Assessment of **115**, which is over the 70-112 points that would rate it as Extreme Hazard.

One of the factors that contributed heavily to this score was the Means of Access, which, in this area is limited to “One road in/out”, being Kachina/Henderson/Newtown.

The Firewise Board, has become increasingly concerned about the lack of additional emergency ingress/egress in the Blue Hills area, and we understand the Council shares that concern. The Firewise Board has identified, as has the Town the most likely route alignment for this to be along the Prescott Dells Ranch Rd. east from SR 69 into the Blue Hills area. In order to connect Prescott Dells Ranch Rd. to the southernmost part of the Blue Hills will likely necessitate a crossing through land under the management of the Bureau of Land Management.

The Town of Dewey-Humboldt, in their 2009 General Plan adopted a circulation plan that includes "Potential Alternative Connector Corridors (see attached). One of the corridors identified crosses that portion of BLM land in the Blue Hills area of the Town.



The Firewise Board supports the Council in requesting a dialogue with BLM over this issue. The Council could direct staff to proceed to develop a letter from Council to Mr. Hawes seeking a meeting to discuss the prospects and procedures for attempting to gain approval for the connection through the BLM tract and include the support of the Blue Hills/Foothills Firewise Board, Central Arizona Fire and Medical Authority (CAFMA) and Yavapai County Emergency Management, Arizona State Forestry and Prescott National Forest.

Agenda Item 5.1. Financial Report

TOWN OF DEWEY-HUMBOLDT

COMBINED CASH INVESTMENT

MARCH 31, 2017

COMBINED CASH ACCOUNTS

CASH ALLOCATION RECONCILIATION

| | |
|-----------------------------------|---------------|
| 10 ALLOCATION TO GENERAL FUND | 143,388.43 |
| 20 ALLOCATION TO HURF FUND | (135,696.63) |
| 22 ALLOCATION TO GRANT FUND | (7,691.80) |
| | _____ |
| TOTAL ALLOCATIONS TO OTHER FUNDS | .00 |
| | _____ |
| ZERO PROOF IF ALLOCATIONS BALANCE | .00 |
| | _____ |

TOWN OF DEWEY-HUMBOLDT

BALANCE SHEET

MARCH 31, 2017

GENERAL FUND

ASSETS

| | | | |
|-------------|------------------------------|--------------|---------------------|
| 10-000-1000 | DUE TO OTHER FUNDS | 143,388.43 | |
| 10-000-1003 | CASH IN CHECKING WELLS FARGO | 38,669.12 | |
| 10-000-1004 | CASH IN SAVINGS WELLS FARGO | 100,086.58 | |
| 10-000-1005 | CHANGE FUND | 150.00 | |
| 10-000-1010 | MAGISTRATE COURT CHECKING | 8,623.70 | |
| 10-000-1100 | ACCOUNTS RECEIVABLE | 100.00 | |
| 10-000-1600 | CASH INVESTMENT ACCOUNT LGIP | 3,639,987.71 | |
| | TOTAL ASSETS | | <u>3,931,005.54</u> |

LIABILITIES AND EQUITY

LIABILITIES

| | | | |
|-------------|-----------------------------|--------------|-----------|
| 10-000-2000 | ACCOUNTS PAYABLE | 6,881.26 | |
| 10-000-2100 | ACCRUED WAGES | (16,343.88) | |
| 10-000-2110 | MED 125 PAYROLL LIABILITY | 815.93 | |
| 10-000-2120 | PAYROLL DEDUCTIONS CLEARING | 18,543.43 | |
| 10-000-2200 | COURT SURCHARGES | 8,623.70 | |
| | TOTAL LIABILITIES | | 18,520.44 |

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 | 194.26 | |
| 10-000-2910 | RESERVED FOR IMPACT FEES-OTHER | 10,109.69 | |
| 10-000-2995 | FUND BALANCE AT START OF YEAR | 3,768,100.74 | |
| | REVENUE OVER EXPENDITURES - YTD | 91,954.80 | |
| | BALANCE - CURRENT DATE | | <u>3,912,485.10</u> |
| | TOTAL FUND EQUITY | | <u>3,912,485.10</u> |
| | TOTAL LIABILITIES AND EQUITY | | <u>3,931,005.54</u> |

TOWN OF DEWEY-HUMBOLDT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2017

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---------------------|---------------------|---------------------|-------------------|-------------|
| <u>REVENUES</u> | | | | | |
| 10-100-3100 LOCAL SALES TAX | 402,853.24 | 402,853.24 | 432,000.00 | 29,146.76 | 93.3 |
| 10-100-3202 BUILDING INSPECTION PERMITS | 84,215.94 | 84,215.94 | 65,000.00 | (19,215.94) | 129.6 |
| 10-100-3310 INCOME TAX | 365,927.31 | 365,927.31 | 488,215.00 | 122,287.69 | 75.0 |
| 10-100-3320 STATE SALES TAX | 239,135.06 | 239,135.06 | 375,613.00 | 136,477.94 | 63.7 |
| 10-100-3330 VEHICLE LICENSE TAX | 176,779.66 | 176,779.66 | 237,874.00 | 61,094.34 | 74.3 |
| 10-100-3403 PLANNING & ZONING FEES | 4,895.00 | 4,895.00 | 4,000.00 | (895.00) | 122.4 |
| 10-100-3420 PLAN CHECK FEES | 2,800.00 | 2,800.00 | 5,000.00 | 2,200.00 | 56.0 |
| 10-100-3425 UTILITY FRANCHISE FEES | 4,807.68 | 4,807.68 | 11,000.00 | 6,192.32 | 43.7 |
| 10-100-3501 COURT REVENUES | 33,993.87 | 33,993.87 | 50,100.00 | 16,106.13 | 67.9 |
| 10-100-3801 INTEREST EARNINGS | 4,335.67 | 4,335.67 | 15,000.00 | 10,664.33 | 28.9 |
| 10-100-3804 MISCELLANEOUS | 5,776.60 | 5,776.60 | 500.00 | (5,276.60) | 1155.3 |
| TOTAL REVENUES | 1,325,520.03 | 1,325,520.03 | 1,684,302.00 | 358,781.97 | 78.7 |
| TOTAL FUND REVENUE | 1,325,520.03 | 1,325,520.03 | 1,684,302.00 | 358,781.97 | 78.7 |

TOWN OF DEWEY-HUMBOLDT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2017

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|-------------------|-------------------|-------------------|------------------|-------------|
| <u>TOWN COUNCIL AND MANAGEMENT</u> | | | | | |
| 10-413-4000 SALARY AND WAGES | 59,732.28 | 59,732.28 | 88,098.00 | 28,366.72 | 67.8 |
| 10-413-4100 ALLOWANCES | 3,507.60 | 3,507.60 | 4,560.00 | 1,052.40 | 76.9 |
| 10-413-4110 HEALTH INSURANCE | 8,084.75 | 8,084.75 | 9,952.00 | 1,867.25 | 81.2 |
| 10-413-4111 DENTAL & VISION INSURANCE | 539.70 | 539.70 | 780.00 | 240.30 | 69.2 |
| 10-413-4120 RETIREMENT | 7,920.26 | 7,920.26 | 9,771.00 | 1,850.74 | 81.1 |
| 10-413-4150 MEDICARE | 914.42 | 914.42 | 1,181.00 | 266.58 | 77.4 |
| 10-413-4160 STATE UNEMPLOYMENT | 226.81 | 226.81 | 420.00 | 193.19 | 54.0 |
| 10-413-4170 WORKERS COMPENSATION | 156.00 | 156.00 | 212.00 | 56.00 | 73.6 |
| 10-413-6010 DUES & MEMBERSHIPS | 11,215.99 | 11,215.99 | 11,927.00 | 711.01 | 94.0 |
| 10-413-6020 TRAINING AND TRAVEL | 7,659.15 | 7,659.15 | 14,580.00 | 6,920.85 | 52.5 |
| TOTAL TOWN COUNCIL AND MANAGEMENT | 99,956.96 | 99,956.96 | 141,481.00 | 41,524.04 | 70.7 |
| <u>TOWN CLERK AND PUBLIC RECORDS</u> | | | | | |
| 10-414-4000 SALARY & WAGES | 69,039.51 | 69,039.51 | 93,890.00 | 24,850.49 | 73.5 |
| 10-414-4110 HEALTH INSURANCE | 16,468.33 | 16,468.33 | 19,976.00 | 3,507.67 | 82.4 |
| 10-414-4111 DENTAL & VISION INSURANCE | 1,079.40 | 1,079.40 | 1,560.00 | 480.60 | 69.2 |
| 10-414-4120 RETIREMENT | 8,666.82 | 8,666.82 | 11,267.00 | 2,600.18 | 76.9 |
| 10-414-4150 MEDICARE | 1,001.04 | 1,001.04 | 1,362.00 | 360.96 | 73.5 |
| 10-414-4160 STATE UNEMPLOYMENT | 453.62 | 453.62 | 1,260.00 | 806.38 | 36.0 |
| 10-414-4170 WORKERS COMPENSATION | 172.00 | 172.00 | 399.00 | 227.00 | 43.1 |
| 10-414-5100 SOFTWARE:GRANICUS, AMERLEGAL | 12,841.71 | 12,841.71 | 18,000.00 | 5,158.29 | 71.3 |
| 10-414-5300 ELECTIONS | 18,916.32 | 18,916.32 | 18,000.00 | (916.32) | 105.1 |
| 10-414-6010 PROFESSIONAL MEMBERSHIPS | 125.00 | 125.00 | 360.00 | 235.00 | 34.7 |
| 10-414-6020 TRAINING AND TRAVEL | 694.53 | 694.53 | 1,500.00 | 805.47 | 46.3 |
| 10-414-6100 NEWSLETTER | 12,444.10 | 12,444.10 | 16,000.00 | 3,555.90 | 77.8 |
| 10-414-6200 PRINT, PUBLISH, ADVERTISE | 3,366.69 | 3,366.69 | 5,000.00 | 1,633.31 | 67.3 |
| 10-414-6380 SOFTWARE MAINTENANCE | 2,497.80 | 2,497.80 | 2,500.00 | 2.20 | 99.9 |
| TOTAL TOWN CLERK AND PUBLIC RECORDS | 147,766.87 | 147,766.87 | 191,074.00 | 43,307.13 | 77.3 |
| <u>FINANCE AND BUDGET</u> | | | | | |
| 10-415-4000 SALARY & WAGES | 44,573.03 | 44,573.03 | 81,117.00 | 36,543.97 | 55.0 |
| 10-415-4110 HEALTH INSURANCE | 11,442.19 | 11,442.19 | 19,904.00 | 8,461.81 | 57.5 |
| 10-415-4111 DENTAL & VISION INSURANCE | 755.58 | 755.58 | 1,560.00 | 804.42 | 48.4 |
| 10-415-4120 RETIREMENT | 5,582.97 | 5,582.97 | 9,735.00 | 4,152.03 | 57.4 |
| 10-415-4150 MEDICARE | 646.35 | 646.35 | 1,177.00 | 530.65 | 54.9 |
| 10-415-4160 STATE UNEMPLOYMENT | 261.11 | 261.11 | 840.00 | 578.89 | 31.1 |
| 10-415-4170 WORKERS COMPENSATION | 135.00 | 135.00 | 255.00 | 120.00 | 52.9 |
| 10-415-5001 OSP AUDIT SERVICES | 13,000.00 | 13,000.00 | 13,000.00 | .00 | 100.0 |
| 10-415-5200 OSP CONTRACTS | 14,782.07 | 14,782.07 | 12,000.00 | (2,782.07) | 123.2 |
| 10-415-6010 PROFESSIONAL MEMBERSHIPS | 405.00 | 405.00 | 500.00 | 95.00 | 81.0 |
| 10-415-6020 TRAINING AND TRAVEL | 364.00 | 364.00 | 1,500.00 | 1,136.00 | 24.3 |
| 10-415-6380 SOFTWARE MAINT AND ACQUISITION | 6,180.00 | 6,180.00 | 7,000.00 | 820.00 | 88.3 |
| TOTAL FINANCE AND BUDGET | 98,127.30 | 98,127.30 | 148,588.00 | 50,460.70 | 66.0 |

TOWN OF DEWEY-HUMBOLDT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2017

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|-------------------------------|--------------------------------|------------|------------|------------|----------------|
| <u>LEGAL</u> | | | | | |
| 10-416-5001 | OSP TOWN ATTORNEY | 32,761.38 | 32,761.38 | 53,000.00 | 20,238.62 61.8 |
| 10-416-5005 | OSP ETHICS HEARING OFFICER | .00 | .00 | 5,000.00 | 5,000.00 .0 |
| | TOTAL LEGAL | 32,761.38 | 32,761.38 | 58,000.00 | 25,238.62 56.5 |
| <u>INFORMATION TECHNOLOGY</u> | | | | | |
| 10-417-5100 | OSP TECHNICAL | 17,195.00 | 17,195.00 | 24,000.00 | 6,805.00 71.7 |
| 10-417-5110 | WEBSITE & SUCH | .00 | .00 | 2,100.00 | 2,100.00 .0 |
| 10-417-6380 | SOFTWARE MAINT AND ACQUISITION | 1,925.93 | 1,925.93 | 3,000.00 | 1,074.07 64.2 |
| 10-417-6900 | EQUIPMENT - NON CAPITAL | 154.27 | 154.27 | 2,500.00 | 2,345.73 6.2 |
| 10-417-6950 | IT HARDWARE & EQUIPMENT | 2,402.74 | 2,402.74 | 3,000.00 | 597.26 80.1 |
| | TOTAL INFORMATION TECHNOLOGY | 21,677.94 | 21,677.94 | 34,600.00 | 12,922.06 62.7 |
| <u>MAGISTRATE COURT</u> | | | | | |
| 10-421-4000 | SALARY AND WAGES | 36,157.62 | 36,157.62 | 51,159.00 | 15,001.38 70.7 |
| 10-421-4120 | RETIREMENT | 1,895.95 | 1,895.95 | 2,558.00 | 662.05 74.1 |
| 10-421-4150 | MEDICARE | 524.31 | 524.31 | 742.00 | 217.69 70.7 |
| 10-421-4160 | STATE UNEMPLOYMENT | 427.78 | 427.78 | 840.00 | 412.22 50.9 |
| 10-421-4170 | WORKERS COMPENSATION | 85.00 | 85.00 | 128.00 | 43.00 66.4 |
| 10-421-5001 | OSP PUBLIC DEFENDER | 176.10 | 176.10 | 500.00 | 323.90 35.2 |
| 10-421-5003 | OSP PROSECUTOR | 14,400.00 | 14,400.00 | 21,600.00 | 7,200.00 66.7 |
| 10-421-5005 | OSP SPECIALIZED COURT FEES | 576.91 | 576.91 | 5,000.00 | 4,423.09 11.5 |
| 10-421-5303 | LEASE, MAGISTRATE COURT | 3,309.00 | 3,309.00 | 3,983.00 | 674.00 83.1 |
| 10-421-8010 | PROFESSIONAL MEMBERSHIPS | 365.00 | 365.00 | 400.00 | 35.00 91.3 |
| 10-421-8020 | TRAINING AND TRAVEL | 949.57 | 949.57 | 2,000.00 | 1,050.43 47.5 |
| 10-421-8300 | GENERAL SUPPLIES | 400.75 | 400.75 | 800.00 | 399.25 50.1 |
| 10-421-8301 | SUPPLY:BOOKS & SUBSCRIPTIONS | 700.00 | 700.00 | 700.00 | .00 100.0 |
| 10-421-8500 | UTILITIES (ELECTRICITY & GAS) | 975.83 | 975.83 | 1,500.00 | 524.17 65.1 |
| 10-421-8520 | TELEPHONE | 428.86 | 428.86 | 500.00 | 71.14 85.8 |
| 10-421-8900 | EQUIP SUPPLY | 2,483.92 | 2,483.92 | 3,000.00 | 516.08 82.8 |
| | TOTAL MAGISTRATE COURT | 63,856.60 | 63,856.60 | 95,410.00 | 31,553.40 66.9 |
| <u>PUBLIC SAFETY</u> | | | | | |
| 10-425-5300 | OSP SHERIFF SERVICES | 326,975.00 | 326,975.00 | 392,370.00 | 65,395.00 83.3 |
| 10-425-5301 | OSP EMERGENCY RESPONSE | 1,674.00 | 1,674.00 | 1,800.00 | 126.00 93.0 |
| 10-425-5501 | FACILITIES SHERIFF OFFICE | 8,613.00 | 8,613.00 | 10,134.00 | 1,521.00 85.0 |
| 10-425-6500 | UTILITIES (ELECTRICITY) | 1,647.44 | 1,647.44 | 2,500.00 | 852.56 65.9 |
| | TOTAL PUBLIC SAFETY | 338,909.44 | 338,909.44 | 406,804.00 | 67,894.56 83.3 |

TOWN OF DEWEY-HUMBOLDT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2017

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|-------------------|-------------------|-------------------|------------------|-------------|
| <u>ENGINEERING</u> | | | | | |
| 10-430-4000 SALARY AND WAGES | 40,228.01 | 40,228.01 | 54,817.00 | 14,588.99 | 73.4 |
| 10-430-4110 HEALTH INSURANCE | 8,107.22 | 8,107.22 | 9,852.00 | 1,744.78 | 82.3 |
| 10-430-4111 DENTAL & VISION INSURANCE | 539.70 | 539.70 | 780.00 | 240.30 | 69.2 |
| 10-430-4120 RETIREMENT | 5,072.08 | 5,072.08 | 6,579.00 | 1,508.92 | 77.1 |
| 10-430-4150 MEDICARE | 591.49 | 591.49 | 795.00 | 203.51 | 74.4 |
| 10-430-4160 STATE UNEMPLOYMENT | 226.81 | 226.81 | 420.00 | 193.19 | 54.0 |
| 10-430-4170 WORKERS COMPENSATION | 1,304.00 | 1,304.00 | 1,781.00 | 477.00 | 73.2 |
| 10-430-5001 OSP ENGINEERING | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 10-430-6010 PROFESSIONAL MEMBERSHIPS | .00 | .00 | 200.00 | 200.00 | .0 |
| 10-430-6020 TRAINING AND TRAVEL | 275.00 | 275.00 | 1,000.00 | 725.00 | 27.5 |
| TOTAL ENGINEERING | 56,344.31 | 56,344.31 | 77,224.00 | 20,879.69 | 73.0 |
| <u>PUBLIC WORKS</u> | | | | | |
| 10-431-4000 SALARY & WAGES | 48,437.58 | 48,437.58 | 72,025.00 | 23,587.42 | 67.3 |
| 10-431-4010 OVERTIME | 388.02 | 388.02 | 800.00 | 411.98 | 48.5 |
| 10-431-4110 HEALTH INSURANCE | 16,041.70 | 16,041.70 | 19,412.00 | 3,370.30 | 82.6 |
| 10-431-4111 DENTAL & VISION INSURANCE | 1,079.40 | 1,079.40 | 1,560.00 | 480.60 | 69.2 |
| 10-431-4120 RETIREMENT | 6,127.79 | 6,127.79 | 7,882.00 | 1,754.21 | 77.7 |
| 10-431-4150 MEDICARE | 701.97 | 701.97 | 1,056.00 | 354.03 | 66.5 |
| 10-431-4160 STATE UNEMPLOYMENT | 453.58 | 453.58 | 1,260.00 | 806.42 | 36.0 |
| 10-431-4170 WORKERS COMPENSATION | 1,582.00 | 1,582.00 | 2,675.00 | 1,093.00 | 59.1 |
| 10-431-5200 OSP JANITORIAL SERVICES | 2,391.66 | 2,391.66 | 3,000.00 | 608.34 | 79.7 |
| 10-431-5500 FACILITIES, TOWN HALL | 33,141.60 | 33,141.60 | 38,991.00 | 5,849.40 | 85.0 |
| 10-431-5503 FACILITY MAINTENANCE | .00 | .00 | 500.00 | 500.00 | .0 |
| 10-431-5900 OSP OTHER | 1,647.75 | 1,647.75 | 2,500.00 | 852.25 | 65.9 |
| 10-431-5903 LIABILITY & AUTO INSURANCE | 26,680.00 | 26,680.00 | 29,200.00 | 2,520.00 | 91.4 |
| 10-431-6020 TRAINING AND TRAVEL | .00 | .00 | 200.00 | 200.00 | .0 |
| 10-431-6300 GENERAL SUPPLIES - TOWN | 4,717.76 | 4,717.76 | 8,000.00 | 3,282.24 | 59.0 |
| 10-431-6500 FACILITIES, ELECTRIC UTILITIES | 5,008.87 | 5,008.87 | 8,000.00 | 2,991.13 | 62.6 |
| 10-431-6510 FACILITIES, GAS UTILITIES | 893.84 | 893.84 | 800.00 | (93.84) | 111.7 |
| 10-431-6520 FACILITIES, TELEPHONE | 4,609.21 | 4,609.21 | 6,500.00 | 1,890.79 | 70.9 |
| 10-431-6530 FACILITIES, CELLULAR | 416.54 | 416.54 | 1,200.00 | 783.46 | 34.7 |
| 10-431-6595 VEHICLE MAINTENANCE | 127.31 | 127.31 | 500.00 | 372.69 | 25.5 |
| 10-431-6600 FACILITIES, FUEL | 368.46 | 368.46 | 500.00 | 131.54 | 73.7 |
| 10-431-7001 ROAD / FACILITY ACQUISIT | .00 | .00 | 12,000.00 | 12,000.00 | .0 |
| 10-431-7006 OPEN SPACE & PARK | 444.31 | 444.31 | 500.00 | 55.69 | 88.9 |
| TOTAL PUBLIC WORKS | 155,259.35 | 155,259.35 | 219,061.00 | 63,801.65 | 70.9 |

TOWN OF DEWEY-HUMBOLDT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2017

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|---------------------|---------------------|----------------------|----------------------|-------------|
| <u>COMMUNITY DEVELOPMENT</u> | | | | | |
| 10-465-4000 SALARY & WAGES | 92,494.13 | 92,494.13 | 132,114.00 | 39,619.87 | 70.0 |
| 10-465-4110 HEALTH INSURANCE | 8,156.21 | 8,156.21 | 20,048.00 | 11,891.79 | 40.7 |
| 10-465-4111 DENTAL & VISION INSURANCE | 1,006.35 | 1,006.35 | 1,560.00 | 553.65 | 64.5 |
| 10-465-4120 RETIREMENT | 9,296.70 | 9,296.70 | 12,884.00 | 3,587.30 | 72.2 |
| 10-465-4150 MEDICARE | 1,341.14 | 1,341.14 | 1,916.00 | 574.86 | 70.0 |
| 10-465-4160 STATE UNEMPLOYMENT | 765.47 | 765.47 | 1,260.00 | 494.53 | 60.8 |
| 10-465-4170 WORKERS COMPENSATION | 1,269.00 | 1,269.00 | 1,200.00 | (69.00) | 105.8 |
| 10-465-5001 OSP P&Z MANAGEMENT | 2,983.99 | 2,983.99 | 5,000.00 | 2,016.01 | 59.7 |
| 10-465-5005 IGA LIBRARY SERVICE | 36,143.00 | 36,143.00 | 36,143.00 | .00 | 100.0 |
| 10-465-5501 FACILITIES, LIBRARY-RENT, REPAIR | 10,121.30 | 10,121.30 | 13,000.00 | 2,878.70 | 77.9 |
| 10-465-6010 PROFESSIONAL MEMBERSHIPS | .00 | .00 | 500.00 | 500.00 | .0 |
| 10-465-6020 TRAINING AND TRAVEL | .00 | .00 | 1,500.00 | 1,500.00 | .0 |
| 10-465-6100 SUPPLY: BOOK SUBSCRIPTIONS | .00 | .00 | 200.00 | 200.00 | .0 |
| 10-465-6380 SOFTWARE MAINT (WINDOWARE, GIS) | 2,066.03 | 2,066.03 | 3,800.00 | 1,733.97 | 54.4 |
| 10-465-6950 NEIGHBORHOOD OUTREACH | 28,826.76 | 28,826.76 | 56,500.00 | 27,673.24 | 51.0 |
| TOTAL COMMUNITY DEVELOPMENT | 194,470.08 | 194,470.08 | 287,625.00 | 93,154.92 | 67.6 |
| <u>NON-DEPARTMENTAL</u> | | | | | |
| 10-499-9994 TRANSFER OUT TO HURF | 24,435.00 | 24,435.00 | 24,435.00 | .00 | 100.0 |
| 10-499-9995 COST OVERRUNS CONTINGENCY | .00 | .00 | 200,000.00 | 200,000.00 | .0 |
| TOTAL NON-DEPARTMENTAL | 24,435.00 | 24,435.00 | 224,435.00 | 200,000.00 | 10.9 |
| TOTAL FUND EXPENDITURES | 1,233,565.23 | 1,233,565.23 | 1,884,302.00 | 650,736.77 | 65.5 |
| NET REVENUE OVER EXPENDITURES | 91,954.80 | 91,954.80 | (200,000.00) | (291,954.80) | 46.0 |

TOWN OF DEWEY-HUMBOLDT

BALANCE SHEET

MARCH 31, 2017

HURF FUND

ASSETS

| | | | | |
|-------------|-----------------------|---|-------------|-------------------|
| 20-000-1000 | DUE FROM GENERAL FUND | (| 135,696.63) | |
| 20-000-1100 | ACCOUNTS RECEIVABLE | (| .53) | |
| 20-000-1500 | INVESTMENTS - LGIP | | 472,239.97 | |
| | TOTAL ASSETS | | | <u>336,542.81</u> |

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 | | 231,970.67 | |
| | REVENUE OVER EXPENDITURES - YTD | | 68,103.60 | |
| | BALANCE - CURRENT DATE | | 336,362.27 | |
| | TOTAL FUND EQUITY | | | <u>336,362.27</u> |
| | TOTAL LIABILITIES AND EQUITY | | | <u>336,542.81</u> |

TOWN OF DEWEY-HUMBOLDT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2017

HURF FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|-------------------|-------------------|-------------------|-------------------|-------------|
| <u>REVENUES</u> | | | | | |
| 20-100-3340 HURF | 214,524.27 | 214,524.27 | 318,908.00 | 104,383.73 | 67.3 |
| 20-100-3600 INTEREST EARNINGS | 1,525.39 | 1,525.39 | 500.00 | (1,025.39) | 305.1 |
| 20-100-3700 TRANSFER IN FROM GENERAL FUND | 24,435.00 | 24,435.00 | 24,435.00 | .00 | 100.0 |
| TOTAL REVENUES | 240,484.66 | 240,484.66 | 343,843.00 | 103,358.34 | 69.9 |
| TOTAL FUND REVENUE | 240,484.66 | 240,484.66 | 343,843.00 | 103,358.34 | 69.9 |

TOWN OF DEWEY-HUMBOLDT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2017

HURF FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|---------------|------------|--------------|---------------|------|
| <u>ENGINEERING</u> | | | | | |
| 20-430-7002 CAPITAL ROAD IMPROVEMENT | .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) | 44,335.34 | 44,335.34 | 56,000.00 | 11,664.66 | 79.2 |
| 20-431-6595 VEHICLE MAINTENANCE | 19.25 | 19.25 | 2,500.00 | 2,480.75 | .8 |
| 20-431-6600 FACILITIES, FUEL | 3,238.45 | 3,238.45 | 8,000.00 | 4,761.55 | 40.5 |
| 20-431-6900 HEAVY EQUIP MAINTENANCE | 783.55 | 783.55 | 10,000.00 | 9,216.45 | 7.8 |
| 20-431-7001 IN-HOUSE ROW MAINT MATERIALS | 2,108.79 | 2,108.79 | 7,500.00 | 5,391.21 | 28.1 |
| 20-431-7006 CAPITAL ROAD MAINT (OSP) | 44,000.20 | 44,000.20 | 213,000.00 | 168,999.80 | 20.7 |
| 20-431-7008 ONE TIME ROAD PROJECTS | 77,895.48 | 77,895.48 | 126,000.00 | 48,104.52 | 61.8 |
| 20-431-7400 CAPITAL EQUIPMENT | .00 | .00 | 3,000.00 | 3,000.00 | .0 |
| TOTAL PUBLIC WORKS | 172,381.06 | 172,381.06 | 426,000.00 | 253,618.94 | 40.5 |
| TOTAL FUND EXPENDITURES | 172,381.06 | 172,381.06 | 433,000.00 | 260,618.94 | 39.8 |
| NET REVENUE OVER EXPENDITURES | 68,103.60 | 68,103.60 | (89,157.00) | (157,260.60) | 76.4 |

TOWN OF DEWEY-HUMBOLDT

BALANCE SHEET

MARCH 31, 2017

GRANT FUND

ASSETS

| | | | |
|-------------|-----------------------|---|-----------------------------|
| 22-000-1000 | DUE FROM GENERAL FUND | (| 7,691.80) |
| 22-000-1100 | GRANTS RECEIVABLE | | .23 |
| | | | <u> </u> |
| | TOTAL ASSETS | (| <u>7,691.57)</u> |

LIABILITIES AND EQUITY

LIABILITIES

| | | | |
|-------------|-------------------|---|------|
| 22-000-2000 | ACCOUNTS PAYABLE | (| .05) |
| | TOTAL LIABILITIES | (| .05) |

FUND EQUITY

| | | | |
|-------------|---|---|------------------|
| 22-000-2995 | UNAPPROPRIATED FUND BALANCE: FUND BALANCE AT START OF YEAR | (| <u>7,691.52)</u> |
| | BALANCE - CURRENT DATE | (| <u>7,691.52)</u> |
| | TOTAL FUND EQUITY | (| <u>7,691.52)</u> |
| | TOTAL LIABILITIES AND EQUITY | (| <u>7,691.57)</u> |

TOWN OF DEWEY-HUMBOLDT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2017

GRANT FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|-------------------------------------|-------------------|-------------------|---------------------|---------------------|-------------|
| <u>REVENUES</u> | | | | | |
| 22-100-3380 CDBG GRANT REVENUE | 204,077.45 | 204,077.45 | 300,000.00 | 95,922.55 | 68.0 |
| 22-100-3390 MISC GRANTS | .00 | .00 | 1,505,000.00 | 1,505,000.00 | .0 |
| 22-100-3400 YAV CO FLOOD CNTRL FUND | 45,696.82 | 45,696.82 | 60,000.00 | 14,303.18 | 76.2 |
| TOTAL REVENUES | 249,774.27 | 249,774.27 | 1,865,000.00 | 1,615,225.73 | 13.4 |
| TOTAL FUND REVENUE | 249,774.27 | 249,774.27 | 1,865,000.00 | 1,615,225.73 | 13.4 |

TOWN OF DEWEY-HUMBOLDT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2017

GRANT FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---------------|------------|--------------|--------------|------|
| <u>EXPENDITURES</u> | | | | | |
| 22-430-7800 CDBG QUALIFIED EXPENDITURES | 204,077.45 | 204,077.45 | 300,000.00 | 95,922.55 | 68.0 |
| 22-430-7810 MISC GRANT EXPENDITURE | .00 | .00 | 1,505,000.00 | 1,505,000.00 | .0 |
| 22-430-7820 FLOOD CONTROL REIMBURSEMENT | 45,696.82 | 45,696.82 | 60,000.00 | 14,303.18 | 76.2 |
| TOTAL EXPENDITURES | 249,774.27 | 249,774.27 | 1,865,000.00 | 1,615,225.73 | 13.4 |
| TOTAL FUND EXPENDITURES | 249,774.27 | 249,774.27 | 1,865,000.00 | 1,615,225.73 | 13.4 |
| NET REVENUE OVER EXPENDITURES | .00 | .00 | .00 | .00 | .0 |

TOWN OF DEWEY-HUMBOLDT
 BALANCE SHEET
 MARCH 31, 2017

CAPITAL ASSETS FUND

ASSETS

| | | | |
|-------------|-------------------------------|-----------------|---------------------|
| 90-000-1610 | RIGHT OF WAY | 2,982,961.00 | |
| 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 | 124,182.00 | |
| 90-000-1700 | ACCUMULATED DEPRECIATION | (3,005,578.02) | |
| | TOTAL ASSETS | | <u>4,322,029.98</u> |

LIABILITIES AND EQUITY

FUND EQUITY

| | | | |
|-------------|------------------------------|---------------------|---------------------|
| | UNAPPROPRIATED FUND BALANCE: | | |
| 90-000-2996 | INVESTMENT IN CAPITAL ASSETS | <u>4,322,029.98</u> | |
| | BALANCE - CURRENT DATE | <u>4,322,029.98</u> | |
| | TOTAL FUND EQUITY | | <u>4,322,029.98</u> |
| | TOTAL LIABILITIES AND EQUITY | | <u>4,322,029.98</u> |

TOWN OF DEWEY-HUMBOLDT
BALANCE SHEET
MARCH 31, 2017

GENERAL LONG TERM LIABILITIES

ASSETS

| | | | |
|-------------|------------------------|-----------|-----------|
| 95-000-1660 | AMOUNTS TO BE PROVIDED | 37,842.00 | |
| | TOTAL ASSETS | | 37,842.00 |

LIABILITIES AND EQUITY

LIABILITIES

| | | | |
|-------------|------------------------------|-----------|-----------|
| 95-000-2165 | COMPENSATED ABSENCES | 37,842.00 | |
| | TOTAL LIABILITIES | | 37,842.00 |
| | TOTAL LIABILITIES AND EQUITY | | 37,842.00 |

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TOWN OF DEWEY-HUMBOLDT MAYOR & TOWN COUNCIL TEAMBUILDING & PLANNING RETREAT

“MANAGING DIFFICULT COMMUNICATIONS”

CHERRY CREEK RANCH
MARCH 14, 2017

Attendees:

Policy Makers

Policy Makers:

Terry Nolan, Mayor
Mark McBrady, Vice Mayor
Victoria Wendt, Council Member
John Hughes, Council Member
Doug Treadway, Council Member
Amy Timmons, Council Member
Jack Hamilton, Council Member

Staff

Staff:

Yvonne Kimball, Town Manager
Steven Brown, Community Planner
Ed Hanks, Public Works Supervisor
Julie Gibson, Administrative Assistant

FACILITATION AND INTERPRETIVE SUMMARY: LANCE DECKER

INTRODUCTION AND BACKGROUND

The Town of Dewey-Humboldt has undergone significant change since it was first incorporated in 2004. Because of the Town's continued development, even more changes are anticipated in all areas of planning, economic growth and governance. The ability to effectively govern requires good communication between the Town and its residents. For this reason, policy makers decided to invest a day of their time to discuss communications.

On March 14 the Town Manager, Mayor and Town Council Members participated in a structured workshop about communication and controversial issues. The driving question they answered was, "What might we do to improve our communications with each other, and with the people who live in Dewey-Humboldt?"

The following interpretive report, data tables and appendices represent the product of these discussions.

OBJECTIVES OF SESSION

- To help the Town Council improve its communications
- To develop ways to effectively discuss and decide controversy

SCRIPT FOR THE DAY

The script being used for the day's activities was as follows:

| | | |
|-------|---|-----------------------------------|
| 8:45 | <i>Coffee and conversations</i> | |
| 9:00 | Welcome and opening comments Administrivia | Mayor Terry Nolan Lance Decker |
| 9:15 | Understanding your communications style | Participants |
| 10:30 | <i>Break</i> | |
| 10:45 | Communications Questions: How can we apply what we learned today to Dewey-Humboldt's advantage? | Participants |
| 11:00 | Trust, teams and expectations | Participants |
| 11:45 | <i>Lunch</i> | |
| 12:30 | Using what we learned this morning... What challenges do you face? What opportunities can you see? What strengths do you have? | Participants |

What liabilities / threats are pending?

| | | |
|------|------------------------------|--------------|
| 2:45 | <i>Break</i> | |
| 3:00 | Planning for action | Participants |
| 4:00 | Session wrap-up / Evaluation | Participants |
| 4:30 | <i>Adjourn</i> | |

INTRODUCTIONS

Participants were asked to 1) place their name on a data card, and 2) identify one observation about the communications profile they recently completed. The following are the results of those discussions:

| Name | Observation |
|----------------|--|
| Yvonne Kimball | Perspective was important to completing the survey. If “work” was the perspective, the answers to the survey were directed one way, while if “family” were the perspective the answers could be quite different. |
| Doug Treadway | The results were accurate. |
| Amy Timmons | The results were accurate to a degree but “I felt I’m more direct than the actual score revealed.” |
| John Hughes | “I agree with the overall results, but feel that at times two answers might apply, or none of the answers applied.” |
| Victoria Wendt | “The results were spot on.” |
| Mark McBrady | |
| Jack Hamilton | |
| Terry Nolan | The Mayor described his results as “direct.” |

PRE-MEETING PREPARATION

Prior to the March workshop participants were asked to complete a communications assessment survey to determine their communication style profile. The results of the survey separated communications styles into four categories: Direct, Spirited, Systematic and

Considerate. There were no right or wrong answers to the survey, and the materials are provided as a way of determining preferred approaches to communication.

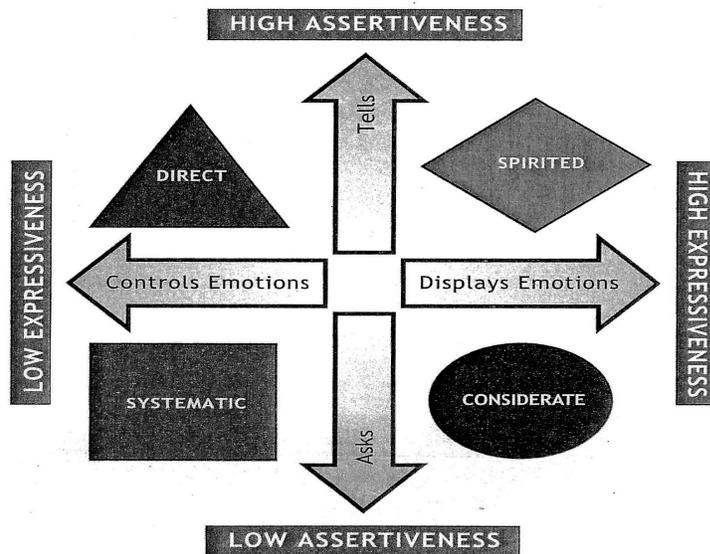


Figure 1

There are four areas of communication that the profile assesses: verbal, paraverbal, body language, and personal space. (Figure 1)

This four-square model indicates that people with high “direct” and “spirited” scores tell rather than ask, and people with high “spirited” and “considerate” scores generally are highly expressive when they communicate.

Further, each of these categories shows distinct behavioral expressions within the four quadrants of the profile. (Figure 2)

| |  DIRECT |  SPIRITED |  CONSIDERATE |  SYSTEMATIC |
|-----------------------|---|---|---|--|
| Verbal | <ul style="list-style-type: none"> decisive direct speech doesn't stop to say hello | <ul style="list-style-type: none"> generalizes persuasive expresses opinions readily | <ul style="list-style-type: none"> listens close, personal language supportive language | <ul style="list-style-type: none"> precise language avoids emotions focuses on specific details |
| Paraverbal | <ul style="list-style-type: none"> speaks quickly loud tones formal speech | <ul style="list-style-type: none"> loud tones animated lots of voice inflection | <ul style="list-style-type: none"> speaks slowly soft tones patient speech | <ul style="list-style-type: none"> even delivery brief speech little vocal variety |
| Body Language | <ul style="list-style-type: none"> direct eye contact bold visual appearance firm handshake | <ul style="list-style-type: none"> quick actions lots of body movement enthusiastic handshake | <ul style="list-style-type: none"> slow movement tactile gentle handshake | <ul style="list-style-type: none"> poker face avoids touching controlled movement |
| Personal Space | <ul style="list-style-type: none"> keeps physical distance work space suggests power displays planning calendars in work space | <ul style="list-style-type: none"> cluttered workspace personal slogans in office likes close physical space | <ul style="list-style-type: none"> family pictures in workspace likes side-by-side seating carries sentimental items | <ul style="list-style-type: none"> a strong sense of personal space charts, graphs in office prefers an organized desktop |

Figure 2

During the workshop each of the policy makers and the manager’s profile was displayed on the overhead projection screen, and each was discussed as to “if and how” accurately the score reflected the individual’s actual style as perceived by other participants.

In general, the group indicated the scores on their profiles were accurate. It was also discussed that most people are flexible in their communication style, so the answers to the specific questions

asked on the survey are often dependent on the specific social setting.

Discussion questions included:

- What did you learn about your communications profile from the HRDQ exercise?
- What communication styles are represented on the Council?
- What are the positive aspects of your communication style?

- What are some of the aspects of your dominant style that may be potential trouble spots?
- What specific communications challenges do you face in your everyday interactions?
- How might the Town Council members use this morning's information to improve communications and understanding while on the dais?
- How might the Town Council use what's been discussed to help Dewey-Humboldt improve overall communications on controversial topics?

To this last question and in summary, below are several illustrative comments from the group provided without attribution. For a more detailed description of this discussion, refer to the minutes of the meeting from the Manager's Office.

- Because of this training, there's hope that communication amongst and between the Council members will improve moving forward
- Learning and knowing what other Council member's profiles are will help craft how to respond to individual situations in the future.
- We learned how to better communicate with our colleagues as a result of this profile discussion.
- There is a belief by some that the public should have greater access to the Council and for longer lengths of time.

As a final suggestion, the Council was cautioned about body language and paraverbal communication with each other and toward the public while seated on the dais. For example, a message sent through body language that can be destructive to communications is the "eye-roll." Rolling the eyes when someone is talking can be interpreted in several ways, but at its worse, the eye-roll shows contempt for the person for whom it is directed. For more information on eye-rolling and body language go to the following website.

<https://www.psychologytoday.com/blog/resolution-not-conflict/201303/how-contempt-destroys-relationships>

Good listening skills will also help improve communications. Below is a web article on improving listening.

<https://www.forbes.com/sites/womensmedia/2012/11/09/10-steps-to-effective-listening/#352545838918>

DEVELOPING AND STRENGTHENING TRUST (TRUST, TEAMS AND EXPECTATIONS)

The question, "what creates trust" was discussed briefly as an introduction to a brief lecture on the subject.

Definitions: Trust is a firm belief in the reliability, truth, ability or strength of someone or something. Trust is acceptance of the truth of a statement without evidence of investigation.

The core areas of trust are 1) predictability – being able to predict what others will do and the situations, not always positive; 2) value exchange; 3) delayed reciprocity; and 4) exposure to being vulnerable.

Core Areas of Trust

- Predictability
- Value exchange
- Delayed reciprocity
- Exposed vulnerability

LECTURE: WHAT IS TRUST?

Adapted from materials found on the Changing Minds website:
http://changingminds.org/explanations/trust/what_is_trust.htm

Trust is both an emotional and logical act. Emotionally, it is where you expose your vulnerabilities to people, but believing they will not take advantage of your openness. Logically, it is where you have assessed the probabilities of gain and loss, calculating expected utility based on hard performance data, and concluded that the person in question will behave in a predictable manner.

In practice, trust is a bit of both. I trust you because I have experienced your trustworthiness and because I have faith in human nature. Below are four core areas of trust.

Predictability

It is a normal part of the human condition to be constantly forecasting ahead. We build internal models of the world based both on our experiences and what others tell us, and then use these to guess what will happen next. This allows us to spot and prepare for threats and also make plans to achieve our longer-term goals.

Value exchange

Most of what we do with other people is based around exchange, which is the basis for all businesses as well as simple relationships. At its simplest, it is exchange of goods. I will swap you two sheep for one cow. It is easy to calculate the value in such material bargaining. Things get more complex when less tangible forces come into play. A parent exchanges attention for love. A company exchanges not only pay but good working conditions for the intellectual and manual efforts of its workforce.

Value exchange works because we each value things differently. If I have a whole flock of sheep but no milk, then I can do business with a person who has a herd of cows but no clothes. This principle of reciprocity is what binds societies together.

Trust in value exchange occurs when we do not know fully whether what we are receiving is what we expect. When we buy a car, don't want to be sold a ringer which the seller knows is faulty. When I get advice in business, I want it to be based on facts, not wild opinions.

Delayed reciprocity

Exchange is not just about an immediate swapping of cows and sheep or hugs and kisses. What makes companies and societies really work is that something is given now, but the return is paid back some time in the future. The advantage of this is that we can create a more flexible environment, where you can get what you need when you need it, rather than having to save up for it.

Trust now becomes particularly important, because otherwise we are giving something for nothing. The delay we have placed in the reciprocal arrangement adds a high level of uncertainty, which we need to mitigate through trust.

What is often called the ‘golden rule’ is a simple formula for creating trust. ‘Do unto others as you would have them do unto you.’ It sets up the dynamic for my giving you something now with the hope of getting back some unspecified thing in the indeterminate future.

Exposed vulnerabilities

When we trust other people, we may not only be giving them something in hope of getting something else back in the future, we may also be exposing ourselves in a way that they can take advantage of our vulnerabilities. If I buy a car from you and I do not know a good price, you can lie to me so you get a better bargain. If I tell you in confidence about the problems I am having with work, you could use this to further your own career at my expense.

Although the threat of retribution or projected feelings of guilt can counteract your temptation to abuse my exposed vulnerabilities, if you succumb I still get hurt and may still end up with the shorter stick. For our transaction to complete successfully, I must be able to trust that such agonies will not come to pass.

THE POWER OF EXPECTATIONS

The discussion surrounded the question of what is required to build community trust. Specific driving questions included: What makes your community residents trust the Town and its leaders? What reduces trust? What improves trust? When trust is lost, what does it take to rebuild it?

The answers to these questions revolved around meeting the community members’ expectations. In situations where expectations are not met, it usually means there was no specific process used to establish reasonable expectations in the first place. Each party to the contract assumed what the other meant by their commitment, but no one took the time to define those commitments in detail, assure that they were on the same page regarding expectations, and then any gaps were negotiated and filled.

Question to the group: What process does Dewey-Humboldt use to negotiate and manage community expectations?

A spirited discussion took place about various methods the Town had used in the past, and what might be effective in the future.

The Expectations Model...

- Research / Understand – Ask people what they expect.
- Analyze / Clarify – Make sure you understand what people expect, and follow up to make sure what they heard is what you meant.
- Negotiate – When expectations are not congruent, return to the table; negotiate a common expectation and reaffirm understanding.
- Communicate – Continually promote clear understanding of what's to be done; reinforce the outcomes from the community contract.
- Manage – If things change, double back to the community and let them know; adjust expectations as needed including deliverables, outcomes and timelines.
- Celebrate – When the expectation has been fulfilled, let everyone know it's been done and celebrate success.

For more information about the topic of expectations, see Appendix A.

APPLICATION OF INFORMATION

Prior to lunch the group was asked what they took away from the morning's work. The following were comments during this discussion.

- We learned quite a few things regarding communication and educating people.
- We need to educate the public. People think things can happen that can't happen, and I'm still learning after four years on Town Council. Training is helpful.
- We need more public interaction, coffee with citizen, ice cream socials, more training at League of Cities and Town.
- We should get more education, and open lines of communication; be willing to see other side of argument.
- Listening, empathy, communicating is vital. It's best to insure others understand process and Council constraints, gray area, not black and white.
- There are different ways to look at the same question, to hear others' opinions, and other ways to look at problems.
- I learned about expectations.
- All of the information received this morning was helpful.
- Sometimes we are listening but not hearing what people mean. Listening is very important. We need to be present and understand what's being said. We need to communicate in both directions so folks understand what the Council really wants.
- I know that I shouldn't take anything said about me personally. When you get personal you aren't doing things for the Town.
- If there's trust in the Council it will trickle down to the community and staff.
- It's helpful to hear the expectations of Council so I can help manage those expectations.

- I believe the Council is going in the right direction as far as communication.
- The Council needs to rebuild the trust for Town and Town Employees that has been degraded and eroded.
- This is another step toward building a strong community.
- I was surprised by profile results with everyone clustered around center; seem to have different opinions that are voiced.

LUNCH BREAK

PLANNING ISSUES FOR DEWEY-HUMBOLDT: WHAT’S THE CONTROVERSY? WHAT’S THE PROCESS?

The afternoon session was taken with identification of issues that are potentially controversial in the Town, what makes them controversial, and what processes might work best to help resolve the controversy. Spirited discussions occurred, and a more detailed account of the specific comments is contained in the Managers meeting minutes.

What are the controversial issues that Dewey-Humboldt must address in the future?

| Controversial Issues | Opportunities / Threats | Assets / Liabilities | Possible Approach / Process |
|--|--|----------------------|-----------------------------|
| Growth | <ul style="list-style-type: none"> • Communication • Good Budget • Reserves • Good People • Staff • Citizens | | |
| Roads | | | |
| General Plan | | | |
| Water Company | | | |
| Museum – Election/Rental | | | |
| Historical District | | | |
| Development | | | |
| Bringing Community Back Together – Trust | | | |
| Ethics Code | | | |
| Nuisance Code | | | |
| Animal Code | | | |
| Desire to expand infrastructure | | | |
| Restoration of Mayoral Position | | | |
| Town Hall | | | |
| Old Bank Building | | | |

Data cards from the discussion of potential controversial issues were organized by theme and affinity and are listed below.

| | | |
|---|--|--|
| <p>(Rural lifestyle) Animals Animal rights Dog ordinances Maintenance of private roads in the Town</p> | <p>Town Codes Nuisance codes Ethics code Roads, roads</p> | <p>(Growth) Development Town development Tourism Superfund site</p> |
| <p>Town Hall</p> | <p>Budget, budget, budget, budget Enough money to pay for council and community expectations Budget for Town Hall Town equipment</p> | |

CODE OF COOPERATION AND TEAMWORK

During the discussion, a process for communicating and collaborating within the Town Council and Town staff was provided to the group. This lecture highlighted the problems another city had many years ago when internal trust was at a low-ebb, and the group needed to address their group behavior. *A complete listing of the “Code of Cooperation and Teamwork” is contained in Appendix A.*

OVERALL COUNCIL DIRECTION ON PROCESS

The direction in the table below is the facilitator’s interpretation of participant’s intentions. All attending the workshop should review the table to assure accuracy and completeness. This list is tentative and should be confirmed at a subsequent Council meeting.

| |
|---|
| <p>What tentative decisions did we make, today?</p> |
| <p>There are many topics that are controversial that must be discussed by the Council. Some of these might benefit from town-hall style meetings, but many would be better served through smaller group processes. Citizen committees and subcommittees might do the early work on a controversial issue to bring a better, more thoughtful proposal back to the Council.</p> |
| <p>We need to take each issue separately and not try to deal with them all at one time. Make the issues manageable. Somebody’s got to do the CAARFs.</p> |
| <p>Most of the issues discussed today have budget implications. It might be helpful to initiate discussions on these issues during the budget process, and then use a Council workshop format to fully discuss them.</p> |
| <p>Regarding purchasing / building a new Town Hall, there are many facets of the topic that will require more study. Some of the discussion must occur in an open meeting session, but the</p> |

| |
|---|
| <p>purchase of real estate and contracts may also fall under “executive session.” Check with the Town’s attorney regarding how to process this discussion.</p> |
| <p>The issues surrounding the Town Code are complicated and may take years to address one at a time. The animal portions of the Code might be a starting point.</p> |
| <p>Concerning the use of citizen committees to study and recommend direction on controversial issues, there are benefits and there are costs. Sometimes it’s easier and more effective to simply have the Town staff facilitate a process...while other times a better, more acceptable solution can be reached by giving the process to a wholly independent outside group to study. Each situation deserves an approach that meets the Town’s best interest.</p> |
| <p>When dealing with controversy for the first time, it may be helpful to choose something that is relatively easy... “low-hanging fruit” to get started. Figure out how best to conduct the process and learn from mistakes that have low-or-no costs to them.</p> |
| <p>There is strategic benefit from “punting” when dealing with controversy. Sometimes getting the opponents involved in problem solving is not only the right thing to do, but it’s also the most effective way of bringing out problems inherent in current practices.</p> |
| <p>We’ll occasionally find that when polarized communities can find a “good enemy” they will coalesce and find ways to agree on issues. When they realize that a mutual agreement better serves their individual interests, they will work harder to find such an agreement.</p> |
| <p>Because there are several specific controversial issues involving the Town Code, it may not be wise to include such discussions as part of the General Plan process coming in the future. The Council seemed to agree that the original Town Code was taken from other municipal and county ordinances, and not customized to Dewey-Humboldt’s situation. Maybe it’s time to study and consider revising portions of the Code to make it better fit the situation in Dewey-Humboldt.</p> |
| <p>Facilitator’s Observation: In mediating public disputes it’s often helpful to learn the “interests” of the opposing groups, rather than simply relying on what they say are “principles and positions.”</p> |
| <p>Facilitator’s Observation: If a citizen comes to you (a policy maker) with a complaint, and you think there may be more to the story than is being told at that time, you might say, “I don’t know about that (issue), but let’s take some time and see what we can find out.” This gives you the opportunity to learn more about the situation, find out all the facts, and get back to the citizen with a more accurate answer.</p> |

PLANNING FOR ACTION

Action planning is a technique for creating concrete results from meetings. The first column describes the action or activity that must take place. Focus on deliverables like specific reports, outcomes from projects, decisions made, or actions completed.

The second column determines who, specifically by name, will make sure the action or deliverable gets done. They don't necessarily have to do the work themselves, but just need to be responsible for seeing it's done. Don't use titles, committees or "all of us" in this box... as a way of spreading responsibility. "When everyone is responsible... no one is responsible." When a person's name is in the box, they will feel personally responsible, and get the work done.

The third column is the delivery date. This should not be the date the activity will begin... or the date something will be in process. This should be the date when all work is completed, and the deliverable is submitted. This date should be when you can erase the action from the plan.

| ACTION PLAN | | |
|---|----------------------------|----------------------------------|
| What needs to be done? | Who is responsible? | When will it be complete? |
| Complete the interpretive notes and summary of the meeting. | Lance Decker | March 30 |
| Schedule extensive study sessions between the staff and the Town Council to prepare the Town's budget. | Yvonne Kimball | April 25, May 9, May 23. |
| Schedule study sessions between the staff and the Town Council to address possible new Town hall, roads and other public works matters. | Yvonne Kimball | April 11 |
| Initiate discussions to address overall issues concerning Town codes and specific code items. | Mayor and Town Council | TBD |
| Facilitator's suggestion: At the end of each Council meeting, hold a five-minute discussion regarding "how did we communicate with each other and with the public this evening?" | Mayor Nolan | After each meeting |

PLUS (+) ... DELTA (▲) EVALUATION

Given the entire planning session... from the time participants first arrived until right now... evaluate the meeting using a “plus...delta” technique. A “plus...delta” meeting evaluation asks the group the following questions:

“What did we do right at the meeting? What advanced our agenda? What worked for the group? What made this meeting a success?”

“What, if we ever did this meeting again, would we change to improve the results?”

SESSION EVALUATION

| What did we do right? | What would we change if we ever did this session again? |
|---|---|
| <ul style="list-style-type: none"> + We communicated well today + We discussed hot topics + We learned what to look for in the future + We open with one another + Going forward we learned how to deal with fellow CM on controversial issues + We involved the community + This is the best thing the Council has done for itself in a long time + The food was great + A member of the previous council said this retreat would be a waste of time, but he did show up, even if only for a few minutes + I did not think this was a waste of time + We received a different perspective | <ul style="list-style-type: none"> Δ I’m surprised there weren’t more people to observe and learn how we are trying to work together Δ It will be different because we’ll have a different facilitator, if they do it again |

FINAL COMMENTS FROM PARTICIPANTS

Council and Manager:

- I’m looking forward to working for the best of the community.
- We may not always agree with other Council Members but will respect your viewpoint.
- We are individuals, but as a group can better the Community.
- We won’t always see eye to eye, but don’t take things personal.
- I’m looking forward to working with each of you.
- We’ll be fine as long as we treat each other with respect.

Observers:

- Speaking for the Council I was impressed with the presentation and the system.
- I appreciate the time with the Council, and look forward to working with the new Council, laying out their program, and addressing their expectations.
- With thoughtful communication and consideration anything can be accomplished.
- I'm here to help Town Council with their program.
- I had a good time and enjoyed lunch on the Town.
- Don't take it personal.
- I look forward to working with you.
- The Council did a good job in today's retreat session. Congratulations!

APPENDIX A

City of <Anytown, USA> Code of Teamwork and Cooperation

The purpose of this Code of Teamwork and Cooperation is to provide a general framework for collegiality and cooperation among policymakers, administration and management, following the principle that “the things we do today will affect our city’s future.”

In developing this Code the term “partner” refers to the elected officials selected by the voters to create and shape the future of the jurisdiction. The terms “administration” and/or “management” refers to the people who work for the jurisdiction and are charged with carrying out the policies of the elected officials.

Section A – Commitments to Partners

Commitment #1 - What happened in the past, stays in the past! While it may be unrealistic to forgive and forget past hurts and transgressions, we cannot allow hard feelings and personal grudges to shape decisions affecting the public good. From today on, I agree to move forward with my partners, without regard to past offences, for the good of the city and its future.

Commitment #2 - I am dedicated to two-way communication with all my partners. In pursuing this goal, I will communicate frequently, and I will focus on generating the highest-quality understanding through that communication. I will use active listening techniques to facilitate that communication, and develop a personal understanding of my partners' individual long-range agenda. When possible I will help my partners to achieve their goals and objectives.

Commitment #3 - If I want to know something my partners know ... I'll ask them. If I have information they need to know about an issue, I'll communicate with my partners. I'll keep my mind open to opportunities, but if I have a stated opinion about a topic and change my mind, I'll be candid and let everyone know as soon as possible. I will do this all within the scope of open meetings and open government.

Commitment #4 - Before speaking or acting on a topic that involves the city, I will check my assumptions and determine what collateral effect my words or actions might have on my working relationship with my partners, the staff, and the future of the city.

Section B – Expectations of Partners

In return for my commitments to my partners, I expect my partners to reciprocate as follows:

Expectation #1 - If one of my partners has concerns involving me or my interests, I expect to be contacted as soon as reasonably possible about those concerns. Likewise, if a partner has concerns about another partner and their interests, they need to contact them directly, and as soon as possible. Don't allow concerns, rumors, innuendo or gossip to fester. Keep the channels of communication open. Resolve concerns as soon as possible. Move on. Don't let the poison of hard feelings, harsh words and misunderstanding infect our partnership.

Expectation #2 - Keep public comments focused on issues...not people. When discussing issues do not ascribe, impugn or assume any unconstructive motives to a partner's position on the issue.

Expectation #3 - If you are approached by the press, the public, or another partner requesting an unflattering comment or opinion about one of your partners, suggest they contact that person directly. Don't spread gossip...don't spread rumors...don't take cheap shots. Preserve your relationships with kindness and respect.

Expectation #4 - Keep me informed...don't let me be surprised. If you have information about something that affects me, let me know. I will reciprocate.

Expectation #5 - Don't passively accept being misquoted by the press or by individuals. If a comment that isn't accurate is attributed to you, you have the responsibility to actively correct it.

Expectation #6 – Keep our relationships positive. If you want to maintain trust within the group, don't make negative comments publicly or in situations where those comments might become public. If you have a “beef” with one of your partners it is your duty to quickly bring it to their attention and resolve it. Once resolved...move on.

Expectation #7 - We will frequently share our hopes and dreams for the city, and we will publicly celebrate success. We will look for opportunities to help each other achieve those dreams.

Expectation #8 - We will all respect each other's personal and physical space.

Section C – Expectations of Administration / Staff

Expectation of Staff #1 - A staff member should return telephone calls and contacts from the public and from elected officials as soon as possible, but under all

circumstances within 24 hours. Final solutions and follow-up to problems will depend upon the situation – and agreed upon delivery times.

Expectation of Staff #2 - Emergencies noted by elected officials need staff’s immediate attention.

Expectation of Staff #3 - Staff needs to meet agreed deadlines for deliverables.

Section D – Commitments to Administration / Staff

Commitment to Staff #1 - As an elected official I will deal with management level staff on constituent services, not line staff.

Commitment to Staff #2 - I will be clear on my expectations for delivery times and deliverables, and will work to reach reasonable agreements with management on what gets done and when.

Commitment to Staff #3 - I will give issues the appropriate priority, and not over prioritize issues and needs. I recognize that the staff has other demands on their time besides mine, and some of those requests come from my partners...other elected officials. I also recognize that there are few true emergencies.

Commitment to Staff #4 - I will treat the staff as professionals and with respect. I will follow the “Golden Rule.”

Policy Team

Administration / Management Team

<Signatures>

<Signatures>

APPENDIX B

The Expectations Model...

- Research / Understand
- Analyze / Clarify
- Negotiate
- Communicate
- Manage
- Celebrate

Research / Understand

- Determine what, in your opinion, is needed, desired and within the realm of reasonable.
- What are the “facts” and the “assumptions” on which the issue or project is based?
- Learn who, within the agency or institution, holds expectations about the project, topic or issue, and what those expectations are.
- Conduct interviews with those individuals to document the key points where issue or project expectations exist.
- Likewise, learn who in the target community holds expectations about the subject, determine their expectations.
- Initiate conversations with community leaders regarding their issue expectations.
- Create a list of issues and expectations that are generated during these conversations
- From the raw data, create a matrix with the key issue points along the Y axis, and stakeholder / community / institutional interests identified along the X axis.
- The intersecting cells identify the specific expectations for each issue.

Analyze / Clarify

- From this matrix determine where expectations gaps exist, the level of urgency and importance placed each expectation, and the relative size of the gap.
- Expectation gaps might exist regarding finance, physical location or presence, objective project performance, subjective or quality of project performance, interpersonal or professional activities, or timing.

- Confirm your understanding of the expectations and any gaps that exist with both institutional interests and community interests.
- Where expectations are congruent...state the exact nature of the agreement. Where expectations are incongruent...state where gaps exist and the relative size of the disparity.

Negotiate

- Where parties' expectations are congruent... declare success.
- Where expectations are still incongruent...use mediation techniques to bring interests into discussions about expectation gaps.
- Clarify the nature of each party's expectation and confirm that there are still gaps.
- Offer suggestions that might resolve the discrepancies.

Communicate

- Once all parties have agreed to common expectations, put those expectations into writing.
- Give each participant in the process a copy.
- Communicate expectations not only to those who are under pressure to meet those expectations, but also to those who watch, assess or benefit from performance.

Manage

- Admit any shortcomings and failings. Explain why the current expectations cannot be achieved.
- Clarify the new expectations being recommended.
- Renegotiate expectations with the stakeholder community leaders.
- Communicate the final agreements.

Celebrate

- Upon completion of a project or resolution of an issue, communicate with stakeholders the results of the effort and jointly celebrate success.

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**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
FEBRUARY 7, 2017, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, FEBRUARY 7, 2017, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** The meeting was called to order at 6:33 p.m. Mayor Nolan presided.

2. **Opening Ceremonies.**

2.1. **Pledge of Allegiance.** Done.

2.2. **Invocation.** Given by Councilmember Amy Timmons.

3. **Roll Call.** Town Council Members Jack Hamilton, John Hughes, Amy Timmons, Victoria Wendt; Vice Mayor Mark McBrady (arrived late at 6:37 p.m.); and Mayor Terry Nolan were present. Council Member Doug Treadway was absent.

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

Councilmember Wendt spoke on the Blue Hills and Foothills communities' certification as Firewise.

Councilmember McBrady arrived at 6:37 p.m.

4.1. Humboldt Water Company presentation. [As directed at the January 3rd meeting]

Stuart McLean, President/CEO of Humboldt Water was present to speak to Council on the Humboldt Water System and improvements to limit arsenic and other contaminants. Water is treated with reverse osmosis and an arsenic removal system. They are considering installing a bulk water system and are working with agencies to consider it. Reasons for consideration are more revenues and servicing more people to grow their business.

There was discussion on current water pricing, benefits of a second bulk water location in Town, maintenance of water lines being a big cost for water service, keeping bulk water service for residential rather than commercial.

Public comment was taken.

Jerry Brady spoke on the sand in the aquifer under the Town; historic mining production in the area and ground water contamination.

Mr. McLean explained they run tests on the water produced with no high levels of contaminants.

4.2. Acme Water Company Council presentations. [As directed at the January 3rd meeting]

Jim West, owner of Acme Water Company, was present to speak to Council on the Acme Water System. He gave an overview on the history of the company; working with the Town to boost pressure; new tank improvement; 19 parts/billion natural arsenic measurements and needing to lower to under 10 parts/billion; rate structure charges to customers; WIFA loans/grants for improvements and maintenance; Blue Hills water system is a good design but old; addition of a community event crier board to the location.

There was Council discussion regarding backup pumps; customer volume; and rates.

Public comment was taken.

Leigh Cluff spoke on the difficulty of tabulating the number of customers; unhappy with suggestion by a Councilmember to ACME to raise their rates.

There was further Council discussion regarding Acme's Facebook page; lighting; water test results; and the community bulletin board use.

Public Comment was taken.

Jerry Brady spoke of the National Geophysical Resources Center in Boulder, Colorado has posted legal notice of the use of NMRI (Nuclear Magnetic Resonance Imagery) as a method of identification for point sources groundwater contamination. Mr. Brady ran the NMRI values for this area. There is sporadic groundwater contamination from the mine dump, but the mine itself is worse. The shaft follows an arsenic vein. This could be controlled by putting in a blow-out valve on the 8" bore, which would make the water pure.

Ted Brooks spoke of not understanding how the posting of the Acme Water quality report could involve a legality. It is not a business ad, just states for public knowledge that the water is good and health and relates to the general care of the public and does not understand how it would violate legalities. Attorney Goodwin noted that she did not say it would violate any legality, it just needs to be done in a certain way and it can be worked out.

Leigh Cluff noted that Acme Water provides quality water and that if she wants to know about the quality she will go the website or contact the company. She feels the report on the billboard would be wasted space. CM Hughes agreed with Ms. Cluff that it is not necessary to post the quality report in the billboard and Acme Water has state standards to comply with.

Linda Horvath spoke in appreciation of the water and that it is top-notch quality.

Mayor Nolan thanked Mr. West for his presentation and the public for their comments.

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

5.1. Private Road Transition Policy Research Report. (Public Works Director, Ed Hanks and Town Manager, Yvonne Kimball to report)

Town Manager Kimball spoke on this subject having substantial information to report. Council gave direction to do further research on private to public road transition.

Public Works Director Ed Hanks took the floor on this issue. He met with the County on their Road Improvement Districts and Maintenance Districts. There are two types of districts. One is a road improvement district where the county requires the residents to join together, transfer everything over to the county and the county maintains it after it has been built to county standards, then the county monitors and inspects it and is paid for 100% by the residents who want it taken over by the county. The second district is a maintenance district, it is like an HOA, everyone puts in the same dollar amount to raise it up the agreed level, not necessarily county standards, because the county does not take it over, but does maintain it at the certain level once it is brought up to it. Both are funded by the residents. The first is similar to Dewey-Humboldt, wherein residents bring the roads up to the standard and transition the road over to a Town right-of-way.

Mayor Nolan inquired, if the residents maintained the roads, could they block the road off at any time? Director Hanks explained there would be ingress/egress easements preventing this. Mayor Nolan asked about the Town's current private roads. Director Hanks noted that some are private easements, some are ingress/egress or utility easements, this varies property to property, depending on how they are listed.

VM McBrady inquired about the maintenance part, if it was the county or a private company. Director Hanks clarified that in maintenance districts, each resident pays into it and it is an ongoing entity with a three-member board and the homeowners in that district continue the maintenance. The district can establish what road standard that they agree upon. It is the members' prerogative. If they go to the improvement district where the county eventually takes over, the county sets the standard which is their paved road standard as far as width, drainage, and three inches of asphalt on top.

VM McBrady stated Improvement Districts are expensive and asked if the Town can reduce the requirements to meet standard? Mr. Hanks explained the Town can reduce the standard, but then the improvements to bring to a higher standard would be borne by the Town.

VM McBrady spoke on a courtesy grading the county did, even though it was not legal. He spoke on finding a way to get roads graded with chip sealing in the future with more tax base. Town Attorney Susan Goodwin explained the Town operates under different statutes than the county. Town does not have the authority to do a maintenance district but can establish the road improvement district.

CM Wendt spoke on her dirt road. Lowering the road standards would allow the Town to accumulate more Town-owned dirt roads (into maintenance plan) down the line with improvements to occur at a time in the future. People can't pay the price for these districts and are not interested in adopting property taxes.

CM Hamilton made a motion to waive the legal memo regarding this issue.

TA Goodwin spoke on the need to agendaize it to make that motion. She can still talk on this issue without waiving the privilege.

The motion was withdrawn by the maker.

Public comment was taken.

Jerry Brady stated he spoke to Steve Mauk on this years ago. Public funds can be used for emergency purposes. Could be used to address those subdivisions who didn't otherwise have emergency access, school busses and USPS. Need to upgrade to current standards. Insurance requires this. He spoke on the Town not reporting to receive HURF and federal funds. Major liability if roads are substandard and don't support emergency vehicles.

VM McBrady spoke on information received approximately 15 years ago that the county allowed maintenance of private roads even though it was not allowed by law. He suggested Council consider starting maintenance on a busy (private) road for a short time, for safety of community at large. Town could get a grader and dump truck.

TA Goodwin spoke on the expense for surveys and legal descriptions, required to be done to transfer. You could have a rural road standard that makes it safe. Could probably allow for conversion at the end of two years.

There was further Council discussion regarding a process if they were to attempt to choose a couple roads to experiment with on maintenance standards.

TA Goodwin stated the only real way to do it is identify an engineer to set priorities and safe road standards.

CM Hughes asked if all the private roads were transferred at once could the Town maintain them, on-going. Mr. Hanks responded "no". CM Hughes explained by setting a minimum standard for transitioning these private roads to public then the Town could take them on. Community has to do some effort on their part to get it to the minimum standard.

CM Wendt asked if they could have two standards, rural road (unpaved) and paved. Mr. Hanks responded, "yes, we do already".

CM Hamilton asked if once a road is taken over and becomes a Town road could it revert back. TA Goodwin stated with roadways you can, but only if not needed. It could be complicated.

Public comment was taken.

David Nystrom asked how to be fair deciding what roads. CYMPO did a transportation study that indicates which roads are connector roads (key roads). Some of these connectors are private roads. Prioritize the connectors with secondary roads, etc. after. Use this study in how to decide which roads.

Ted Brooks stated VM McBrady's idea is great and agrees with Mr. Nystrom on having a neutral decider. There is no proper advertising on how to sell this to the Town. Explain it to the public first and you wouldn't get criticism from the community.

CM Timmons asked about the radar signs and if there was a traffic counter. Director Hanks confirmed this and advised that the procurement of the signs was moved to 2017-18 budget discussions.

Linda Horvath spoke on her history in Blue Hill and the paving of Henderson Road. She did not hear about the paving until it happened. Let people know and if some people don't want it then don't do it in front of their property.

Jerry Brady spoke on the Capital Improvement Plan which provided that it would take 30 years to complete necessary upgrades. Mayor attended a meeting on Intermodal Transportation Plan. Council determined not to participate as too much trouble to put federal accountability standards into it. Mr. Brady advised of the legal standards.

Leigh Cluff spoke on changes in the area over 33 years and not having the council pick the roads.

CM Hamilton stated all private roads being taken over is an advantage, but they need a minimum standard, otherwise no one will do anything to work on it before transferring ownership to the Town. The Town can't afford to take on all private roads without bringing them up to a standard.

Public Comment was taken.

Ted Brooks stated requiring a standard is catering to those who can afford it not those who can't.

CM Timmons spoke on only trying this on a few roads to see what holds up for two years.

CM Wendt stated Council is in agreement to develop infrastructure on these roads. They need to come up with a minimum standard – recommended a Rural road standard.

Nancy Wright stated many roads are not a good standard yet. The roads have not been maintained well and are deteriorating. Many of the Town-owned roads are not up to the standards.

VM McBrady stated the wrong material was put on years ago and the need to work with the engineer to determine the right base material.

Public Comment was taken.

Nancy Wright stated the County didn't maintain all the roads, just certain ones.

Mr. Hanks spoke on the history of Ms. Wright's road and explained the engineer used materials that weren't good for this area.

Mayor Nolan spoke on bringing this item back, at a later date. He recommended the Council review the road assessment plan that state did for the Town.

5.2. Update of status of the Referendum election to be held on March 17, 2017. (Town Clerk/ Election Officer Judy Morgan and Town Attorney, Susan Goodwin to report)

Town Clerk (TC) Judy Morgan gave an overview on the recent discovery regarding the election materials (transposed address of building error on resolution; election materials built off this document).

Town Attorney (TA) Susan Goodwin spoke with more detail explaining she doesn't think the problem will impact the outcome of the election and the election can go forward. A correction card could be mailed out along with notification published in the newspaper and placed in ballot envelopes. TA Goodwin disagrees with Yavapai County's Attorney's analysis who is recommending not moving forward with the election.

VM McBrady recommended cancelling the election and asked how the notice was sent out.

Public comment was taken.

David Nystrom spoke on not getting notification about the publicity arguments submittal deadline for reasons related to the transposed address. He felt that as a result of the transposed address and an incorrect election date, the public missed opportunities to take legal action that they were entitled to.

TC Morgan explained the process that was followed defined by state statute, that it be posted on the Town website, which it was in a timely manner, and the Town Clerk did receive three arguments for the publicity pamphlet. The statute process was followed. After the Council approved the date of March 14, 2017, for the election, TC Morgan had to figure the "actual cost" of posting an argument on the pamphlet, which was determined to be \$100. That information was posted to the website as soon as it was determined.

Public Comment was taken.

David Nystrom noted that information was correct, however, it reflected the wrong address. If you googled the street address it came up at a Mayer, AZ, location, not Humboldt. The call for comments was not the correct property.

CM Timmons agreed with VM McBrady that the election should be cancelled as she felt the publicity pamphlet was incorrect. TA Goodwin reminded Council that a referendum was filed and the Town is obligated to call an election. CM Timmons reiterated there being an error and not moving forward with the election. TA Goodwin spoke of the option to postpone the election to May. It can't be done at this meeting, but would need to be acted on quickly. CM Timmons asked for clarification on the resolution language. TA Goodwin read the resolution language "for municipal purposes".

Mayor Nolan explained to CM Timmons that anyone can write what they want pro or con for the publicity pamphlet.

CM Timmons then inquired how the error occurred, who is responsible, how much is this going to cost for the error and to send out extra paperwork? TA Goodwin explained that she prepared the agenda which had the correct address and she prepared the draft resolution that had two numbers transposed. CM Timmons inquired what the cost was to date. TC Morgan gave an estimate of \$3,500.00 for the publicity pamphlet and notice of election. The County will bill later for what expenses they have incurred in the election process. CM Timmons asked what the entire bill with the County would be. TC Morgan said that she is unable to provide this figure at this time.

VM McBrady spoke in support of cancelling the election.

TA Goodwin explained that the petition had the resolution and the purchase contract attached. The purchase contract had the correct address and the resolution had the two numbers transposed.

VM McBrady spoke of putting a vote to the Council as to whether they want to go forward, delay it or call it off. TA Goodwin explained there is not an option to call it off, a referendum was filed and has to be dealt with. The issue of whether to postpone it so that you can get additional information into a publicity pamphlet is a different issue. VM McBrady said that at a minimum he'd like to see that done.

Public Comment was taken.

Lori Crofutt inquired how the publicity pamphlet was distributed. TC Morgan explained that each household with a registered voter received a pamphlet. Ms. Crofutt spoke she received her pamphlet, but her 85-year-old mother did not, and she does not utilize the internet, therefore how many other people did not get theirs.

TA Goodwin reminded Town Council that this matter was not on the agenda for action. If Council wanted to postpone, they would need to schedule a special meeting.

Public Comment was taken

Leigh Cluff asked if the Town has a lot of money? She understands that the purchase agreement for the building expired in December. Why is the Town wasting money for something that is already gone, stop it now. She stated this Attorney says it can't be stopped, but you have another Attorney who says it can be stopped. Mayor Nolan explained that you can't stop it, the referendum would just need to be refiled. Ms. Cluff said that she came in to see if she could stop the referendum the day after it was filed, because she thought it was ridiculous that \$12,000 was being wasted on something that was already over with in December and now they are voting in March on something that can't happen anyways. She expressed her frustration. TA Goodwin spoke of speaking with the realtor yesterday. The property is still on the market, the contract has expired, but if the resolution is upheld and the property is still available it could be purchased under the same terms and conditions.

CM Hamilton spoke that there is misconception of what is put on the referendum petition. The pamphlet is an opinion of either side, doesn't have to be based on fact, it's just opinion. The ballot is very impartial, doesn't say anything one way or the other, very neutral. The arguments are opinion only. The people who care about this went and found out when these things had to be done. They paid attention and they filed. Some people didn't pay

attention, there are consequences, it was posted according to law. You have to pay attention to things. He expressed doubt that timelines could be met for a May election and felt that the vote should go forward.

CM Wendt spoke of the former Council discussing the purchase of the museum over the last two years, however a referendum wasn't pulled until after the vote was taken to purchase that museum, and then the referendum was pulled for the wrong thing, should have been for usage, what are we going to use it for. Because of those delays and not being taken care of in a regular order, the election should be delayed. Delay it till May.

TC Morgan explained that there is a referendum process, very specific, laid out by the state. A referendum cannot be pulled until an action is taken by Council. Until the resolution was approved and signed a referendum could not be pulled. They could not go out for signatures. The referendum process was followed. There is excessive law wrapped around this subject and it is mandatory that the Town follow those guidelines and rules. The timeline from the date the resolution is signed there is about six months of timelines that have to be followed step by step. It was filed in a timely manner. The only hang up is that the transposed address error was not noticed until yesterday.

CM Wendt questioned that in all the meetings and executive sessions over the last couple years, the former Council couldn't have said let's take it to the public? TA Goodwin answered that the Council does not have the authority to put it on a ballot. You can adopt something and have somebody make a referendum, but Council can't take it to the voters. CM Wendt spoke of why it didn't happen that way. TA Goodwin explained that it did happen. CM Wendt spoke of how late that occurred.

CM Timmons commented that she does not understand why Council Members who voted to purchase the property are now in the negative, why didn't they just vote to not purchase the property.

TA Goodwin reminded Council of the purpose of this agenda item.

CM Timmons said that she did not get a publicity pamphlet. TC Morgan explained that they are still in the process of being mailed, it is posted on the website, and copies are available in the front lobby and it was posted as soon as it was done.

Public Comment was taken.

Ted Brooks believes that by law the Town is required to have the election, however, if there is any error in the referendum, even the people that put the referendum out there would want that corrected, the only option is to delay this and do it in a correct manner. Doesn't think the vote can be cancelled, but feels that the elected body needs to present this in an honest manner to the citizens, not in a way that feels as if it is an underhanded, slimy manner.

TA Goodwin asked about the publicity pamphlet timelines and if there is enough time to hold an election in May. TC Morgan explained that arguments have to be collected no less than 90 days prior to the election, May would not be possible. The next election date available after May would be August.

VM McBrady spoke to the importance of this issue. The museum is important to most people in this Town. In order to be fair to the people, he recommended delaying the election to August. TA Goodwin will refer to the statute and see if it is possible to extend that long. She will check to see the guideline for when the election has to be called. She

reminded that anyone can go out and campaign, the publicity pamphlet is not the only avenue.

Public Comment was taken.

Leigh Cluff spoke of not meaning any disrespect to the Town Attorney but she has heard the Attorney say several times, "I think", "I believe", that it is too late to cancel. Ms. Cluff wanted the facts of whether it could be cancelled or not. TA Goodwin advised that the election could not be cancelled and she thought she had said that.

Ted Brooks spoke of TC Morgan having gone back and checked with the County and she said that this could be extended out to the next General Election of 2018. Past minutes of meetings or work sessions would reflect this.

Jerry Brady spoke on Bob Greene regarding the electoral procedures and the required postings in regard to the ballot and that he felt that these requirements were not met. Feels that there are orders of publication that are not being signed off. Mayor Nolan spoke of his support of the actions of the Town Clerk as being accurate and that all posting requirements were met.

Nancy Wright spoke of voting for the purchase of the museum building as she wanted it to be used for Town Office use, not just municipal; have the referendum to see what the people want to settle it once and for all. Ms. Wright spoke of the Town Clerk having advised all Council Members of the process of this referendum and that if VM McBrady does not review the information provided that is not the Town Clerk's fault. Everyone had their chance. Let this go forward, find out once and for all, what the people wants. CM Timmons made a statement, inquiring of Ms. Wright, that if her timeline was right that certain Councilmembers decided ahead of time to vote for the purchase of the museum and then do a referendum. Ms. Wright replied that CM Hamilton had said he was going to do a referendum and she thought this was a good idea, as the citizen survey was unclear because of the way the question was worded. Ms. Wright explained that she is fine with it passing or not passing, just find out what all the voters want. CM Timmons said she wanted to make it clear that Ms. Wright had decided to vote yes with the intention of making a referendum. Ms. Wright confirmed this.

Public Comment was taken.

Linda Horvath spoke in support of the election, but questioned why wasn't the information in the Town's Newsletter, and recommended putting this information in the Newsletter. CM Hamilton explained that the Newsletter cannot be used for political reasons, only for Town/community news, if you want politics listen to the Council meetings. Come to Council members and talk to them at meetings. Ms. Horvath said to put in the Newsletter that there is a pro and con going on and tell them to attend the meeting. Can't that be in the public paper? CM Hamilton explained this item has been on the agenda for two years, just as CM Wendt stated. It's been out there a long time, it is nothing new, and everyone has had a chance to speak, both pro and con. Ms. Horvath doesn't like going online, she wants to read it in black and white. She will make the meeting if she sees that it is important. That is why she ran for another office with the Town.

CM Timmons does not feel that the Newsletter has to be one way or the other, it just needs to be the facts, they are not opinions and they should be in the newspaper. TC Morgan pointed out that the January Newsletter had the election facts and information. There are timelines that sometimes can't be met due to publication deadlines. CM Timmons inquired

if December was too late to print, why was it decided to do it in the March election, why not a later date so all these things could be ascertained. TC Morgan explained that it was a Council decision. That was the soonest it could be done. It was a tight deadline with December being a holiday month there was an early deadline. This was what Council chose.

TA Goodwin advised that the Council could not take action tonight. The thing to be done is to give direction to Staff whether to keep the election on March 14th or postpone it till August. The advantage of March 14th is that it is already scheduled and curative language can be sent out explaining the transposition of numbers and the election would go forward, the advantage of going to August is that this could all be corrected, the disadvantage is that the property could be sold between now and then, if you decide on the latter, there would need to be a special meeting because the Council has to take formal action on that before the ballots go out.

CM Hamilton explained that the referendum election was called for March by the previous Council to expedite this, as the people deserved an answer.

VM McBrady asked that everyone go to pages 22 and 23 of minutes, where it was noted that he wanted to move this to August, other Council members were pushing to get it done as quickly as possible and those people are no longer on the Council. He suggested that people and the Town Attorney look at that meeting online. VM McBrady recommended scheduling a special meeting with the Town Attorney in attendance.

CM Timmons inquired if they could go into a special meeting after the current meeting.

TA Goodwin spoke of the meeting needing to be posted 24 hours in advance.

There was extensive Council discussion on possible dates and times for the special meeting.

Public Comment was taken.

Leigh Cluff spoke of being confused why CM Hamilton felt there should be public input if the Council simply has to make the decision.

CM Hamilton explained that the public have the right to attend the meeting where the action is going to be taken.

There was an interjection from the audience. Mayor Nolan reminded the speaker that, in order to be recognized, the public needs to be called on to approach the podium.

CM Hughes clarified that the special meeting is to set the date for the election. Mayor Nolan confirmed this. CM Hughes began to make a motion and was reminded by Mayor Nolan that this agenda item did not allow for action. CM Hughes recommended that the meeting be on Thursday after the Planning & Zoning meeting to accommodate attendees and staff.

VM McBrady began to make a motion. Mayor Nolan informed him that he could not make a motion. VM McBrady's recommendation was for a Friday meeting, 2/10/17, at 7:30 p.m.

The Council agreed upon a special meeting on Friday, 2/10/17, at 7:30 p.m. TA Goodwin confirmed she could be in attendance.

CM Hughes asked why it would be necessary to have the Town Attorney in attendance if they were only naming a date for the election. VM McBrady preferred the Attorney be present. CM Hamilton asked if the Town Attorney could be available by phone for the

Town Council Regular Meeting Minutes, February 7, 2017 meeting, rather than have her drive up from Phoenix. TA Goodwin confirmed she could be available for the entire meeting by phone.

Public Comment was taken

Jerry Brady spoke that more often than not he agrees with Mayor Nolan and quite often takes issue with CM Hamilton, but in this case he felt that CM Hamilton is more correct than Mayor Nolan. He would like to point out it was not the responsibility of the Town Clerk, rather the Town Council to file notice of incorporation for legal identity. Mayor Nolan interjected that this was off topic. Mr. Brady denied this and continued. Mayor Nolan responded to Mr. Brady that the Town is legally incorporated under the State of Arizona. TA Goodwin interjected that this topic was not on the agenda.

Mayor Nolan clarified that the special meeting would be held on Friday, 2/10/17, at 7:30 p.m.

Public Comment was taken

Linda Horvath inquired if the special meeting would be open to the public. This was confirmed.

5.3. Update on the Purchase Agreement for the museum property located at 12925 E. Main St., Dewey-Humboldt. (Town Attorney, Susan Goodwin to report)

No further discussion.

6. Consent Agenda.

6.1. Minutes. Minutes from the November 1, 2016 Regular Council Meeting and Board of Adjustment Hearing and January 3, 2017 Regular Council Meeting.

Mayor Nolan made a motion to confirm the minutes from the November 1, 2016 Regular Council Meeting and Board of Adjustment Hearing and the January 3, 2017 Regular Council Meeting, CM Hughes seconded the motion, the motion passed unanimously.

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

Jerry Brady attended the Planning & Zoning meeting at the City of Prescott earlier this afternoon. Prescott is avoiding bankruptcy as a result of not complying with federal fiduciary laws of the police. He spoke again of an Intermodal planning meeting where Mayor Nolan attended without the Council's support. The Town of Dewey-Humboldt is not participating in the Intermodal Plan and, therefore, can't receive funds. He also spoke of water rights issues.

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

8.1. Council Advisability and introduction of a proposed Nuisance Abatement Ordinance. (As directed at the January 10, 2017 Study Session; Attorney Susan Goodwin to present)

TM Kimball gave an overview that this was at the request of the Council at the 1/10/17 meeting wherein Council asked to have this brought back.

TA Goodwin noted several presentations that have been given on code enforcement. This is a tool to deal with issues that the Town has, such as blight and unsafe areas. The definition is very narrow, i.e. dilapidated buildings, blighted conditions and accumulations of rubbish, trash, weeds, and filth and debris. These are the types of things that create health and safety conditions. The process is straightforward, the Code Enforcement

Officer does an inspection, if there is a public nuisance in existence he gives a notice and opportunity to cure, the notice has to say exactly what the problem is, 30 days to fix it, give an estimate of the cost, when there will be a re-inspection and what the appeal rights are. If the property is not cured or cleaned up, the Town may do so and charge the cost against the property as a lien. That is what the ordinance does. A person can file an appeal. This is typical, although Dewey-Humboldt does not have such an ordinance, it would be a tool for blighted issues and could be used.

Mayor Nolan spoke in appreciation that TA Goodwin did as they asked her to. He noted that the Council could take action tonight.

TM Kimball said the intent was to reintroduce it to the Council and it could be placed on another meeting agenda.

CM Wendt was not in support of the proposed ordinance feeling it was extreme and she questioned who directed the Town Attorney to work on this. Mayor Nolan advised that it was the Town Council. CM Wendt disagreed with this based on her attendance at the meetings. You don't need to fix what isn't broke. She spoke of the proposed ordinance of being overreaching.

Community Planner (CP) Brown explained that, to say what they are attempting to address is brush overgrowth and brush issues for which Firewise was intended, and is currently having success, is not accurate. What is accurate is that at the end of the code enforcement process, that attempts to reach voluntary compliance, some of those cases represent a blight and health & safety issues. It would only be in those cases where this would apply, when they have had no success in voluntary compliance clearing up unhealthy and dangerous situations. The current process only allows for a financial judgment and it is hard to collect on these and the problem still remains unsolved. This is the tool that would address these unique issues.

CM Wendt cited that there is a health and safety ordinance that could be utilized, if you would do it. How many violations are there to date of this nature? CP Brown responded probably three and there is no way of collecting and the problem sits out and festers and there is no way to correct this short of adopting an ordinance like this. The violation by the park was noted as outstanding.

CM Wendt mentioned condemnation. CP Brown noted the Council did not want to follow condemnation. CM Wendt noted this was a different Council.

CM Hamilton spoke of the Council wanting this and needing this ordinance, noting that it would be quicker. The ordinance is restrictive, but an abatement ordinance is needed.

CM Timmons said this is too overreaching for this Town and is not what is needed for this Town.

CM Wendt again stated this ordinance was too overreaching, too tough, and she will not stand by and watch people jailed and their property taken from them because they failed to take down a building.

TA Goodwin noted that there is no penalty clause in the draft ordinance.

CM Wendt read some language from page 43 in the fourth paragraph of the draft ordinance.

TM Kimball noted that the current Town code without this abatement ordinance already provides authority for fine and even jail time.

CP Brown noted that everyone would like to avoid jailing people but at the end of this process without the abatement ordinance, it is all the Town has.

CM Wendt acknowledged that they need tools, but you have to use the tools available, and she pointed out she provided a prime example of a perfect health problem which she discussed with the Community Planner, and she has seen no response. CP Brown clarified that he has yet to receive a complaint on the situation CM Wendt was referring to. CM Wendt said he shouldn't have to receive a complaint on a health and safety issue. CP Brown and TM Kimball clarified that the system is complaint-driven and Staff cannot initiated the process without a complaint.

CM Timmons has read, "complaint-driven or if the Town Staff deems it a nuisance or a problem", (which she disagrees with). She read that even a Town Official can deem it a problem, so we need to address that as those are two different stories.

TA Goodwin pointed out the nuisance definition is defined and this is not what CP Brown believes to be a nuisance. The current tools are to file a complaint in Municipal Court in which case the remedies are jail and a fine, but not to clean it up necessarily, another tool is under state statute where you can go to Superior Court which will cost you more money, which is why this is actually the better alternative to get the job done.

CM Wendt disagrees that a Code Enforcement Officer can come on property for a "reasonable belief". TA Goodwin asked about the term "probable cause". CM Wendt countered with "imminent danger".

Public Comment was taken.

Ted Brooks spoke that the last thing this Town needs is any more codes. In the last election the public spoke over this very topic. This is what they are angry about and this is what they are fed up with. We don't need any more codes, the code system we have is broken and needs to be fixed before any complaint is followed up on. The way it is written allows people to harass and torment the citizens of the Town, threatening their very existence. The public spoke out on this with three new Councilmen to support that fact. The Town has said they will not stand for it, we don't want any more codes, the codes we have need to be corrected with fair and reasonable solutions. We don't need law enforcement involved, don't need monetary penalties, or people asking to come on your property to inspect it, it is your property. The people of this Town have clearly stated this is what we want by electing new Council Members. If the citizens feel they are being heard they will show up. You need to hear what the community has to say.

CM Hamilton noted that this issue was put off and put on this Council, which is why there was no action taken. The code now means if enforced they could go to court, the draft is a tool to correct the hazard without having to be onerous. It's trying to make working with the citizens the better path. That is the purpose of this, to give the Town more options, to correct the problem without going to Court. But if Council doesn't want it, they will use the other aspect.

CM Timmons made a motion to approve to extend the meeting no later than 11:00 p.m., seconded by CM Wendt, Mayor Nolan called a yeah or nay vote which was unclear. He then asked for a roll call vote which failed due to a tie vote with Mayor Nolan, CM Hamilton and VM McBrady voting against.

Mayor Nolan made a motion to approve to extend the meeting to 10:30 p.m., CM Hamilton seconded and the motion passed unanimously.

CM Wendt spoke that to some people “tools” means more ordinances or laws, but she feels the proposed ordinance is too strict and restrictive, citing again “to not fix what ain’t broke”.

Public Comment was taken.

Leigh Cluff spoke of the poster in the women’s restroom that she thinks should be read by everyone that talks about being neighbors and helping each other. If there is somebody that’s really bad off, go and ask what can be done to help the person with a violation.

CM Timmons spoke of inflicting more issues on the Town, having less government, have a mediator, instead of following linear rules.

Mayor Nolan acknowledged that the Community Planner does attempt to mediate through letters and the current process.

CP Brown does not accept the implication that the Town does not attempt to achieve compliance over the course of many months and in the end there is a Hearing Officer that hears the case and makes the judgment.

CM Timmons said the draft before her puts almost all of Dewey-Humboldt in violation.

CM Hamilton noted that many times you can’t even make contact with some of the property owners in violation, this allows you to go onto the property to correct the problem.

Public Comment was taken.

Ted Brooks recommended revisiting the complaint process in general, stating there are flaws in the current code.

Jerry Brady spoke on asking a question of the AZ Attorney General regarding their rights, duties and privileges. He noted that if there was a penalty, then the Code Enforcement Officer would have to be uniformed and a commissioned law enforcement officer. He shared how appeals are addressed in this state.

Leigh Cluff asked how many of the three complaints the Community Planner hasn’t heard from. CP Brown answered that there has been no response from the three, with one being deceased. Ms. Cluff asked why they couldn’t go clean up the property. CP Brown explained that would be trespassing. Ms. Cluff shared a story about a good deed that she performed for an individual on her paper route, and advised that sometimes you have to step up and help.

CP Brown shared that the Planning and Zoning Commission has it on their list to work on forming a community group to help in these types of situations.

Mayor Nolan advised that this needs to come back to a Study Session. TM Kimball requested a collective direction from Council.

CM Hamilton made a motion to bring the proposed Nuisance Abatement Ordinance back to a study session, there was no second to the motion. The motion failed for lack of a second.

8.2. Discussion on the aspects of forming and financing a Road Improvement District as it relates to the transition of private roads to public ownership for maintenance

purposes. (Following previous discussions regarding requests for the Town to maintain private roads; Attorney Susan Goodwin to present)

TA Goodwin informed the Council that as she pointed out earlier, the County statutes for County Improvement Districts are different from what a general law Town can do. You can have an improvement district to construct a road, but there's no authority to have an improvement district to maintain it.

Public Comment was taken.

Jerry Brady spoke of complying with state codes if bringing roads in to the Town. The Town has an Attorney General opinion.

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

9.1. Request for permission to talk with Food Store Management to develop a shopping center along Highway 69. [CARRF requested by Mayor Nolan]

Mayor Nolan began to give an overview of his CAARF. CM Wendt interjected inquiring why the elected Mayor, elected by a majority of the voting population, has to ask for permission to speak on behalf of the Town.

CM Hamilton does not have a problem with the Mayor trying to bring business into Town, as long as it is located in Dewey-Humboldt and not just along the highway.

CM Wendt again inquired what was passed by the former Council that limited the Mayor's authority.

VM McBrady made a motion to approve permission for the Mayor to talk with Food Store Management about development of a shopping center along Highway 69, seconded by CM Hughes, the motion was passed unanimously.

9.2. Request for permission to talk with State Park Dept. about turning Smelter area into State Park. [CARRF requested by Mayor Nolan]

Mayor Nolan gave an overview of his CAARF.

CM Hamilton said he had no problem with a State Park, but the smelter site is private land and does not think the Town has the resources to sell private land. Usually land is donated by the Town, when they are the owner. Mayor Nolan said he spoke to the owner and they are interested in donating the land around the smelter.

VM McBrady made a motion to approve to allow the Mayor to talk with the State Park Department about turning the smelter area into a State Park, seconded by CM Timmons. The motion was approved unanimously.

Public Comment was taken.

Linda Horvath asked about talking with other businesses regarding development, as well.

CM Hughes spoke on the stability of a lot for a grocery store is greater, than a strip mall. Most use grocery stores as a business hub.

Public Comment was taken.

Jerry Brady spoke of considering criminal cause for Council prosecution. There is probable cause. He spoke on a situation at another location where stolen items were on a property but were identified by binoculars.

CM Hamilton commented that Public Comment should only be received if it pertains to that specific agenda item.

Linda Horvath thanked the Council, Staff and Town Attorney for the time invested in this four hour meeting.

10. Public Hearing Agenda.

None

11. Adjourn.

Public Comment was taken.

Linda Horvath thanked the Council, Staff and Town Attorney for the time invested in this four hour meeting.

Mayor Nolan adjourned the meeting at 10:27 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
RETREAT SESSION MINUTES
MARCH 14, 2017, 9:00 A.M.**

A RETREAT SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MARCH 14, 2017, AT CHERRY CREEK RANCH, LOCATED AT 938 S. FOOTHILL DRIVE, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED; LANCE DECKER FACILITATED.

1. **Call To Order.** Mayor Nolan called the retreat meeting to order at 9:03 a.m.
2. **Roll Call.** Town Council Members Jack Hamilton, John Hughes, Amy Timmons, Doug Treadway, Victoria Wendt; Vice Mayor Mark McBrady; and Mayor Terry Nolan were present.
3. **Council Retreat.** No Legal action taken. Facilitated by LL Decker & Associates, Inc.

Mayor Nolan introduced the retreat's facilitator, Lance Decker. Mr. Decker gave the guidelines (administravia) to ensure an effective meeting. Only agenda items would be discussed during this session and no legal action would be taken.

3.1 Teambuilding

3.1.1 The Foundation: Core Leadership Practices

The Workshop Objectives were identified as:

- Managing Difficult Communications
- Clarify Expectations in Order to Communicate Effectively
- To Help Town Council Improve its Communications (Education & Training)
- Develop Ways to Effectively Discuss and Decide Controversy
- The Meeting Agenda Overview:
- HDRQ Communications Profile
- Teamwork
- Action Plan
- Wrap-up

3.1.2 Generating Effective Communication (based on completion of a Communication survey, to be completed by each participant, prior to the session)

Understanding your communications style

The Council had previously completed communication profile surveys. There was general discussion regarding the results of the survey. Mr. Decker asked each participant how they felt about their results.

TM Kimball felt she answered the survey questions according to how she perceived her interactions in her employment and that her answers would differ if they applied to family. She was surprised at her results in the "Direct" area of the survey; CM Treadway felt the results were accurate; CM Timmons interpreted her results as accurate to a degree but felt she is more direct than her actual score revealed; CM Hughes agreed with the overall results, but felt that at times two answers applied or the answers did not apply at all; his results revealed "systematic"; CM Wendt thought they were spot on and was surprised that she didn't score as highly under direct or spirited as she did in the "Considerate" category; Mayor Nolan described his results as direct. VM McBrady and CM Hughes did not complete their surveys in advance of the meeting. Mr. Decker had them scored during the discussion.

Mr. Decker said that he took the survey, for the first time himself, explaining that if you were careful to apply the terms as defined in the test; you find that it is more accurate than

expected. Mr. Decker explained the survey in detail with the four communication-style categories being Direct; Spirited; Systematic and Considerate with sub-categories of High Assertiveness (tells); Low Assertiveness (asks); High Expressiveness (displays) and Low Expressiveness (controls). These are judged by verbal; Para verbal; body language and personal space.

Council Member profile results were displayed on a magnetic board and analyzed by the participants.

Mr. Decker polled the Council Members throughout the conversation with the following questions:

What are the positive aspects of your communication style?

CM Hughes – Looks at both sides of a situation and try to come to a happy medium, doesn't second guess, evaluates both sides, can redirect after hearing both sides; CM Timmons – was not sure of the accuracy of her survey as she second guesses herself, but should trust her gut. She has benefitted by doing well in business, being well received, her style works in business. As far as Council, there has not been enough interaction yet, but she has been passionate over some items already; CM Treadway - he is a good listener; easy going, appreciates other's thoughts, has much empathy, feels he is a good team builder and works towards common goals with Council; CM Hamilton – has core values, bases decisions on those values, he is data-based, expressive, voices his opinion and states why, respects others opinions, speaks early on topics; CM Wendt – likes open communication, but will speak up when she is in disagreement, appreciates openness; VM McBrady – his style works for him, looks at overall picture and considers effect and long-term impact, people want to hear from him because they know he has given thought to issues; TM Kimball – must be doing something right based on her longevity, Council is accepting of her, works hard to fit in related to her culture, making Council successful is her job, thinks systematically, is considerate and helpful; Mayor Nolan – Listens to everybody before making decisions, holds back on comment in Council discussions till the end although he believes Council looks to him to speak first, for most part sits back and listens to pros and cons.

Aspects of your dominant style that may be potential trouble spots?

Mayor Nolan – former Council wanted to contradict what he said, current Council for the most part are very good listeners, the majority rules, he may sometimes go with Council if it is what they decide but will remind them later that is what they wanted; CM Treadway - may be too easy-going, goes with the flow rather than rock the boat, sometimes procrastinates, possibly due to no clear direction; CM Hamilton - sometimes when assertive he gets other people's backs up, knows from the past that you know how people are going to vote on issues, he likes to summarize; CM Wendt – was raised with an advocate in the household resulting in her wanting to get on her "soapbox" to share her viewpoints; CM Hughes – spoke of the current Council having the best communication in quite some time and working to bring the community together; CM Treadway – there was a former ill feeling in the community from the bickering; CM Timmons – comes from large family, had to learn to get along, the community is important to her and her passion is sometimes mistaken for anger; CM Hamilton spoke to all the Council Members wanting to do the best for the community, with that meaning different thing to each member; Mayor Nolan spoke of this being the best Council this community has had since the Town started.

Mr. Decker advised the Council that when the public sees Town Council misbehaving it is a call for a free-for-all and warned Council against disrespecting other Council Member during public meetings.

What specific communication challenges do you face in your everyday interactions?

Mayor Nolan – roads, having no improvement over the years; CM Timmons – encourages the public to attend Town meetings and referenced the horrible previous Town Council image as a challenge; CM Wendt – agrees with CM Timmons that people were not coming to Town meetings, but this has changed and she is recommending volunteerism; CM Hamilton – this is a bedroom community that wants to be a town, how do you achieve growth and maintain.

The discussion moved away from communication challenges with CM Hamilton sharing his opinion that if the public were to vote at this time on incorporation, he doubts it would pass. D-H is selling a lifestyle, if there were no incorporation, Prescott Valley would have taken over the area and the aquifer.

Mayor Nolan disagreed with CM Hamilton speaking of Prescott Valley previously having had an opportunity to buy the mine and take over the water. D-H needs to develop a water company for the town.

CM Hamilton spoke of the aquifer doing well, Blue Hills or Foothills is working on fractures and the deeper you go is a problem. People that were getting water previously are not getting any now.

CM Treadway spoke of a good standing for water except in the Blue Hills area.

CM Timmons said that you could sell the Town by saying that, if we incorporate, you have to promise the "rural lifestyle".

CM Hamilton said that the problem is that people did not think of the consequences to incorporating, only were concerned with stopping Prescott Valley. PV took the prime commercial area and a water tank. PV would have never taken in Foothills and Blue Hills, as it was too expensive. The Town is now stuck with no infrastructure. People want to stay rural, but there are no improvements.

CM Wendt referred to the Town having two superfund sites, no tax base and water issues. People thought all would be well if the Town incorporated

CM Timmons spoke that as a Town, water is most important, along with the roads.

VM McBrady spoke of information for the Town's Newsletter having been restricted by the previous Council. They had control and looked over it. If the newspaper calls, the Council has oversight of what the Mayor says. People in the community are putting out their private news as a result. VM McBrady does not know who it is, but believes this private newsletter may have had impact on the last election.

Public Comment - Mr. Decker introduced Eric Deniston, a guest from Mayer. Mr. Deniston is considering relocation to the area. Mr. Deniston shared that he conducts employee trainings, as well, and that it appeared to him that the Council was working together.

How might the TC members use this morning's information to improve communications and understanding while on the dais?

Mayor Nolan - in the past, Council members communicated, although not with the Mayor, he was treated like poison. He is hopeful that communication amongst the Council will

improve, moving forward; CM Treadway - from his personal standpoint, has learned other members' personalities and how they will react to situations, considers this like a truth serum gathering; CM Wendt - spoke of learning how to communicate with other members as a result of the profile discussion and that she and CM Hughes may be at opposite ends of the dais during meetings, but can communicate through eye contact during meetings; CM Timmons - was surprised at CM Hughes profile results; CM Hughes - indicated that he was thrown by the answers that were allowed in the survey and they may not have reflected his actual choices.

A member of the public, Ulys Brooks, arrived to the retreat at 10:50 a.m.

Mr. Decker shared with the Council Members that one of the most diminishing things to do is to "roll your eyes", when the public is sharing.

CM Wendt believes the public should have as much opportunity to speak as they wish and for longer lengths of time in meetings. The Council needs to be more transparent, especially, the Town Newsletter.

Mr. Decker spoke of working for the City Manager of Phoenix. One of the Mayors had a brilliant idea, but department heads rolled their eyes. The Mayor would sit in Council Chambers and allow any public member to speak five minutes or so, these were not official meetings. It was the Mayor's opportunity to hear their concerns.

Members of the public, James and Melinda Keenan, arrived to the session at 11:00 a.m.

Members of the public, Linda Horvath and Leigh Cliff, arrived to the session at 11:15 a.m.

CM Hamilton spoke on the Town Manager's monthly Coffee Hour for the public. The Council has to worry about Open Meeting Law requirements if speaking with the public. He stated regular council meetings are more for Council to take action. The public does not have the have right to speak on every topic, they are not elected officials.

CM Wendt expressed disagreement and wants feedback from community to make the best decision possible.

CM Timmons referred to Dumpster Days, recommending that Town Council Members could volunteer at it to have community contact at this event.

CM Wendt supports the Community bulletin boxes and encourages events such as root beer float socials, picnics. The Newsletter and Council Meetings are the only current communications she knows of.

CM Timmons spoke of the Newsletter having restrictions over the past few years, and that needs to be opened up so people can sell things or include an editor's column.

TM Kimball spoke of communication avenues such as the Newsletter, website, coffee hour with the Town Manager the second Monday of each month, a Facebook page that is being worked on and the Community Events Boards.

TM Kimball spoke of state law requirement that oversees some of these communications. The Newsletter is the municipal government publication, not a community publication or newspaper. Controversial subjects are a challenge. Better communication can achieve more trust.

A Staff member, Public Works Director Ed Hanks, arrived at 11:10 a.m.

Mr. Decker's next slide was Trust – It Makes a Difference - 1.) Firm belief in the reliability, truth, ability or strength of someone or something 2.) Acceptance of the truth of a statement

without evidence of investigation. Core Areas of Trust 1.) Predictability – being able to predict what others will do and the situations, not always positive 2.) Value Exchange 3.) Delayed Reciprocity – based on trust 4.) Exposed vulnerabilities

A Staff member, Community Planner Steven Brown, arrived at 11:16 a.m.

A member of the public, Dennis Repan arrived at 11:17 a.m.

3.1.3 Developing and Strengthening Trust (Trust, Teams and Expectations)

What creates trust?

Council Discussion – do what you say you are going to do; need to state what you are going to do and why; consistency

What impairs trust?

Council Discussion - not doing what you say you were going to do; incompetency; unethical; not complying to rules; gross example of mistrust

How is trust restored, once it is destroyed?

Council Discussion - It is difficult, sometimes never restored

3.1.4 The Power of Collaboration and Partnerships

Building Community Trust - What makes your community residents trust the Town and its leaders? Can you list some examples of how trust is increased? What is the reward for trust?

Council Member input - Chipper Days; Community Board; Enacted new members to the Board of Adjustment; Allow Public Comment at meetings – two way trust

Members of the public, Ted Brooks and Carter Brooks, arrived to the session at 11:28 a.m.

3.1.5 Risk and Relationships

What makes your community mistrust you? Can you identify examples where mistrust was generated? What is the result of distrust?

CM Treadway – When Council doesn't get along and takes it personal; CM Hamilton - Council may disagree but that shouldn't destroy trust. The Town is divided already, doesn't mean public speakers represent the entire community; CM Timmons - as a community there is no perfect answer for everyone, work together and have growth, need to get community involved again, she previously felt attacked at a Council Meeting and quit coming, people are starting to volunteer again; CM Wendt – the result of mistrust, they vote you out;

What does the term "expectation" mean to you?

CM Timmons - what I expect from my Council; CM Hamilton – be the best you can be

Mr. Decker summarized, "I tell you what I will do and I hear this. That is my expectation."

Who has expectations?

You; Your Spouse; Children; Boss; Employees; Your Community

How do you know what people expect?

Mayor Nolan - you talk to them, meet them at the restaurant to talk; CM Hamilton – community poll was sent out with an approximate 30% reply; CM Timmons – have to follow through on surveys.

Council discussion then centered on a 2016 community survey with Mayor Nolan speaking to the survey having had biased questions. Mr. Decker asked the Mayor, "Who composed the questions?" Mayor Nolan stated that the Town Council composed the questions. Mr. Decker recommended using local colleges for surveys. CM Hamilton explained that originally, a professional survey company was used, and then the Council added 8 to 10 questions and had Yavapai College compile the results of a new survey. VM McBrady advised that the college came back with recommendations and the Town Council did not take them. CM Timmons described the survey as having been very biased. CM Hamilton said he had a different view explaining that the college came back and recommended changing some questions due to ambiguity resulting in the college changing the questions against Town Council direction. CM Wendt added that there was a mailing error, which resulted in some non-residents receiving the survey. Vice Mayor McBrady spoke of the Council being split. CM Timmons spoke in support of the college's work, citing that it was the questions that were severely biased.

What process do you use to negotiate and manage expectations? 1.) Research/Understand 2.) Analyze/Clarify 3.) Negotiate 4.) Communicate 5.) Celebrate.

CM Hamilton spoke of money constraints which limits the ability to have give-and-take (negotiate) and CM Wendt spoke of the art of negotiation i.e. can't do it now, but maybe later, or set a date.

3.1.6 Strategies for Application of Information

Useable Knowledge - How can you take back and apply what was discussed today?

CM Hughes – quite a few things regarding communication and educating people; CM Hamilton - educate the public, people think things can happen that can't happen, he is still learning after four years on Town Council, training is helpful; CM Wendt - more public interaction such as coffee with citizens, ice cream socials, more training at League of Cities and Town; CM Timmons – education, open lines of communication, willingness to see other side of argument; CM Treadway - listening; empathy, communicating, best to insure others understand process and Council constraints, gray area, not black and white; VM McBrady - different ways to look at same question, hear others opinion, other ways to look at problems; TM Kimball – expectations; Mayor Nolan - all of it, hearing and communicating back so they understand your viewpoint and how it is decided with Council, don't take anything said about you personally, when you get personal you aren't doing things for the town.

Public comment was taken.

Ed Hanks, Public Works Director – trust in the Council will trickle down.

Steven Brown, Community Planner – hear the expectations of Council so he can help manage those.

Gina Treadway – introduced herself as a guest, having arrived at 11: 20 a.m.

Ulys Brooks – frequents Town meetings, believes Council is going in the right direction.

Ted Brooks – frequents Town meetings, Council needs to rebuild the trust for Town and Town Employees that has been degraded and eroded.

Carter Brooks – interested in the community, hoped to learn something from this experience.

Using what we learned this morning.

CM Hughes - another step toward community; CM Timmons - surprised by profile results with everyone clustered around center, seem to have different opinions that are voiced.

Lunch Break – 11:45 a.m. The Council broke for lunch at 11:45 a.m. and resumed the meeting at 12:45 p.m.

3.2 Planning Issues for Dewey-Humboldt: Protection, Preservation, Preparedness

Using what we learned this morning.

3.2.1. Challenges

What are you going to have to deal with in the next 12 months that will be controversial? What challenges do you face?

Council Input: Growth; Roads; General Plan; Water Company; Museum – Election/Rent; Animals; Development; Bringing Community Back Together – Trust

3.2.2 Opportunities

What opportunities can you see?

Council input: The challenges and opportunities look the same. Mr. Decker shared that threat and opportunity are on the same coin.

3.2.3 Strengths

What strengths do you have?

Council input: Communication; Good Budget; Reserve; Good People – Staff & Citizens (minds & hearts).

3.2.4 Liabilities

What liabilities/threats are pending?

Mr. Decker asked about the local tax base, which is sales tax of \$300,000 and described the growth of Winslow, AZ, which started with a statue and a park and the commerce that developed around it such as stores, a train station, hotel...

Council Input: Dog Park, Bathrooms; ways to get people to stop in D-H; Helicopter Pad; State Park at Smelter Site

3.2.5 Goals for the Planning Period

What controversial issues need your attention over the next 12 months?

The Council passed forward notecards with the following submissions for controversial issues: Old Bank Building; Museum; Animals; Historical District; Roads; Budget; Town Hall; General Plan; Restoration of Mayoral Position; Development; Water Company; Expand Infrastructure; Ethics Code; Nuisance Code; Animal Code (most controversial).

Mr. Decker inquired why the animal code would be the most controversial. CM Wendt does not believe it will be as controversial with this Council, as with the prior Council. Mayor Nolan spoke to the open, rural community and the past Council wanting to make it an issue to control livestock, etc. CM Wendt spoke in defense of animal rights and that people are moving to the area from more structured communities, the Californians being the worst. She also spoke of the ordinances having been incorrect. CM Hamilton spoke in defense of people and property rights and the need for conflict resolution. CM Hughes spoke of most

people having animals, that is why it is controversial. CM Timmons spoke of living in a country where you believe you should be able to have what you want on your property, should be able to have what you want, if it's not illegal. CM Treadway spoke of people wanting as many animals as they want, however, the person next door does not want to live next to a menagerie. Mayor Nolan spoke again of the openness of the area, wild animals causing dogs to bark, creating noise and people not wanting to hear this. Mr. Decker explained that this topic would not be discussed further at this session, but now Town Council knows what others feel is controversial, there has to be a process to deal with this issue, you just can't jump in on this type of controversial topic.

What will help?

CM Wendt - open meetings, transparency, and questioning why did some people move here. Mr. Decker advised CM Wendt her comment was "pointing fingers". Let it simmer. How do you move these strong feelings into an area that is productive? VM McBrady - spoke of the Newsletter, let there be an election, the yuppie side wants restrictions – the rural farm side wants no oversight, let the people decide. Mr. Decker pointed out to VM McBrady that letting the people decide was a "punt", and you lose control of the ball. If you have two extremes with no compromise, that is not a good solution. CM Timmons - use the newsletter more productively, ask the community to write letters and compile the results of the letters. Mr. Decker said this method would inform people there will be a discussion, put things on paper that need to be said contributes to a controlled experience, lets the Town Council know who is out there. CM Wendt - the Town has decided by the prior election, by wiping clean the Council and starting over – the Town has decided by wiping the slate clean. Mr. Decker noted, "You've already decided". CM Hamilton – there are people out there that don't show up at meetings but have raised fists, they have a voice too, but it is hard to tell who they are. CM Timmons - she is one of the silent majority, is here on behalf of the others, in silent majority, and is tired of having her rights taken away. This is why she ran for Council, spoke of restrictions wherein people can't bring a vehicle home and park in their driveways and having lost many Newsletter readers, but recommended putting something in the newsletter encouraging people to write (letters).

Mr. Decker asked TM Kimball if they need to take a comprehensive look at the Town Code. TM Kimball explained the Town Code was originally taken from the County because they needed to start somewhere. Many facets are the same for Chino Valley, Dewey-Humboldt and Yavapai County. The Town has made many revisions to the Code. There are many different sections to the Town Code. The Land Use section is not out of the ordinary, it came from the County. In five years' time, there were no amendments to Land Use. Mr. Decker spoke of the possibility of scheduling for the General Plan meeting. Mr. Decker inquired if the animal code was taken in under the General Plan process, rural vs urban; then go back and revise municipal codes. Mayor Nolan feels that this will be covered under the review of the General Plan. The previous General Plan was approved by the Council, not by the Public. TM Kimball explained that the initial General Plan was sent to voters twice and failed, so it had to be approved by the Council. CM Hamilton noted that the General Plan has to be general and this type of talk about rights/animal rights is very specific, has to be code, not specific in the General Plan. Mr. Decker inquired if they think they will ever find a solution or a compromise. CM Timmons believes if they try as the new Council, approach with an open mind, there will be a solution that suits a portion of the town. She referred to Grandfather Law, some people having been here 40-50 years and are being told they can't have their animals and there will not be 100% all the time, maybe

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80/20. CM Treadway feels the key to a solution is to find common ground to have the best interest of the entire town.

Mr. Decker spoke of finding a good enemy that each party can mutually hate like a common enemy. There doesn't appear to be a good enemy and there are extremes on both sides – sit down and come up with a solution that hasn't been thought of.

Process of controversy

VM McBrady - during the last election the people came together and said the problem was this group (former Town Council). They don't understand what happened to this day. He referred to what CM Wendt spoke of, that there are people coming up with an animal code that will work. This new set of codes will work. We are close to that. Mr. Decker inquired if there was a group working on the Code. VM McBrady confirmed this. CM Hamilton feels that there will be the ability to work together. The Council can get this accomplished. Communication helps, but it can't be changed overnight, need to look at the future and the past.

Public Comment

Ulys Brooks – In the mid 60's they [Yavapai County] went to Scottsdale, and brought their ordinances back and we've been fighting them ever since.

Ted Brooks – There is public outcry for all the Codes to be changed. They shouldn't be based on other towns. This is a rural community and the Codes should reflect that. There is a Witch Hunt looking for violation codes. Mr. Decker told Mr. Brooks that he would give him 30 more seconds to come up with a process. Mr. Brooks replied form a committee to work on the Town plan, throw out all codes now, write codes that only pertain to DH, the Town Code written so every citizen can understand.

Mr. Decker requested the Council tell TM Kimball what can be done. CM Hamilton – the last Council punted because of controversy. CM Hamilton - in actuality two Council Members were replaced, and one of the former Council Members lost by only 18 votes. There is still division in the Town. CM Timmons - proposed to put a publication in the newspaper looking for volunteers that would discuss and bring results to the TC and give results of what is wrong with codes. She was not aware of the group that VM McBrady mentioned.

Mr. Decker inquired if the group working on the Animal Ordinance was Council-endorsed. VM McBrady - this was not a group working at the direction of Council, but they do have some expertise in the area and can present to the Council. This group is working on the Animal Ordinance only. CM Timmons - recommended they present it to the Council and see if that is something they could work with. TM Kimball -spoke of CM Timmons' proposed group reviewing codes and bring input back to Council and that Staff could help Town Council set up a committee, that direction could be supported. CM Hamilton - got into a problem with one side shouting down the other side, there was no communication, ended up in worse shape than they ever started with.

There was further Council discussion regarding convening a group made up of diversified people, some for animals, some against, and a neutral party in the middle. Mr. Decker recommended soliciting people to write letters about their positions. Mayor Nolan said letter writers are too busy to be involved, hard to get people involved and recommended that the Community Planner serve as the neutral party in a group. CM Wendt recommended passing something around at Council meetings seeking volunteers. CM Treadway promoted the five-member committee made up of 2 pro, 2 con, 1 neutral parties. Vice

Mayor McBrady spoke of the past few years and the restrictions that were placed on the Mayoral position. Mr. Decker redirected VM McBrady toward working on the process, VM McBrady said he wasn't finished and then discussed the animal codes, that there were old-time ranchers vs. new people, dog-barking issues. He then spoke of the old Council moving onto the Ethics Code and making more changes than necessary, resulting in the Ethics Code being used against people as a punishment. The new Council wants to go back, look and see if they need change, make them more neutral. He supports the proposition of the new five-member group regarding the animal codes. If it works with the animals, then they can use this method to look at Ethics and the Town Code.

Mr. Decker recommended taking something brand new, take something that was close, take something manageable and come up with a starting point, take one issue at a time and apply this process.

CM Timmons did not know there was a committee already going; the Newsletter doesn't work, as the people in the community are afraid to approach the Council for fear of retaliation through complaint violation process.

Mayor Nolan recommended a small group look at one issue at a time and come back with a solution. A neutral person should be the planner. Try it on a small ordinance and then work on others.

CM Timmons said that she did not feel the Town Planner should serve as the neutral party in the group; it should be a totally neutral party. The Planner has an agenda, as he works for the town, dealing with fines and things that come through the Court. He would not be fair and objective.

Mayor Nolan indicated these issues as having been Council-related; it wasn't the Planner. It was the Council. He doesn't live here and would be a good facilitator. A community member would be biased.

CM Treadway feels Council Members should not be involved, as it would be political. The Community Planner would be objective.

VM McBrady disagreed and could come up with reasons why the Planner is not the right person but said he would not share the reasons in this setting.

Mr. Decker – recommended that the Town Manager decide this issue.

Mayor Nolan said there was no reason not to use the Community Planner.

Mr. Decker again recommended that the Town Manager and the Community Planner should decide the process

CM Timmons meant no offense to the Town Manager or Town Planner, but if 10 volunteers came forward, how could there be assurance that there would be a neutral balanced committee

Mayor Nolan explained that the Town Manager does not look to make money from fines, etc... Town Council does that.

CM Hamilton stated that the Town has to have some control over the committee. The Town has to be involved or there is no credibility.

CM Wendt spoke of sitting for 2.5 years at Town Meetings, at times she told the Town manager to "do your job". After actually working with them for a short time, she would trust the Town Manager or the Town Planner to run the committee.

VM McBrady spoke again that the process of picking out the neutral person is most important and again referred to the Community Planner not serving in this role.

TM Kimball recommended agendaizing this matter to get more specific details as the overhaul of the municipal code is a tremendous job. Maybe, start with the Animal Ordinance, as dealing with the whole code would not be productive.

Mr. Decker inquired if TM Kimball could develop the questions regarding the process, draft the process. Start with animal issues, small parts of the Code at a time.

Mayor Nolan commented that this all boils down to trust.

Public Comment:

Ted Brooks – have a committee co-chair position with Town Manager and Town Planner

Ed Hanks – receive communication from everybody and use this as the springboard for Council, Staff and the Community.

Mr. Decker requested a volunteer to facilitate the next portion of the meeting. Mayor Nolan volunteered. The topic was Development, which was viewed as being controversial.

CM Wendt spoke of food stores, pharmacies, located close to highways, which would increase sales tax base. Mayor Nolan asked how long she thought that would take. CM Wendt referred to tax breaks. CM Timmons spoke of tourism and questioned how far down Highway 69 towards Mayer does the commercial district run. Mayor Nolan mentioned a State Park, museum, and commerce. CM Treadway spoke of great pride in the rural country setting and he is not against development as long as it is well thought out and planned. Progress or growth for the sake of growth only will rob the community of its identity. VM McBrady spoke of the smelter site being so contaminated that the State won't touch it; you put your name on it you are stuck with the repercussions of clean up.

Mr. Decker advised to let the record show that VM McBrady's statement was the description of the controversy, this was not the direction of the group, as he was talking about substance not process.

CM Hamilton spoke on not understanding why this (the smelter site) is the Town's challenge.

CM Timmons inquired if there was any commercial property on that end of the town, away from the Superfund site, on Hwy 69. Mayor Nolan described the area for CM Timmons. CM Timmons recommended a dog park and bathrooms up past the Legion. Mayor Nolan explained that it was a residential area.

Mr. Decker asked if this topic was actually a controversy.

Mayor Nolan confirmed this citing the contamination.

CM Hughes noted they were missing the big picture, all development, was the issue. The current development is supporting Prescott Valley every day.

Mayor Nolan spoke of a grocery store and there was discussion regarding locations, size and controversy. CM Hamilton said the Mayor was just arguing his point, not addressing the process. There was further discussion regarding the superfund site and grocery stores.

Mr. Decker gave Mayor Nolan feedback on how he did trying to nail down a process. Mr. Decker said that Mayor Nolan was pulled into the content because he cares, noting the profile characteristics of high direct and systematic. Mr. Decker asked the group, "What did the Mayor do right?" He had the courage to get up and lead and involve the Council,

however, Mayor lost the focus. Mr. Decker asked the Mayor if he thought he could extract himself from his personal viewpoint, noting that it is hard to separate yourself.

Why is the budget controversial?

CM Treadway - because each person has their viewpoints on how to spend money. Mr. Decker recommended a chip system where each Councilmember gets chips representing \$ and they have to place chips according to their priorities. Although the budget could be discretionary, he did not see it as controversial.

Why is the Bank Building/Museum controversial?

CM Timmons – it is an historic building, the Town is helping museum pay rent. Some Councilmembers think it is being purchased just for the museum, and not strictly municipal; CM Hamilton - it is being voted on and the Town is deciding, not controversial; VM McBrady – the museum is still controversial.

Purchase Town Hall

CM Wendt – our hall is perfectly good, why put our little town in big debt; CM Hamilton – it is rented, too small for Staff. If a new building were built there would be a 15-year return on investment, the current Town Hall has no investment return; CM Timmons - where are you proposing to put the Town Hall citing that she has no dog in that race; CM Hughes – as a business man knows your own structure should be your priority. There is over a half million dollars gone in rent; Mayor Nolan – the Town should buy the museum.

Mr. Decker reminded the Council to work on the process. Mr. Decker advised that if it is a controversial issue; to not let it eat at you. Councilmembers should not take it personal. Could be addressed at a work session.

CM Hamilton recommended discussing it at a budget work session; TM Kimball said both, it could be discussed in advance at a work session and during the budget sessions; CM Timmons asked if the current Town Hall building is up for sale. Mr. Decker said it was not a good idea to discuss real estate in this session. CM Timmons said that would be her first question. VM McBrady spoke of a previous Town Hall facility study resulting in a building cost of up to \$10 million dollars, that another study could be requested. CM Hamilton spoke of another study being a waste of money, and that the Town came back with a different building proposal of \$500K. CM Wendt advised that the survey was not supported well; the purchase of a Town Hall was supported even less. \$500K was just a building shell and they wasted \$12K on the study. Mr. Decker asked how this discussion speaks to the process. CM Treadway recommended taking a vote and seeing how to proceed with public input along the way. He agrees with CM Hughes and the need to build on the Town's property. CM Hughes does not want to spend millions and a proposal to hear of building a Town Hall is understandable, if it's in the budget great, if not, a later date. CM Timmons noted that when it is brought to a work session questions would be, how much to maintain, landscape, if an A/C unit goes, how much to replace? CM Hughes recommended Staff bringing forth these ideas and information, paying for another survey is unnecessary. CM Treadway spoke of the lease on the current rental expiring next year and this is a good time to consider options. CM Timmons inquired how large the Town property is and the cost. TM Kimball spoke of presenting information, just the facts at a future meeting. Mayor Nolan said that he could lead a facilitated discussion with no dog in race.

Mr. Decker brought forth the topic of water supply. If the Town wants growth, they have to move on the water. If you don't want growth, don't improve the water system.

VM McBrady shared his viewpoint on the maintenance of the private roads in the Town. Mr. Decker moved the topic card "Roads" to join the topic card "Town Code". CM Wendt agreed with VM McBrady saying the Town could lower the standards of road maintenance required before being taken on by the Town. TM Kimball spoke of the legalities involved including transfer of ownership challenges. CM Timmons suggested throwing the names of roads in a hat, pull a couple out and work on those first. The Public Works Supervisor does a good job; he can do this. CM Hamilton pointed out that you can't do private roads, as it would break the Town. VM McBrady replied that you don't have to do all the roads. CM Hamilton spoke of the Town going to have to start pulling from the General Fund, when the HURF Fund is exhausted.

Mr. Decker said he would put together a table of the items viewed as controversial. Each issue would require a separate process.

What might we do to use what we learned today?

Mayor Nolan – Lots of topics to be discussed at Town Meetings, not all at one time, would be manageable; CM Wendt - somebody's got to do the CAARFs; CM Timmons - all these things have been covered before and are controversial; CM Hughes – with communication and discussion they can be resolved.

Mr. Decker spoke of a different seminar he facilitated where they came up with the following techniques to improve communication:

Because the leader of the group has the formal responsibility of assuring frequent, high quality communication, I will use the leader as a sounding board to test ideas and discuss any difficulties I might encounter. In return for my commitment, I expect the other members of the policy team to reciprocate as follows: If you have concerns that involve me, I expect a call as soon as possible. Likewise, if you have concerns about other members, you need to call them. Rule of thumb – If you have a beef with another Council Member, take it directly to them or have the Mayor serve as third party between the two involved Council Members. Keep any public comments you make focused on the issues and not toward other members of the policy team. If the press approaches you, follow Council guidelines. Don't let me be surprised. If you know something will have an effect on an issue I have an interest in, let me know. Don't passively accept being misquoted. Do not say anything negative about a partner behind his or her back. Mr. Decker recommended that Council show up prepared having reviewed materials and that it is frustrating when this does not occur. Respect each other's personal and physical space. A Staff Member should return telephone calls and contacts from Council Members (or the Town Staff) as soon as possible that day, but under any circumstances within 24 hours.

TM Kimball explained the chain of command. If a Council Member goes to a Town Staff member on an issue, they should let the Town Manager know. Mr. Decker explained that Council Members should go through the Town Manager on Staff issues and shared the following helpful guidelines: It is about communication. Do not instruct Department Heads. Council's job is to set policy. The Town Manager's job is to manage Staff. Final solutions and follow-up will depend upon the situation and agreed upon deliver times. Emergencies noted by the Council need immediate attention. Staff needs to meet agreed deadlines for deliverables. Council will be clear on their expectations for delivery time and deliverables, and not over prioritize issues and needs. Recognize Staff has other demands on it, including demands from other Council Members, and there are few true "emergencies". Treat Staff as professionals and with respect. Follow the Golden Rule. What we do today affects tomorrow's interpersonal effectiveness.

What might you do to use what we learned today?

Mr. Decker spoke of the Council doing a good job in today's retreat session.

3.2.6 Next Steps (Getting things done)

Who will take responsibility?

TM Kimball – Extensive study session between Staff and Council to address the issues brought up today. The budget will be worked on. Some Council Members may be interested in submitting CAARFs on items related to today's discussion. CM Hamilton (to Council) if you feel strongly, submit a CAARF.

When will we check on progress?

Mr. Decker said that it is a challenge, and it will have to be agendized. Work sessions are the easy way to agendize. He recommended a five-minute discussion regarding "how we are communicating" at the beginning or end of meetings.

Mayor Nolan spoke of his surprise at the distrust of Staff that came out during this session reminding Council that the Staff works for the Council and that Council directs them. CM Timmons said she "didn't hear that". CM Wendt spoke of learning of Staff's knowledge and skills and not realizing that previously the Staff was following Council's direction, back when she told Staff to "do their job". CM Hughes said that the previous distrust from the Community was due to the lack of communication and the lack of education contributing. Citizens don't know the law. Staff has the power to make it a good scenario, or make it "my way or the highway". More people are getting involved; therefore, it is getting better. TM Kimball appreciated the openness of this forum and advised that any citizen complaints can be referred to her. She spoke of the current Town Staff as great people. CM Hamilton said that no one knows all of the Town Code, but Staff does. Refer citizens with issues to the Town Manager who can explain why certain things are done a certain way. Sometimes you can create a bigger mess, as a Council Member, refer them to the expert. Mr. Decker supported this summarizing, "I don't know, let's find out." CM Timmons hopes broken fences can be mended. Community members are afraid to express their views due to retaliation. She does not want to be part of this as a Council Member. Mayor Nolan cited that trust issues have been going on since Day One. People don't trust Council, Council doesn't trust Staff. I think it is going to be better. Council now is much more open-minded. CM Timmons spoke of Staff getting a bad rap because they are associated with the former Council. CM Treadway said there are many misconceptions out there regarding government, but there are anarchists that will never be pleased.

Session Wrap-up and Evaluation

What did we do right today?

CM Hughes – communicated well today, discussed hot topics, what to look for in the future; CM Treadway - open with one another, going forward to deal with fellow CMs on controversial issues; CM Wendt - involved the community; Mayor Nolan - surprised there weren't more people to observe and learn how we are trying to work together. This is the best thing the Council has done for themselves in a long time. CM Hughes – a member of the previous council said this retreat would be a waste of time, but he showed up, even if only for a few minutes. CM Hughes did not think this was a waste of time.

What would we change if we ever did this again?

Mayor Nolan spoke that it would be a different facilitator, if they do it again. CM Hughes spoke of receiving a different perspective.

Mr. Decker inquired if the Council Members had any comments to share with each other. CM Timmons did not have comment; CM Treadway - looking forward to working for the best of the community, may not always agree with other Council Members but will respect your viewpoint; CM Hughes – we are individuals, but as a group can better the Community, we won't always see eye to eye; CM Hamilton did not have comment; CM Wendt – don't take things personal, looks forward to working with each other; VM McBrady – agrees with CM Treadway regarding respect; Mayor Nolan – speaking for the Council he was impressed with the presentation and the system, thanked Mr. Decker for coming out of retirement.

Steven Brown, Community Planner – appreciated the time with the Council, looks forward to working with the new Council, lay out their programs, and he will address them.

Ed Hanks, Public Works Supervisor – with thoughtful communication and consideration anything can be accomplished. He is here to help Town Council with their program.

Public Comment

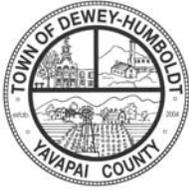
Ulys Brooks had a good time and enjoyed lunch on the Town.

4. **Adjourn**. Mayor Nolan adjourned the meeting at 4:16 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk



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

TOWN COUNCIL REGULAR MEETING

April 18, 2017 – 6.30 p.m. Town Council Meeting Chambers

Agenda Item # 9.1. Award the Enterprise Technology (or IT) Services contract. Possible awarding or rejecting the contract.

To: Mayor and Town Council Members

From: Mickey Moore, Town Accountant

Date submitted: April 13, 2017

Recommendation: award the contract to Four D LLC.

Summary:

The Town's IT or Enterprises Technology Services are provided by an independent firm through a contract. FourD LLC currently is the town's IT contractor and in fact has been the Town's IT contractor since 2009. The current contract was entered into in 2013 and is expiring June 30, 2017. We began the Request for Proposal (RFP) process in April to seek a qualified firm for the services.

As of Tuesday, April 11, 2017, the last of day of the RFP process, we received 1 proposal, from FourD LLC. The contract term is July 1, 2017 through June 30, 2022 with a two year initial term and 3 one year renewals. For the terms of the contract, FourD's hourly rate is: \$95.00 for Fiscal Year July 1, 2017 through June 30, 2018; \$100.00 for Fiscal Year July 1, 2018 through June 30, 2019; and \$100.00 for the first additional one year term, Fiscal Year July 1, 2019 through June 30, 2020; and for services performed on or after July 1, 2020, the rate will be determined and agreed upon by February 1, 2020.

FourD is a qualified firm and has been working with the Town for 8 years. Staff recommends Council award the contract to FourD LLC. The attached service contract has been reviewed by the Town Attorney.

In the event that Council wishes to delay awarding the contract and extend the bidding period, Council can direct staff to do so. We will re-open the bidding period and hope to receive additional bids.

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Cover Letter

Thank you for the opportunity to respond to your request for proposal (RFP) for Enterprise Technical Support. The Four-D, LLC staff is familiar with your offices and has read the description of your needs and expectations. Based on the details in the RFP, our understanding of the work to be done is as follows. Items are not listed in any particular order:

- Provide PC, communications, and general technical support for eight Town Staff, seven Town Council members, a contract attorney and a Magistrate and Court Clerk.
- The Town currently has one production server that provides critical services such as email, database applications and file sharing; and a backup server. Since the Town's operations are dependent on this server, high system availability and reliability of the server is required.
- Provide any required support for the Granicus streaming solution utilized in Council meetings.
- Develop protocols and educate staff on best practices related to file management, database utilization, email, and communications.
- Assist staff in IT related product evaluation and selection. Provide guidance for future IT projects and initiatives.
- Develop, implement, maintain and support all existing systems and future projects and initiatives.
- Ensure sensitive information is secure from unauthorized access.
- Make recommendations to staff of applicable new technology and industry trends.
- Work with staff and council to develop long and short term technology plans that will support the present and future needs of Dewey-Humboldt.
- Provide 24 x 7 emergency support for all systems with a two hour response time.
- Manage all work, projects and initiatives to plan and to budget.
- The duration of the contract shall be two years with three optional one year extensions.

Basically, Dewey-Humboldt is looking for knowledgeable, reliable, prompt and professional IT and Technology support for all the Town's systems and staff, both present and future.

This proposal is a firm and irrevocable offer for **90** days from proposal due date.

Thank you for your consideration,

Ida-Meri Blanc

Partner, Four-D, LLC

April 3, 2017

MASTER

Title Page

Proposal for Enterprise Technical Support for the Town of Dewey-Humboldt

Offered by Four-D, LLC

Primary contact: Ida-Meri Blanc

Address: 75 Western Avenue, Clarkdale, AZ 86324

Phones: main - (928) 634-0932; alternate – (302) 740-2907; alternate - (302) 562-3684

Email: staff@FOURDLLC.com

Date of proposal: April 3, 2017

Proposal due date: April 11, 2017

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| Exhibit J – Copy of Original RFP | n/a |

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1.15.5 Brief Description of the Proposer's Firm

- A: Four-D, LLC is located at 75 Western Avenue, Clarkdale, AZ 86324
- B: Four-D, LLC has been in business in the State of Arizona since February, 2008.
- C: Four-D, LLC is a Partnership LLC and has no employees
- D: Principals: Ida-Meri deBlanc and Peter deBlanc; both are Managing Partners. Their specific experience and skills are listed in Exhibit G – Staff Resumes and Skills
- E: Four-D, LLC provides Information Technology and Support Services; including planning, implementation, maintenance, training, budgeting, and procurement.
- F: Experience: In addition to providing Enterprise Technical Support for the Town of Dewey-Humboldt since 2009; Four-D, LLC currently provides similar services to the Town of Clarkdale, Town of Jerome, Verde Valley Ambulance, and many other clients. We have been providing Information Technology and Support Services to Arizona municipalities since 2008.
- G: Three References

Town of Clarkdale
Gayle Mabery, Town Manager
(928) 634-2400
P.O. Box 308
Clarkdale, AZ 86324

Town of Jerome
Candace Gallagher, Town Manager
(928) 634-7943
600 Clark Street, Jerome, AZ 86331

Verde Valley Ambulance Company
Kim Moore, EMS Chief and General Manager
(928) 634-7750
839 W. Mingus Avenue,
Cottonwood, AZ 86326

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1.15.5 Subcontractors

Higher ground IT Services, Prescott, AZ – John Staltari, Principal

Subcontractors work in partnership with Four-D, LLC, under direction and oversight from the Principals of Four-D, LLC on all projects and contracts. Higher ground IT Services has worked with Four-D, LLC on all major projects since 2010.

1.15.5 Project Team

Ida-Meri deBlanc

- A. Assignment: Primary non-technical contact for Four-D, LLC.
Project management, training, scheduling, dispatching, customer contact.
- B. General Qualifications: See Exhibit G – Staff Resumes and Skills.
- C. Related Experience: Serving in this capacity under the current contract.
- D. Current work load: 20 hours/month

Peter deBlanc

- A. Assignment: Primary technical contact for Four-D, LLC.
Technical Architect, planning, budgeting, implementation, quality assurance.
- B. General Qualifications: See Exhibit G – Staff Resumes and Skills.
- C. Related Experience: Serving in this capacity under the current contract.
- D. Current work load: 80 hours/month

John Staltari

- A. Assignment: Primary field technician; on-site maintenance and support.
- B. General Qualifications: See Exhibit G – Staff Resumes and Skills.
- C. Related Experience: Serving in this capacity under the current contract.
- D. Current work load: 80 hours/month

Four-D, LLC certifies that no team members will be substituted without prior approval from Dewey-Humboldt.

1.15.5 Relevant Experience

Four-D, LLC is the current holder of the Dewey-Humboldt Enterprise Technical Support services contract and has served in that capacity since 2009. We have been intimately involved with designing, implementing, and maintaining the Town's current IT infrastructure and with the unique

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needs of the Town's Staff and Council. Additionally, Four-D, LLC ongoingly provides similar services for several other governmental and non-governmental organizations in Northern Arizona.

For the Town of Clarkdale, Arizona, we have been and remain the exclusive provider of Enterprise Technical Support services in all areas since 2008. Clarkdale has budgeted \$60,000 for ETS services this fiscal year. Their contact person is Janet Perry at (928) 649-2412.

For the Verde Valley Ambulance Company in Cottonwood, AZ, we have been and remain retained in the role of Enterprise Technical Support since June of 2012. For VVA we manage and maintain their servers, desktop, and laptop computers and related software and hardware infrastructure. VVA has budgeted approximately \$10,000 for ETS services this fiscal year. Their contact person is Kim Moore at (928) 634-7750.

For the Town of Jerome, Arizona, we manage and maintain their servers, desktop, and laptop computers and related software and hardware infrastructure and provide ongoing support by the Town on an as needed basis at the rate of \$95/hour. Their contact person is Candace Gallagher at (928) 634-7943.

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1.15.5 Approach

Four-D, LLC is well positioned to fulfill the Enterprise Support needs of the Town of Dewey-Humboldt. Physically located in Clarkdale with additional staff in Prescott, we can provide the prompt and responsive support you require. We specialize in support for public sector entities. For the past nine years we have worked with the Town of Clarkdale for the implementation and maintenance of a Cisco based converged voice/data network and phone system, a virtualized Windows Server 2012/2016 environment and a managed desktop. For three years, we worked with the Town of Camp Verde to implement a complete systems upgrade; PCs, servers and infrastructure. The Town of Chino Valley brought Four-D in to consult and support a new phone system project. Our business model is based on providing exemplary IT services to a dedicated customer base. Concentrating on local contracts within the county allows us to maintain a part-time on-site presence at your location. We get to know your systems and your people.

Our philosophy is to develop and implement highly reliable systems that require minimal maintenance. We stick to industry standard hardware that can be easily supported. We attempt to minimize unnecessary customizations as they make support and maintenance more difficult. We believe in thorough documentation. Changes should be implemented in a planned and tested fashion. We understand that your people are the heart of your organization; that technology systems have become necessary tools for managing your operation; and that good tools must be highly available and dependable. We will do our best to ensure that your systems function flawlessly.

1.15.5 Pricing: Schedule of Fees – See Exhibit D Schedule of Fees and Payment Schedule

1.15.5 Additional Services/Pricing – To best serve our customers and to maintain independence, Four-D, LLC provides ETS Consulting Services only. We do not sell any hardware, software, or non-ETS services. This allows us to objectively make recommendations that best serve our clients as there are no incentives to recommend unneeded products or services.

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Exhibit A: Scope of Work

Four-D, LLC will provide Enterprise Technical Support services for the following areas:

Establish guidelines and programs for effective information technology management.

Effective Information Technology Management requires an approach that encompasses People, Process, and Technology. This can be further delineated into user-based guidelines and programs for technology system users, and operational guidelines and programs for the technology systems operators and administrators.

Four-D, LLC has staff that specializes in establishing organization-wide processes and protocols related to user-based functions such as file management, file naming, file storage, shared calendar, security and workplace habits, and effective communication. We can analyze your current business practices and, if needed, develop standards and guidelines coupled with user education programs designed to effectively implement any changes required to achieve the desired outcome. Our education programs range from basic written documentation to live one-on-one or trainer-to-group web-based sessions, to in-person on-site training.

For systems operators and administrators, Four-D, LLC adheres to industry standard methodologies, such as the Microsoft Operations Framework 4.0 (MOF4) (<http://technet.microsoft.com/en-us/library/cc506049.aspx>). MOF4 parameters will need to be adjusted based on the size of the organization and criticality of the systems being managed. At minimum, all current system configurations and network architecture should be documented, a basic operations manual created, and a change management process instituted to ensure high system availability and data security. These basics, coupled with a field-tested disaster recovery plan will handle the majority of reliability issues

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Provide data processing services required by the Town

Page 2 of the RFP outlines the essential goal of the RFP process as the following:

- Enterprise server support
- Keep technology equipment and website working well
- Desktop management
- Software management
- Training
- Data security and backup

Additionally, page 1 of the RFP "Work Summary" paragraph mentions all seven items above plus the additional category of *IT Security and Telecommunications Services*.

As we are the current contracted provider for the Town of Enterprise Technical Support, we can accurately summarize the existing technical infrastructure as primarily a Microsoft based organization utilizing Microsoft Windows Server, Microsoft Windows based desktops, Microsoft Office Suite software and several other specialized applications common to many municipalities. Four-D, LLC has a Microsoft Certified Systems Engineer on staff and we are qualified to handle all your IT infrastructure needs. Peter deBlanc has over 25 years working with Microsoft based systems and currently supports and maintains a fairly complex Windows 2016 Server based infrastructure for the Town of Clarkdale.

Four-D, LLC specializes in architecting, implementing, and maintaining robust and available IT systems. We also have expertise in IT and business processes, office productivity, and user best practices education and training. We are not application experts. We can't tell you how to create a map in GIS or the best way to implement a complex macro in Excel. We can assist in the basic operation of most Office applications and we can troubleshoot and resolve most application compatibility issues.

Dewey-Humboldt recently purchased a Grandstream office telephone system and Four-D, LLC performed the installation of that system so we are familiar with the systems operation.

From maintaining your existing systems, to designing and implementing future enhancements and technologies, to educating your staff on productive work practices as they relate to your technology platform, Four-D, LLC promises to exceed your expectations.

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Recommend long-range and short-range management information systems, plans and ETS budgets to Town management

Four-D, LLC has experience with the budget process for local government, developing a staff and technology plan, and managing the plan to budget. We also have worked with the Towns of Clarkdale, Chino Valley, and the Havasupai Tribe on alternative funding sources such as state and federal grants as well as special low interest lease opportunities made available to state and local government entities.

Based on our current technical documentation, Dewey-Humboldt has one production server running virtualized instances of several critical applications such as email, file services, GIS and LaserFiche. One “backup” server able to take over production responsibilities if the main production server should fail, a dedicated Granicus server, as well as several desktops, laptops, and printer. Having taken advantage of the latest virtualization technologies, the town is currently well positioned in terms of standardization and reliability.

Cloud computing goes one step further than virtualization by moving applications to internet based datacenters. This can represent a savings to smaller organizations because you no longer need to purchase and maintain server hardware or licenses, and you also enjoy a reduced environmental load on your facilities. Cloud computing does require high-bandwidth and ultra-reliable internet connectivity, so is not always appropriate in the more rural environments of Arizona.

Four-D will partner with your staff to perform a detailed analysis of your current organization and identify any current critical issues that should be addressed. We can also review the Town’s vision for the future and make appropriate recommendations to supplement those goals. Together we can develop an effective plan to get to where you want to be in a cost effective manner.

Make recommendations on major systems development and research projects;

Part of recommending and implementing new systems and projects is to determine any risks and impacts on existing systems. Four-D, LLC prefers to follow a Systems Development Methodology (SDM) on all major projects. The SDM needs to be flexible to accommodate the relative risk vs. cost of research and testing. Four-D, LLC has found that for many organizations of this size an iterative or prototyping SDM approach provides a good return on investment.

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Participate in Town-Wide strategic discussions for planning, development, and design of information needs

All systems have to provide for today's needs, the expected needs of tomorrow, and the unanticipated needs that may appear in the near future. Systems must be scalable to accommodate the growth of the community. We would welcome the opportunity to be an integral part of providing for the future growth of your Town and welcome the opportunity to participate in planning sessions and Town Council meetings as requested.

Research management information systems hardware and software including applicable vendor applications, data base management, and operational control packages

Four-D, LLC recommends implementing a policy that any software or systems that require an expenditure of public funds above a pre-defined amount, say \$1000, undergoes a technical evaluation for security, supportability, and integration and compatibility with existing systems.

Set policies to ensure privacy data and security of data processing facilities

Security starts with physical, site security. Is your server located in a locked room? Are your backup tapes stored in a secure location? Security then extends to user practices and policies, data access permissions, login and file copy restrictions. There is also network security which can be achieved through firewalls, wireless encryption technologies, Network Access Policies (NAP) and various forms of messaging and content filtering. Four-D, LLC has expertise with choosing and implementing appropriate technologies for environments of this size.

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Establish guidelines and programs for effective database management utilization

User created databases can be difficult to maintain. If the person who created the database should leave the office, a knowledge drain can occur, causing a temporary or permanent breakdown in operations. Also, data can become duplicated in redundant systems as each person implements their own preferred method of managing information. Four-D, LLC recommends a policy of no user created databases without a review with other departments to see if a suitable system already exists that can be adapted to the new requirement. If it is decided to move forward with the new database system, it should be implemented such that the system is documented and fully backed up.

Keep the servers, desktops, website, and phones of the Town working well, with a target problem resolution time of less than 48 hours 90% of the time and an emergency response of less than 2 hours 80% of the time

Four-D, LLC operates out of Clarkdale and Prescott; approximately one hour away by car. In the event of a system emergency that requires a site visit, we can achieve the requirement of a 2 hour response time. We can also utilize proven remote access troubleshooting and problem resolution techniques to resolve most critical problems without a site visit. If town budget allows, our goal would be to design and implement redundancies in critical systems to avoid single points of failure and to maximize system availability.

Consult with and advise Town program heads on information technology management needs and problems

We can achieve this requirement utilizing automated system availability reports coupled with a regular meeting and weekly site visits to review any issues, outages, upcoming needs or projects, and emerging trends in systems and technology.

Demonstrate continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality seamless citizen service.

Four D, LLC understands that information technology is a means to an end and that the end is serving the Citizens of the community. We do not recommend new technologies because they are new or suggest change for change's sake. At the same time, we utilize Dr. Eliyahu M. Goldratt's Theory of Constraints philosophy of process refinement and continual improvement to improve the quality of our service. We endeavor to stay focused on the goal of serving the Citizens and use that to guide us in the process of selecting the best processes and technology.

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Exhibit B: Contractor's Key Personnel and Subcontractors

Key Personnel:

Peter deBlanc – Technical Architect; Four-D, LLC: Primary Technical Contact

Resume and History Attached in Appendix A

Ida-Meri de Blanc – User Education, Protocols, Productivity; Four-D, LLC: Primary Liaison

Resume and History Attached in Appendix A

Subcontractors

John Staltari – Service and Support Specialist

Exhibit C: Schedule of Services

N/A: All services are defined in Exhibit A: the Scope of Work statement.

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Exhibit D: Schedule of Fees and Payment Schedule

A. Schedule of Fees

All work will be performed on a fee for services basis. This ensures the Town is only paying for services they actually utilize. Four-D LLC has one standard hourly local government rate for all services as listed below:

For Fiscal Year July 1, 2017 through June 30, 2018, the rate shall be \$95.00/hour.

For Fiscal Year July 1, 2018 through June 30, 2019, the rate shall be \$100.00/hour.

If renewed for the first additional one-year term, for Fiscal Year July 1, 2019 through June 30, 2020, the rate shall be \$100.00/hour.

For services performed on or after July 1, 2020 the rate shall be determined and agreed upon by February 1, 2020.

The above quoted rates are based on a minimum monthly retainer of 10 hours/month.

To properly maintain the Town's Enterprise Environment, we recommend the Town budget two full eight hour days of support per month or 192 support hours per year. We also recommend the Town budget 96 additional support hours per year for *Projects* that are beyond the standard maintenance and support duties. Examples of *Projects* would include but not be limited to: New software or hardware implementations, systems upgrades, facility expansion or moves, etc.

Of course, the town will reserve the right to adjust the schedule if needs should change. For example, if projects or initiatives require more time, we can increase the on-site time, and conversely, if less support is needed, we can decrease the on-site time as required.

Emergency service charges and unscheduled site visit travel charges:

Emergencies that require an unscheduled on-site visit or requests to come on-site during times other than regularly scheduled times may incur a travel charge to and from the site at the prevailing standard rate. Note that much emergency work can be performed remotely and thus would not incur a travel charge. Four-D will not charge for travel for scheduled full eight hour on-site days.

Work performed remotely, work performed off-site, telephone consultation and assistance:

Any work, assistance, and/or support performed off-site, remotely, or via telephone shall be billed at the standard rate in 15 minute increments.

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Exhibit D: Schedule of Fees and Payment Schedule (continued)

B. Compensation

1. The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Attached hereto as Exhibit D-1 is Contractor's hours and fee estimate for the Project. Contractor's fee shall not exceed the amounts:

| Description | Amount |
|--|--------|
| For Fiscal Year July 1, 2017 through June 30, 2018, the rate shall be \$95.00/hour. | |
| For Fiscal Year July 1, 2018 through June 30, 2019, the rate shall be \$100.00/hour. | |

C. Method of Payment

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

Exhibit E: Change Order – See original RFP for Change Order form

Exhibit F: Additional Clauses/Requirements

Workspace requirements:

The Town shall provide an on-site workplace with a desk or similar work-surface, a desktop or laptop PC of similar performance to most other systems currently in use by the Town, and space to store files, technical resources such as books and CDs, hand tools, and any parts.

Regulatory Compliance

In the areas of audits, backup, disaster recovery, document retention, logging, security, or any other regulatory or legal compliance requirement(s), Four-D, LLC requires direction in writing from the Town Manager or their designated contact as to the specific details and timelines of implementation.

Best Effort

Information Technology systems can become very complicated, interrelated, and codependent. No one person or group can be an expert on every possible system. Four-D, LLC promises a "Best Effort" attempt to resolve any particular issue or problem. In the event Four-D is unable to successfully resolve any issue, additional outside expertise may need to be contracted at their prevailing rates to resolve the issue.

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Exhibit G – Staff Resumes and Skills

Peter de Blanc – Primary Technical Contact

Accomplishments

IT Manager for Town of Clarkdale, AZ

Designed and implemented a new 10GbE converged voice/data network. This was a ground-up project involving fiber optic and Cat-6 cabling; Cisco switches, routers, and phones; HP servers; and Microsoft Windows 2012/2016 Server backend (AD, Exchange, CA PKI, Hyper-V, Systems Center, SharePoint, etc) with Vista based desktops and laptops.

Systems Management Architect

Architected, developed, and implemented a global workstation systems management solution. Utilizing Microsoft Systems Management Server, the solution managed 30,000 PC workstations at 42 Sites in the United States and Europe. After proposing the system and securing executive backing and funding, I developed the global architecture and hired and trained the team, who then implemented and maintained the system. With the solution in place were able to roll out critical security patches and application updates to all 30,000 systems overnight. The system also maintained a complete and current hardware and software inventory of all systems which was utilized for software licensing compliance reports and hardware inventory budgeting and control.

Enterprise Antivirus Solution

Utilizing the SMS infrastructure described above, the Systems Management team layered Symantec's Corporate Antivirus Solution onto the existing server hardware allowing global response to new virus threats to be completed within 90 minutes to all managed systems.

Desktop Release Manager

Accountable for the successful implementation of business critical, high dollar volume credit card processing system application updates. This included management of the testing and deployment activities for 37 applications updated nine times per year, often with overlapping timetables and testing requirements; coordinating application testing, feedback to developers, daily deployment of application updates into the development and test environments, final production deployment, and post deployment verification. This position required frequent reporting to executive management.

Member of the Intel Architecture Review Team

Primary responsibilities were the review and approval of all major projects with potential impact to the Enterprise architecture. Projects were reviewed for feasibility, applicability and suitability; compliance with corporate policies, full life cycle supportability, and scoping and funding impacts. This position also required frequent reporting to executive management.

Other Accomplishments

- Unattended on-demand application deployment system
- Disaster and recovery planning
- Global file/folder replication system – This in-house scripted system kept over 20,000 files and 10 GB of data in sync at all 42 major sites on a nightly and/or as-needed basis.
- Change Management Coordinator for the department
- Considered a “Key Personnel” for business critical operations

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Resume

Peter de Blanc
75 Western Avenue
Clarkdale, AZ 86324

office: (928) 634-0932
cell: (302) 562-3684
email: peter@FOURDLLC.com

Certifications

Microsoft Certified Systems Engineer (MCSE), Windows NT Server, NT Workstation, SMS, SQL, Windows 95, Network Essentials, TCP\IP, All Apple Hardware, 3 Com Wizard, A+

Work History

Current Contract Positions

**IT Manager
Local Government**

**Town of Clarkdale
Clarkdale, Arizona**

On acceptance of this contract, the town had several desktop PCs, one small server, and a rudimentary network. Town email was handled through dial-up email accounts. I designed and implemented a Cisco based converged voice/data network and installed new Windows 2008 servers on the back end with a standard Vista based desktop on the front end. Since this was a completely new network, I took the opportunity to implement some of the latest technology such as 10Gb Ethernet, and a completely virtualized server farm. Virtualizing all production server instances provided a great way to manage disaster recovery. Instead of backing up the contents of a server, the entire server instance was copied periodically to an off-site location. In the event of a disaster, these server copies could be started in just a few minutes restoring full production capabilities.

05/05-12/06 MBNA was purchased by Bank of America. Prior to the transition, people were given the opportunity of Voluntary Severance. I had planned on moving to Arizona after completing my career at MBNA, so I accepted the offer. I used this time to renovate some real estate investments, prepare for the move, purchase a home in Arizona and sell my East Coast home. After settling in the new home, I began contracting work.

04/98-04/05 **Assistant Vice President
Desktop Computing**

**MBNA America
Wilmington, Delaware**

My last position at MBNA was as a Manager/Senior Systems Architect responsible for the Systems Management of all of MBNA's desktop systems. I developed a global Microsoft SMS 2.0 architecture consisting of 12 SQL servers, 42 sites, and 30,000+ desktop clients. I assembled and trained a team of nine people to manage the system. From a single, centrally managed console, we provided application installation and updating, security updates, OS patches and Anti-Virus updates, etc to all 30,000 workstations. In addition, we managed and

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coordinated the front-end application Release Management testing and deployment activities for 37 in-house developed multi-tier financial and customer contact applications, approximately nine major releases per year.

My prior positions at MBNA included evaluation and implementation of Enterprise Management toolsets like Microsoft MOM, BMC Patrol, SMS, HP OpenView, etc.; developing unattended application deployment, mostly utilizing tools in the NT resource kits, SMS, VB script and KIX32; planning, testing, and implementing the NT 4.0 to Windows 2000 desktop migration.

03/97-04/98 **Systems Engineer/
Project Manager**

**Pep Boys
Philadelphia, Pennsylvania**

Pep Boys was transitioning from Novell NetWare 3.x and 4.x environment to a Microsoft Windows NT environment. I was brought in to plan, design, and implement Windows NT and Microsoft Back Office products throughout the Enterprise, including Windows NT Server, Domain Controllers, WINS Servers, SQL Server, Systems Management Server (SMS), SNA Server, Internet Information Server (IIS), and related products such as IBM Netfinity, Tivoli, Lotus Notes, Lotus Domino, ADSM, Seagate Backup Exec, Argent Software's Quota Server, etc.

09/95-03/97 **LAN Administrator/
LAN Support**

**Inacom on contract to PECO Energy
Philadelphia, Pennsylvania**

- LAN Administration for 2500 user client/server based mission critical call center
- Manage user accounts, network resource assignments, LAN support and troubleshooting
- Novel 4.x NDS, Windows NT, OS2-Warp Lan Server Environments
- Windows NT, Windows 95, and OS2 Clients
- DB2/2, CICS servers, MS Mail administration, system configuration and tuning
- DB2 and REXX programming

08/92-09/95 **Network and Systems Administrator/
Service Manager**

**Amiable Technologies, Inc.
Philadelphia, Pennsylvania**

- Maintain, support and expand a growing Mac and PC Ethernet WAN of 80 users/120 nodes
- Systems include 68K Macintosh, Power Macintosh, Mac OS 6, 7, 7.5; 486 and Pentium PCs, DOS, Windows, Windows for Workgroups, Windows NT, NT Server, Concentrators, Hubs, Bridges, Routers, Dot Matrix, Inkjet, and Laser Printers, plus a plethora of software packages
- Factory certified to service Apple, Dell, IBM, and HP hardware; A+ Certified
- Create and implement company-wide procedures, structures, and systems
- Provide End-user training and support
- My last project was the design and implementation of a cross-platform Oracle RDBMS
- Accountable for support and continued satisfaction of 5000+ end-users in a vertical market
- Manage and train a team of five Support Specialists in a help-desk type environment
- Design and implement a database to manage problem tracking and to gather call statistics

Amiable Technologies was a vertical market software developer in the Sign Making/Graphics Industry. I started the Product Support Group to provide timely support for a fast growing user base and to maintain our internal systems. After successfully creating a self-sufficient support department, I began to work on refining and reengineering our internal systems and structures.

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1987-08/92 **Macintosh Computer Consultant**

**the Macintosh Specialist
Philadelphia, Pennsylvania**

In 1987 I went in business for myself as a Macintosh computer consultant providing custom database design and programming, network design and installation, end-user training and support, and software and hardware recommendations. I also sold and supported Medical and Dental Practice Management Systems.

01/89-06/90 **Sys-Op for IBM 3090 Mainframe**

**Towers-Perrin (TPF&C)
Philadelphia, Pennsylvania**

-OS's used: VMXA, VM/HPO and MVSXA
-Additional: CMS, DB2, ORACLE, XEDIT, REXX, JCL, ISPF, SDSF, ZEKE, VTAM, NETMASTER, RSCS, PVM, etc.

In January of 1989, I decided I wanted to learn about mainframe computers so I went to the Data Processing department at TPF&C with the intention of exchanging my time on a volunteer basis for mainframe computer training. I was asked to take the Wolfe Computer Programmers Aptitude test on which I received a perfect score. TPF&C offered me a full-time position as an SYS-OP, which I accepted.

11/83-10/87 **Manufacturing Plant Manager**

**Bush Refrigeration
Camden, New Jersey**

- CAD engineering/drafting of all custom refrigerators produced
- Created and maintained accurate costing models of all products
- Responsible for managing and training the 8-10 factory workers
- Streamlined production for more profit and higher product quality
- After sales service and support.
- Company inclusive cost analysis projects
- Software development for monthly department reports
- Trips to problem installations to create equitable solutions and satisfy customers

Bush is a national commercial refrigeration equipment retailer. While in the Operations department, I created a computer program to automate much of the paper work in the company. I also worked on job costing spreadsheets and other data analysis projects. In November 1986 I was promoted to Factory Manager in Bush's custom cooler shop, where I increased efficiency and profit margins.

Education: University of Delaware and Drexel University, Computer Science Major
Central High School, Philadelphia (the second oldest public high school in the US)
Landmark Education: Developers of Effectiveness, Communications, and Management programs

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Hardware Skills List

- Computers: IBM, Dell, Compaq, Gateway, DEC, HP and other PC compatibles and clones, Servers, WinTel, Intel, Apple Macintosh and others.
- Printers: Hewlett Packard (HP), NEC, Lexmark, IBM, Apple and others.
- Scanners: Hewlett Packard, UMAX, Microtek, Epson, Panasonic, LaCie, Apple, Logitech and others.
- Backup: Tape Backup Systems, Digital Linear Tape (DLT), Digital Audio Tape (DAT), SyQuest, ZIP Drives, RAM Drives, DCC., 9 Track Reels, Storagetek, Various Cartridge Systems, and others.
- Networks: Cisco CCME, converged voice/data, Ethernet-Thick, Thin, 10BaseT, 100BaseT, 10GbE, Cat 3, Cat 5, Cisco, 3COM, DLink Linksys, Intel, Infrared, Wireless, FDDI, Fiber, Hubs, Routers, Bridges, Switches, Repeaters, Gateways, etc. Novell NetWare, Windows NT, AppleTalk, EtherTalk, TCP/IP, PPP, SLIP, LAN, WAN, ISDN, T1, 56K Leased Lines, Modems
- Plotters: Roland, Graphtec, Summagraphics, Hewlett Packard (HP), Mimaki, Gerber, Mutoh, ENCAD, and others.
- Misc.: Tablets, Color Matching Systems, Multimedia, Projectors, Joysticks, MIDI, Video, etc.

Software Skills List

- Operating Systems: Windows Vista & XP, Windows 2008 and 2003 Server, All prior versions of Windows, Apple Macintosh, Mac OS, DOS, Novell, OS2 Warp
- Business Applications: Microsoft Office, Word, Excel, Power Point, Outlook, Access, Entourage, Works, FileMaker Pro, Illustrator, Acrobat, Quark, WordPerfect, various PIMS, and literally hundreds of other software titles.
- Backend: HyperV, Exchange, SMS, SQL Server, HP Openview, Tivoli, BackupExec, Argent Quota Manager, NAV, NAVCE, DB2, ADSM, WINS, DFS, MOM, Systems Center, BMC Patrol, etc.
- Summary: Exposure to a wide variety of platforms and software has enabled me to quickly learn the basic principles of operation of new systems and software. In turn, this skill allows me to quickly gain proficiency with unfamiliar hardware and software.
-

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Ida-Meri de Blanc – Managing Partner, User Education, Protocols, Productivity

Educational Background:

University of the Arts, Philadelphia, PA: Bachelor of Arts

Distinctions, Inc: Trained and certified program leader for “Learning to Work in the 21st Century”™

Landmark Education: 35 CEUs for the curriculum including communication, leadership and management skills

Mission Control Productivity: Productivity, Effectiveness and Time Management training

Volunteer Experience:

Landmark Education, Well-Being Group Volunteer, 2012 - present

Town of Clarkdale, Planning Commission, 2012 - present

COG Water Company, Sedona: Secretary, Board of Directors, 2007- present

Conference for Global Transformation: Committee Chair, 2003 - 2007

Philadelphia 4th Police District Advisory Council, 1996 – 2006

Friends of Dickinson Square, Board Member, 1986 – 1996

Skill Set:

Microsoft Office Suite: Excel, OneNote, PowerPoint, Publisher and Word

Outlook and SharePoint

Productivity, time management and organizational expertise

Purchasing, Sales and Customer Service Management

Training and managing a team for effective communication and collaboration

Writing/editing for clarity and effectiveness

Awards and Commendations:

United States Information Agency

Philadelphia Police Department

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John Staltari – Field Technician

Certifications:

Computer maintenance (A+), Network +

Supporting & Maintaining a Windows NT Server Network

Implementing, Installing, Configuring, and Administering Windows 2000 Professional and Server

Interconnecting Cisco Network Devices (CCNA)

Microsoft MCP Certified

Cisco CCNA Certified

Comp/TIA A+ and Net+ Certified

Hardware:

Building desktop and server computer systems

Maintaining/repairing Compaq/HP servers and SAN hardware

Installing hardware and performing system upgrades

Troubleshooting and repair hardware problems on both PC and laptop computers

Very proficient with HP desktop and IBM/Lenovo laptop hardware

Building and configuring large and small scale networks

Deployed and maintained Xerox WorkCentre MFP devices

Software:

Installing, maintaining, configuring and troubleshooting all Windows O/S Platforms, which include Windows Desktop OS, Windows Server, Microsoft Office Suites, Microsoft SQL Server, Microsoft Exchange, Microsoft Terminal Server

Various Linux operating systems including: Red Hat 8, 9, RHEL 4 and 5, Fedora, Ubuntu, and Debian

MAC OSX, Mac Office 2004 and 2008

Third party applications including: ICOMS, Citrix client, VNC, Norton Antivirus Corporate Version, Samba Server, Norton Ghost, AutoCAD application suite, Veritas Backup Exec and NetBackup, GFI Mail Security and Essentials, Remedy, Infra Enterprise, WSUS

McAfee Enterprise products such as Antivirus, ePO Server and client management applications VMWare Server, VirtualBox, Microsoft Virtual Server and Virtual PC

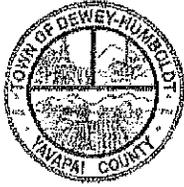
Remote access and management tools such as RDP, Offer Remote Assistance, SMS 2003 and SCCM 2007

High proficiency to learn new software intricacies

Good understanding of Web programming technologies including HTML, JSP and ASP

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Exhibit J –Original RFP Attached (See next 25 pages)



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

NOTICE AND REQUEST FOR PROPOSAL FOR ENTERPRISE TECHNICAL SUPPORT

| Item | Important Dates |
|-------------------------------|--|
| Distribution of RFP | By March 17, 2017 |
| Proposal Due Date | 12:00 p.m. Local time, Tuesday, April 11, 2017 |
| Contract Award | Tuesday, April 18, 2017 |
| Implementation and Conversion | June/July 2017 |

Return Proposals to: Town of Dewey-Humboldt
Town Clerk's Office
2735 South Highway 69, P.O. Box 69
Humboldt, AZ 86329

The Town of Dewey-Humboldt (the "Town") seeks Enterprise Technical Support services in compliance with these specifications. Competitive sealed proposals for these services will be received by the Town Clerk's Office at the above specified location, until the time and date cited.

Proposals must be submitted in a sealed envelope clearly marked on the outside: "RFP for Enterprise Technical Support". Any proposal received at the wrong location, unsealed or after the time specified will not be accepted and will be returned unopened. It is the proposer's responsibility to assure proposals are received at the above location on or before the specified time.

Work Summary. The Town currently maintains on-call contracts for enterprise technical support, with internal staff providing assistance when able. The Town has determined that a review of the services offered by qualifying providers is appropriate at this time and is requesting proposals from qualified information technology and telecommunications providers that can provide the Town with above standard, flexible Enterprise Technical Support including, but not limited to enterprise server, remote connection, desktop management, training, software management, IT security, and telecommunications services. The successful bidder will be awarded an information technology and telecommunications service contract for the term stated in the RFP.

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

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

Equal Opportunity: The Town is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit proposals on this solicitation.

Goal of the RFP Process. The Town's goal is to enter into a contract to obtain required Enterprise Technical Support in the most efficient and cost-effective manner available. The Town is firmly committed to an ETS program which will provide the following.

- o Enterprise server support;
- o Keep technology equipment and website working well;
- o Desktop management;
- o Software management;
- o Training;
- o Data security and backup;

DATED: _____

TOWN OF DEWEY-HUMBOLDT, ARIZONA

Publications Date(s)

/s/ _____
Judy Morgan, Town Clerk

**IMPORTANT
PROPOSER'S CHECK LIST**

- [] 1. The proposal has been signed in the Section IV. (Proposals not signed in this section will not be considered.)
- [] 2. Authorized Signature Form is enclosed.
- [] 3. The proposal prices offered have been reviewed. (See Section 1.15.5)
- [] 4. Any required descriptive literature or other information has been included.
- [] 5. The Contract Time and/or schedules have been included.
- [] 6. Any addendums have been included/noted in Offer Section. (See Section 4.6)
- [] 7. The mailing envelope/package has been addressed to:

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

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

The Town of Dewey-Humboldt (the "Town") intends to purchase enterprise technical services in compliance with these specifications.

I. REQUIREMENTS FOR PROPOSERS.

1.1 Proposal Opening Date and Location: Proposals will be received in the office of the Town Clerk, Town of Dewey-Humboldt, 2735 South Highway 69, P.O. Box 69, Humboldt, AZ 86329, until 12:00 p.m., on April 11, 2017, at which time the names of the proposers will be opened and publicly read. Proposal prices will not be read. Late proposals will not be considered.

1.2 Proposal Documents Available: The Proposal Documents consist of four parts: I. Requirements for Proposers, II. General Conditions, III. Scope of Work, and IV. Proposer's Proposal (form). The Proposal Documents are available by contacting Mickey Moore, Accountant, telephone no. 928-632-7362, or via email at mickeymoore@dhaz.gov.

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

1.4 Proposal Form: Proposals must be submitted only on the proposal form. All proposals must be submitted in a sealed envelope clearly marked "RFP for Enterprise Technical Support".

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

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

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

1.8 Public Record: All Proposals submitted in response to this solicitation and all evaluation related records shall become property of Dewey-Humboldt and shall become a matter of public record for review, subsequent to proposal opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Dewey-Humboldt in Proposals submitted, and the information sought to be protected clearly marked as proprietary. Dewey-Humboldt will not ensure confidentiality of any portion of the proposal that is submitted in the event that a public record request is made. Dewey-Humboldt will provide 48 hour notice before releasing materials identified by the proposal as confidential or proprietary in order for the proposer to apply for a court order blocking the release of the information.

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

1.10 Proposal Acceptance Period: All proposals shall remain open for 90 days after the day of the opening of proposals, but Dewey-Humboldt may, at its sole discretion, release any proposal prior to that

date. No Proposer may withdraw his Proposal during this period without written permission from Dewey-Humboldt.

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

1.12 Proposer Registration: Proposers shall register with the Dewey-Humboldt Contact person, Mickey Moore, at 928-632-7362 to make arrangements to receive notice of Addenda to this RFP. All addenda will be posted on the Dewey-Humboldt website at www.dhaz.gov.

1.13 Proposal Bond: None required.

1.14 General Evaluation Standards:

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

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

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

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

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

1.14.5 Waiver and Rejection Rights. Dewey-Humboldt reserves the right to reject any or all Proposals or to cancel the solicitation altogether, to waive any informality or irregularity in any Proposal received, and to be the sole judge of the merits of the respective Proposals received.

1.15 Proposal Preparation:

1.15.1 Format. Proposers shall submit their Proposal with an original and 2 copies and shall be submitted either on the forms provided in this RFP or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

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

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

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

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

Brief Description of the Proposer's Firm

- A. Office location
- B. Length of time in business
- C. Total number of employees and number of local employees
- D. Names of principals, their disciplines, and Arizona registration, if applicable.
- E. Services provided by the firm
- F. Experience in providing similar services within the last 2 years
- G. Three (3) references

Subcontractors:

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

Project Team:

List those individuals who will do the work on this Contract. Provide the following information for each team member:

- A. Team assignment
- B. General qualifications
- C. Any project experience directly relevant to this Contract while with this firm
- D. Indicate current work load and *certify* that no team members will be substituted without prior approval from Dewey-Humboldt.

Relevant Experience:

Include brief descriptions of Services completed by the project team that directly relate to this Contract. Information requested includes client, locations, description of services, budget, and dates during which services were provided. Current client contact and telephone numbers for each project are also requested.

Approach:

Demonstrate the understanding of the Services and the steps you will undertake to accomplish the task. Discuss the firm's unique ability, if any, to professionally provide project management services.

Pricing; Schedule of Fees

Pricing shall be listed on the Schedule of Fees. Prices quoted shall be applicable during the entire term of the Contract and shall be provided at a per hour rate for all services to be provided. All charges associated with this Proposal **MUST** be shown on the Schedule of Fees form and will become applicable for the entire term of the contract, including renewals.

Additional Services/Pricing:

The Proposer is strongly encouraged to offer optional services or make recommendations to enhance the technical capabilities of the Town and to provide pricing for such items

and products. Proposed pricing for additional items, services and products should be noted on the Schedule of Fees form or a separate attachment to Proposer's submittal document. Once the contract has been awarded, the Contractor will not be permitted to charge the Town for any service that is not clearly identified in terms of cost and detail within the original proposal to the Town. The only exception to this limitation will be if the Town specifically requests an additional service that was not identified in the RFP or in the Contractor's proposal.

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

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

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

1.16 Inquiries

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

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

1.16.3 Submission of Inquiries. All inquiries shall be submitted in writing and shall refer to the appropriate RFP, page and paragraph. Do not place the RFP information on the outside of the envelope containing that inquiry, since it may then be identified as a Proposal and not be opened until after the Proposal due date and time. Dewey-Humboldt shall consider the relevancy of the inquiry but is not required to respond in writing.

1.16.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Proposal due date and time. Failure to do so may result in the inquiry not being considered for an RFP Addendum.

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

1.17 Request for Taxpayer I.D. Number and Certification IRS W-9 Form. Prior to any Contract Award, the I.R.S. W-9 Form must be completed and submitted to the Town's Finance Department.

II. GENERAL CONDITIONS

2.1 Contract Term; Renewal. The Contract term commences upon execution of the Contract and shall be effective for a two-year period, with the option to renew for a maximum of three (3) additional one-year terms, subject to the written approval of the Town Manager and Contractor. Any contract entered into pursuant to this Request for Proposal must be accepted in writing by the Proposer within ten (10) days after receipt.

2.2 Bonds: None required.

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

2.4 Protests: A proposer may protest a solicitation or a contract award by filing a protest in writing with the purchasing officer not less than 72 hours before the closing date and time of the solicitation, or within 72 hours after issuance of a notice of apparent low responsive and responsible bidder, or a notice of intent to award. The protest shall include the following information: (1) the name, address and telephone number of the protester; (2) the signature of the protester or its authorized representative; (3) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.

2.5 Evaluation Criteria. Proposals will be evaluated using four sets of criteria. Proposers meeting the mandatory criteria will have their proposals evaluated for both qualifications and price. The following represent the principal selection criteria that will be considered during the evaluation process.

A. Mandatory Criteria.

(a) Proposers shall adhere to the instructions in this Request for Proposal to prepare and submit the proposal.

(b) Proposers shall demonstrate knowledge of:

- Principles, applications, and techniques of electronic data processing systems;
- Computer systems design, programming and operations;
- Computer hardware and software systems planning and technical support functions;
- Organization, management, and control of complex computer equipment and data processing facilities.

(c) Proposers shall demonstrate ability to perform all tasks and responsibilities set forth in the Scope of Work.

B. Expertise and Experience. Proposers shall provide information and documentation of the following areas of expertise and experience:

(a) Successful experience with other municipalities.

(b) Demonstrated ability to perform requested services on a consistent, above standard basis.

(c) The primary contact shall have some combination of experience and education leading to the ability to perform the Mandatory Criteria, which typically includes three years of technical experience in directing a major program in a large scale data processing facility and a bachelor's degree in mathematics, business administration, computer sciences or a related field. Other combinations of experience and education that meet the minimum requirements may be substituted.

III. SCOPE OF WORK

The Contractor shall perform the following services:

- Establish guidelines and programs for effective information technology management; Provide data processing services required by the Town;
- Recommend long-range and short-range management information systems plans and ETS budgets to Town management;
- Make recommendations on major systems development and research projects;
- Participate in Town-wide strategic discussions for planning, development, and design of information needs;
- Research management information systems hardware and software including applicable vendor applications, data base management, and operational control packages;
- Set policies to ensure privacy data and security of data processing facilities;
- Establish guidelines and programs for effective database management utilization;
- Keep the servers, desktops, website, and phones of the Town working well, with a target problem resolution time of less than 48 hours 90% of the time and an emergency response of less than 2 hours 80% of the time;
- Consult with and advise Town program heads on information technology management needs and problems;
- Demonstrate continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality seamless citizen service.

IV. PROPOSER'S PROPOSAL

4.1 Proposer's Proposal: For the proposal opening April 11, 2017 for enterprise technical support services.

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

4.3 Conditions Accepted: The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents carefully, and that this proposal is made with full knowledge of the kind, quality and quantity of services to be furnished by signing this proposal. Proposer agrees to all conditions contained in the Proposal Documents.

4.4 Proposal Price: Pricing shall be set forth in the Schedule of Fees, which shall be attached to the Proposal.

4.5 Contract Acceptance: Proposer proposes and agrees that if this proposal is accepted, he or she will enter into a contract with the Town of Dewey-Humboldt within ten (10) days after Dewey-Humboldt's acceptance of this proposal at the listed scheduled price.

4.6 Affidavit: The following affidavit is submitted by the Proposer as part of this proposal:

The State of Arizona)
) ss.
Yavapai County)

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

That he/she has lawful authority to execute the within and foregoing proposal; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the Proposers, the parceling out to any Proposer or any other person of any part of the contract or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he/she has not and will not divulge the sealed proposal to any other person whatsoever, except those having a partnership or financial interest with him and said Proposer, until after the sealed proposal or proposals are open.

That Proposer has received and reviewed all Addenda Nos. _____ issued for this Proposal. (Proposer's failure to list all Addenda numbers issued shall be grounds for rejection of the Proposal).

Name

Title

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____, 20__, by

Notary Public

My Commission Expires:

TOWN OF DEWEY-HUMBOLDT, ARIZONA

AUTHORIZED SIGNATURE FORM

Dewey-Humboldt Contract: **Enterprise Technical Support**

Contractor Name: _____

WHEREAS, the Town of Dewey-Humboldt requires that Contractor execute documents necessary for the prompt and efficient execution of the business related to the CONTRACT;

NOW, THEREFORE, on behalf of the Contractor, I hereby declare that

(Name of Parties Authorized)

is/are authorized to execute and sign on behalf of said Contractor the following documents:

1. The CONTRACT
2. Change Orders
3. All other papers necessary for the conduct of the corporation's affairs and execution of the CONTRACT

The above-named person is granted the authority and duties herein referenced for the duration of the CONTRACT or until express notice of revocation has been duly given in writing, whichever is the lesser period. In the event Contractor is governed by a Board of Directors, a copy of the Resolution of the Board granting authority to said person(s) is attached hereto, and I hereby verify that such Resolution remains in full force and effect.

Name

Title

(Seal of Corporation)

STATE OF _____)
County of _____) ss.

I, _____ of the _____ corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, at a meeting of said Board held on _____, 20_____, and that the same is in full force and effect at this time.

DATED _____, 20_____.

(Officer of Corporation)

**TOWN OF DEWEY-HUMBOLDT
AGREEMENT FOR ENTERPRISE TECHNICAL SUPPORT SERVICES**

THIS Agreement is entered into as of this _____ day of _____, 2017, by and between the Town of Dewey-Humboldt, Arizona, an Arizona municipal corporation (the "Town"), and _____, an Arizona _____ (the "Contractor").

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

1. SERVICES AND RESPONSIBILITIES

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

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

1.3 Responsibility of Contractor.

1.3.1 Contractor shall tour the Services site and become familiar with existing equipment, software, and hardware prior to commencing the Services and notify Town of any constraints associated with the Services site and/or facilities.

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

1.3.3 Contractor shall designate _____ as Contractor Representative and all communications shall be directed to him. Key Contractor Personnel are set forth in Exhibit B, attached hereto and made a part hereof. "Key Personnel" includes those employees (managers, principals, and technical experts) who have significant responsibilities regarding the Services and Contract. Prior to changing the Contractor Representative or Key Personnel, Contractor shall first obtain the approval of Town, which will not unreasonably be withheld.

1.3.4 Contractor's subcontracts are also set forth in Exhibit B. Any modification to the list of Subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of Town.

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

1.3.6 Contractor shall coordinate its activities with Town's representative and submit its reports to Town's representative.

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

1.3.8 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all

notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of Town.

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

1.4.2 Town designates Mickey Moore as its Town Representative. All communications to Town shall be through its Town Representative.

1.5 Contract Term; Renewal.

Contract Term; Renewal. The Contract commences upon execution of the Contract and shall be effective for a two-year period, with the option to renew for up to three (3) additional one-year terms upon mutual agreement of the Town Manager and Contractor if the prices remain unchanged. The Town Council must approve renewal in all other cases. Any renewal shall be in writing and shall expressly state the prices for the services during the renewal term.

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

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. Compensation shall be on a "services provided" basis as set forth in in the Fee Schedule, Exhibit D, attached hereto and incorporated herein and shall not exceed \$ _____ for the Contract term.

2.2 Method of Payment. Payment shall be made monthly, within 15 days of receipt by Town of an invoice from Contractor, as set forth in this Section and in Exhibit D.

2.3 Monthly Statement. Contractor shall include with each monthly invoice, a statement listing the work done by specific task, including all services completed for which payment is requested.

2.4 Invoices. Contractor shall prepare monthly invoices and reports of services provided which clearly indicate the hours and services provided and the amount of compensation due by virtue thereof. All invoices shall be for services completed. Town reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the Services are completed.

2.5 The Contractor shall provide to Dewey-Humboldt its completed W-9 Form prior to receipt of any Compensation.

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

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. Town may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit E. If such changes cause an increase or decrease in Contractor's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of Contractor for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or

materials furnished by Contractor will be allowed by Town except as provided herein; nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

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

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town does not represent that coverage and limits will be adequate to protect Contractor. Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

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

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

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

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

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

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

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

responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

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

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

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

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

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

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

4.11 Required Coverage:

4.11.1 Commercial General Liability: Contractor shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claims and \$2,000,000 all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3 Vehicle Liability: Contractor shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Town, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Services in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify Town, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable including Town. Such indemnity does not extend to Town's negligence.

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

6. TERMINATION OF THIS AGREEMENT

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

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

7. ASSURANCES

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

7.2 Examination of Records. Contractor agrees that duly authorized representatives of Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions related to this Agreement.

7.3 Ownership of Document and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of Town unless otherwise agreed to by both parties. Town may use such documents for other purposes without further compensation to Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

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

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

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the

second violation, and \$1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Israel. Contractor/Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

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

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

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

DEWEY-HUMBOLDT:

CONTRACTOR:

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

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

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

8. SUSPENSION OF WORK

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

9. INTERESTS AND BENEFITS

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

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

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

10. ASSIGNABILITY

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

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

TOWN OF DEWEY-HUMBOLDT

By: _____
Terry Nolan, Mayor

ATTEST:

By: _____
Judy Morgan, Town Clerk

APPROVED AS TO FORM:

By: _____
Gust Rosenfeld PLC, Town Attorneys
By: _____

CONTRACTOR

By: _____
Its: _____

**EXHIBIT A
SCOPE OF WORK**

[ATTACH SCOPE FROM THE REQUEST FOR PROPOSALS – SECTION III]

^
^
^
^

**EXHIBIT B
CONTRACTOR'S KEY PERSONNEL AND SUBCONTRACTORS**

KEY PERSONNEL:

SUBCONTRACTORS:

**EXHIBIT C
SCHEDULE OF SERVICES**

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

EXHIBIT D
SCHEDULE OF FEES AND
PAYMENT SCHEDULE

A. Schedule of Fees:

B. Compensation

1. The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Attached hereto as Exhibit D-1 is Contractor's hours and fee estimate for the Project. Contractor's fee shall not exceed the amounts:

| Description | Amount |
|--------------------|---------------|
|--------------------|---------------|

C. Method of Payment

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

**EXHIBIT E
CHANGE ORDER**

CHANGE ORDER NO. _____

Distribution: TOWN OF DEWEY-HUMBOLDT []
CONTRACTOR []
OTHER []

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

_____ CHANGES:
The Agreement is changed as follows:

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

The original compensation was _____

Net change by previously authorized Change Orders _____

The compensation prior to this Change Order was _____

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

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

The Contract Time will increase by _____

ACCEPTANCE STATUS:

Contractor
By _____

Town of Dewey-Humboldt
By _____

Date _____

Date _____

STATE SOLE PROPRIETOR'S WAIVER (ATTACH)

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

MEMO

Date: April 18, 2017

To: Town Council

From: Victor Hambrick, Chair

Town of Dewey-Humboldt Planning Commission

Re: P&Z Rezoning Strategy Recommendation – existing zoning anomalies

On February 21, 2017, the Council adopted a list of Work Tasks for the Planning and Zoning Advisory Commission for the coming year.

The top priority on that list was the “Discussion regarding troubling existing zoning anomalies”.

Following a review of the problem areas at our meeting on March 9, 2017, the Commission directed staff to examine two issues for them, and bring the information to the April 6, 2017 meeting:

1. The Commission directed staff to provide any references within the Town Code and state statutes that govern the amendment of the zoning map (see attached).

At the Commission meeting of March 9, 2017, staff discussed at length with the Commission the process of amending the zoning map. The Commission is comfortable that they have reviewed and understand the material.

2. The Commission also asked staff to research if the zone change would affect any Tax value on the properties. Staff, in communication with the Yavapai County Assessor’s office learned that the change of zoning of a parcel would have no impact on the tax appraisal. It is a change of use, such as a splitting of the property, which would result in a re-appraisal and adjustment of the assessment.

Staff also informed the P&Z of the options of initiation of a zoning map. Pursuant to Town Code Section 153.022:

Any such proposed change may be initiated by the Commission, the Town Council or be petition and application of property owners.

At its April 6, 2017, meeting the Planning & Zoning Commission discussed this priority project and developed the following strategy to address the issue. The P&Z would appreciate an opportunity to present to Council the recommended strategy and seek direction from the Council for the Commission to begin carrying out this strategy.

Recommended Strategy:

The Planning Commission has formulated the following strategy to address the troubling existing zoning anomalies and recommends to Council the following steps be taken.

- Council should direct the Planning & Zoning Commission to work with staff to develop a zoning map amendment proposal for each of the 3 identified problem areas.
- The Commission should invite all of the property owners impacted by the rezoning proposal to meet with them at an upcoming Commission meeting to discuss the proposed amendments, to take their input and hear their concerns in advance of taking any concrete action toward amendment.
- Following the property owner's meeting, the Commission should direct staff in conjunction with the Town attorney to develop a zoning map amendment ordinance.
- Following review of the proposed ordinance by the P&Z, staff should schedule the public hearings that are required on the proposed zoning map amendment ordinance, one before the Planning Commission and one before the Town Council.
- Following the public hearing before the Planning Commission, they will provide a report and recommendation to the Town Council to be considered at the Council public hearing later.
- Following the adoption by the Council of the zoning map amendment ordinance, staff will work with the Yavapai County Assessor's office to assure the changes are incorporated into the County's digital zoning mapping system.

Brief Background of Zoning Regulation

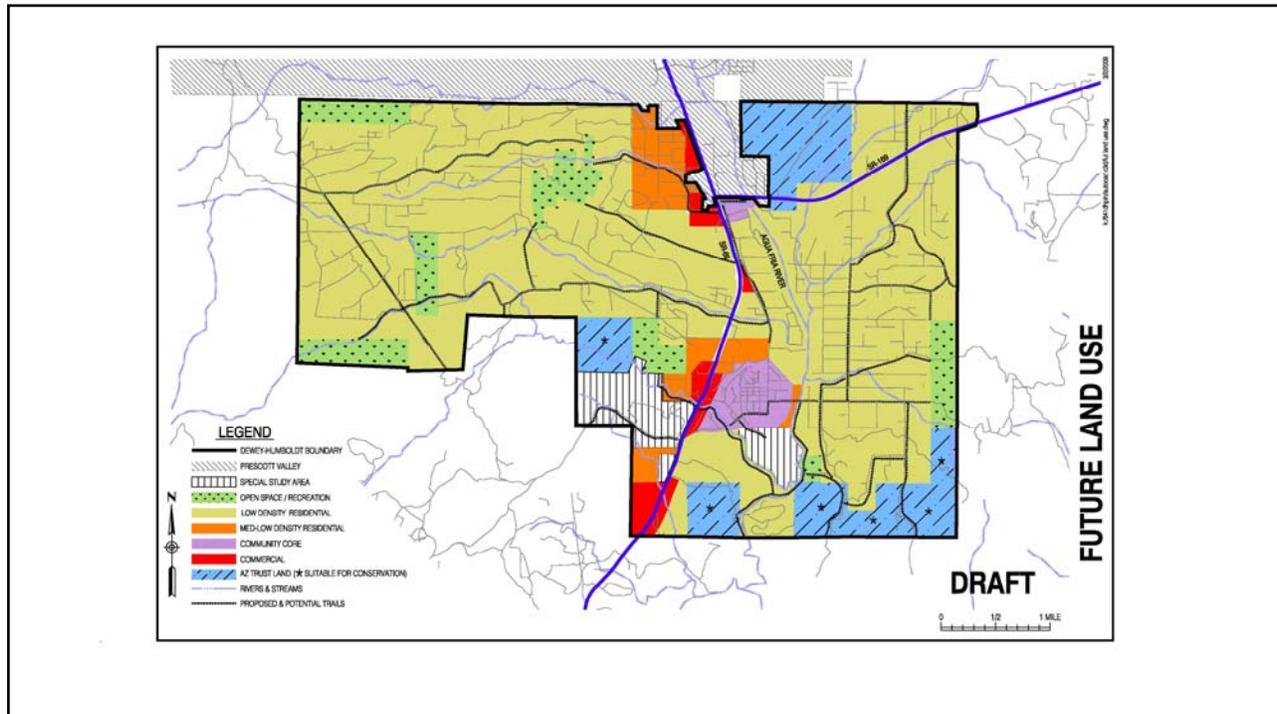
A.R.S. 9-461.05. General plans; authority; scope

A. Each planning agency shall prepare and the governing body of each municipality shall adopt a comprehensive, long-range general plan for the development of the municipality.

Includes:

1. A land use element that:

(a) Designates the proposed general distribution and location and extent of such uses of the land for housing, business, industry, agriculture, recreation, education, public buildings and grounds, open space and other categories of public and private uses of land as may be appropriate to the municipality.



A.R.S. 9-462.01. Zoning regulations

F. All zoning and rezoning ordinances or regulations adopted under this article shall be consistent with and conform to the adopted general plan of the municipality... A rezoning ordinance conforms with the land use element of the general plan if it proposes land uses, densities or intensities within the range of identified uses, densities and intensities of the land use element of the general plan.

Town Code:

§ 153.022 AMENDMENTS TO CHAPTER.

The Town Council may, from time to time, following public hearings and Commission report as prescribed by this chapter, amend, supplement or change the Zoning Regulations or Map. Any such proposed change may be initiated by the Commission, the Town Council or by petition and application of property owners.

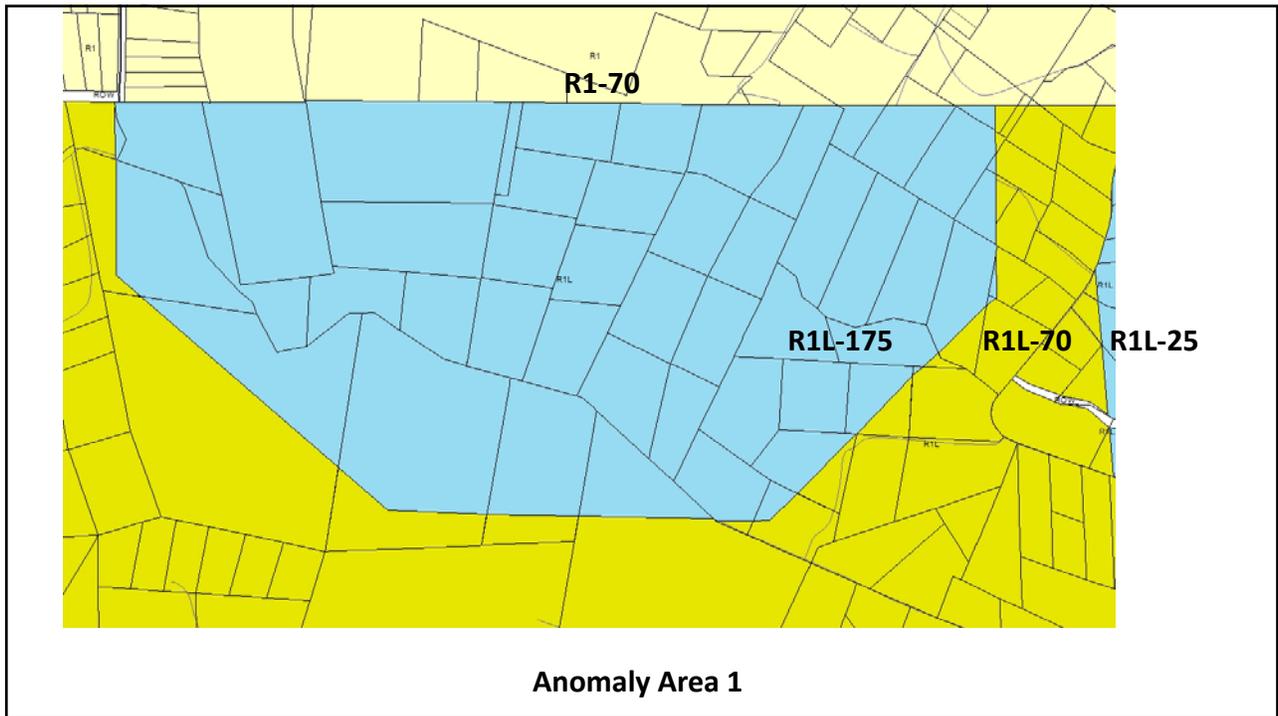
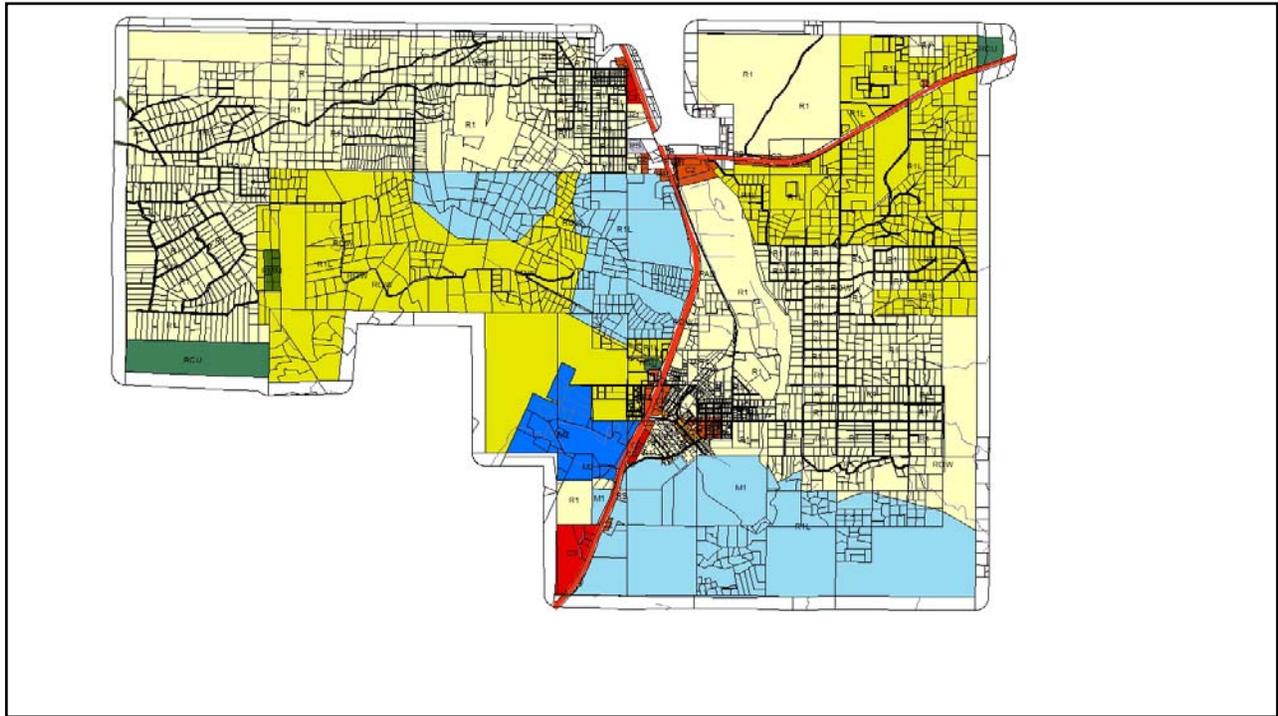
(C) Commission action. Upon receipt of any proposed amendment, the same shall be submitted to the Planning and Zoning Commission for a report. Prior to reporting to the Town Council, the Commission shall hold at least one public hearing thereon, after giving at least 15 days' notice thereof by publication (at least once) in a newspaper of general circulation in the county seat, and by posting the area included in any proposed zoning district change.

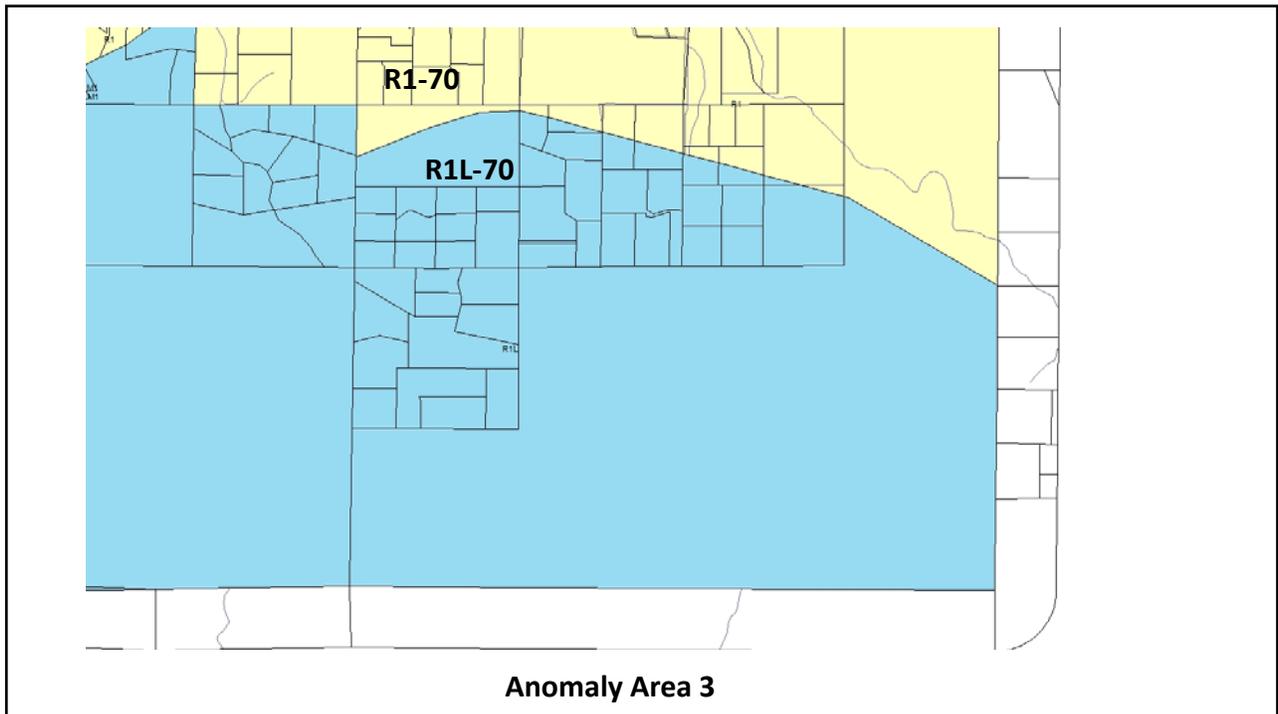
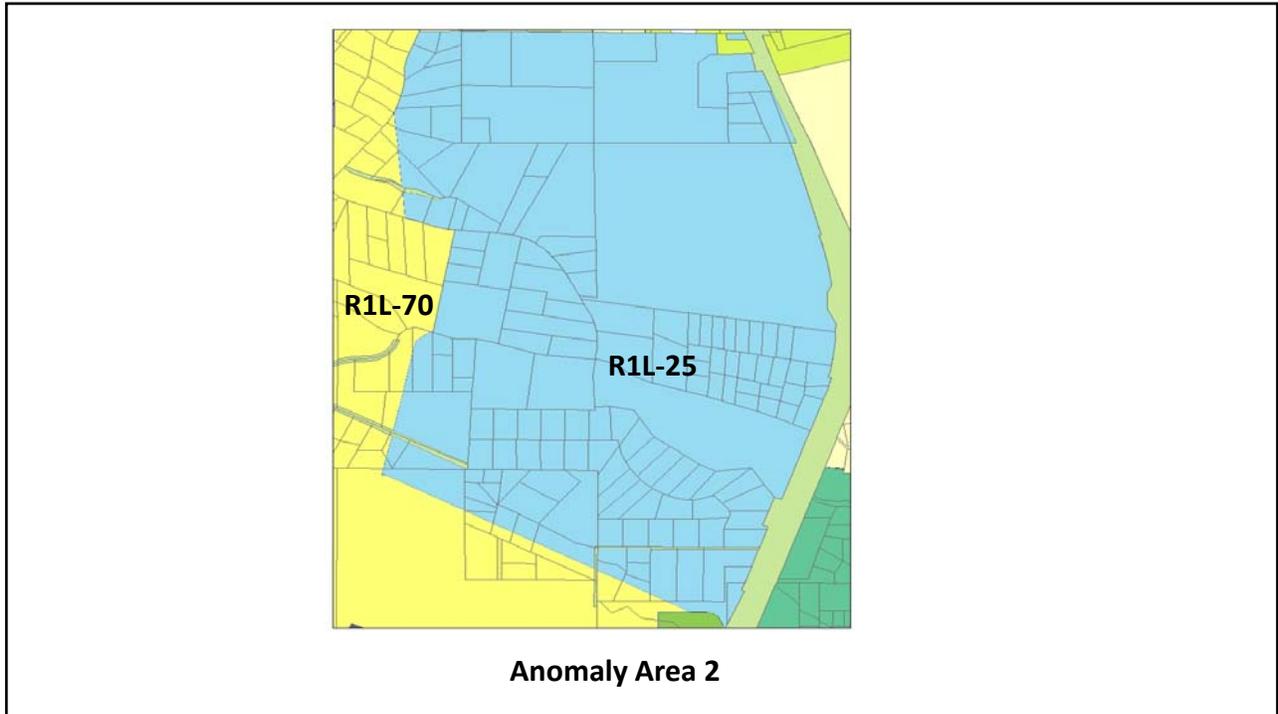
(D) Town Council action.

(1) Upon receipt of the Planning and Zoning Commission report, the Town Council shall, within a reasonable time thereafter, hold at least one public hearing after giving at least 15 days' notice thereof by publication at least once in a newspaper of general circulation in the county seat and by posting the area included in any proposed zoning district change. The hearing notice may be simultaneous with that of the Planning and Zoning Commission or at anytime thereafter. After the hearing, the Town Council may take appropriate action.

Protest:

(2) In the event 20% or more of the owners of property by area and number within the zoning area file a protest to the proposed change, the change shall not be made except by a three-fourths vote of all members of the Council. If any members of the Council are unable to vote on the question because of a conflict of interest, the required number of votes for the passage of the question is three-fourths of the remaining membership of the Council, except that the required number of votes in no event shall be less than a majority of the full membership of the Council.





Recommended Strategy to Address Troubling Existing Zoning Anomalies:

The Planning Commission has formulated the following strategy to address the troubling existing zoning anomalies and recommend to Council following steps be taken.

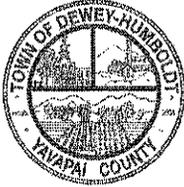
- Council should direct the Planning Commission to work with staff to develop a zoning map amendment proposal for each of the 3 identified problem areas, one at a time, starting with R1L-175 district in the center of Town.
- The Commission should invite all of the property owners impacted by the rezoning proposal to meet with them at an upcoming Commission meeting to discuss the proposed amendments, to take their input and hear their concerns in advance of taking any concrete action toward amendment.
- Following the property owner's meeting, the Commission should direct staff in conjunction with the Town attorney to develop a zoning map amendment ordinance.
- Staff should schedule the public hearings that are required on the proposed zoning map amendment ordinance, one before the Planning Commission and one before the Town Council.
- Following the public hearing before the Planning Commission, they will provide a report and recommendation to the Town Council to be considered at the Council public hearing later.

Following the adoption by the Council of the zoning map amendment ordinance, staff will work with the Yavapai County Assessor's office to assure the changes are incorporated into the County's digital zoning mapping.

RECEIVED

APR 13 2017

Dewey-Humboldt



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: 4-18-2017

Date of Request: 4-13-2017

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):

Request for approval of travel expenses at 2-day NACOG Regional Council mtg. in Williams, AZ.

Purpose and Background Information (Detail of requested action):

Travel expenses will include mileage and lodging. As representative for NACOG I am requesting Council's consideration to waive prior approval to 2-day meetings.

Staff Recommendation(s): ~~S~~

Budgeted Amount: \$250.00

List All Attachments: NA

Type of Presentation: Oral

Special Equipment needed: Laptop Remote Microphone

Overhead Projector Other: _____

Contact Person: Doug Treanor, Council member

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

TOWN COUNCIL REGULAR MEETING

April 18, 2017 – 6.30 p.m. Town Council Meeting Chambers

Agenda Item # 9.5. Discussion and possible action regarding the extension of the current Town Hall Lease.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: April 4, 2017

Summary:

The current Town Hall lease is expiring December 31, 2017. The lease allows 2 one-year extensions (see paragraph 2 of the attached lease). If council wishes to exercise the first one-year extension, we need to notify the Landlord immediately.

REAL PROPERTY LEASE AGREEMENT

THIS REAL PROPERTY LEASE AGREEMENT ("Lease") entered into this 22 day of October, 2015, by and between Humboldt Station, Inc., an Arizona Corporation ("Landlord") and the Town of Dewey-Humboldt, a municipal corporation of the State of Arizona ("Tenant").

1. Location of Leased Premises: Landlord hereby leases to Tenant that certain commercial property located at Suites 5, 10A, 11, 12, 13, 14 and 15 at 2735 S. Highway 69, Dewey-Humboldt, Arizona. ("Leased Premises").
2. Term of Lease:
 - A. The term of this Lease shall be for two (2) years and shall begin on January 1, 2016. Tenant shall advise Landlord, no less than six (6) months prior to the expiration of the initial term of this Lease whether Tenant wishes to exercise the first of two (2) one (1) year extensions as to the Leased Premises. Likewise, no less than six (6) months prior to the expiration of the first one (1) year extension, Tenant shall advise Landlord whether Tenant wishes to exercise the second one (1) year extension. In the event Tenant does not exercise either of the extensions, Landlord shall be entitled to assume Tenant does not wish to exercise the extensions.
 - B. The rates of the Lease extensions may be negotiated at the same time as the extension dates.
3. Rental Amounts:
 - 3.1 Tenant shall pay the amount of Four Thousand Four Hundred Eighteen Dollars (\$4,418.00) per month as base rent for the Leased Premises. This base rent includes all ad valorem taxes associated with the Leased Premises.
 - 3.2 In addition to the base rent, Tenant agrees to pay any local sales tax for rental of commercial property as may be adopted by the Town. The base rent and these and the local sales taxes shall be referred to as "Rent".
 - 3.3 Rent shall be due on the first day of each month and shall be deemed late if not received by the tenth (10th) day of any month for which Rents are to be paid. In the event the Rent is not received by the first day of the month, a five percent (5%) late fee shall accrue. If the Rent is not received by the tenth (10th) day of any month during the term of this Lease, an additional five percent (5%) penalty shall be charged.
4. Payment of Utilities: Landlord shall be responsible for, and shall pay the costs of the provision of water, sewer and trash service to the Leased Premises. Any and all other utilities shall be the obligation of Tenant, the bills for which shall be paid timely. In no

regard shall Tenant allow utility bills to go unpaid such that liens attach, from the utility provider, against the Leased Premises.

5. Repair of Existing Premises; Improvements. Landlord shall, at Landlord's sole expense, perform the following repairs prior to the effective date of this Lease:
- A. Bring the electrical wires in the rear of the Leased Premises into compliance with the electrical code of Dewey-Humboldt. Landlord shall permit Lessee access as needed to inspect the wiring for compliance with applicable electric codes.
 - B. Repair the Leased Premises by installing weather stripping or other remedies to make the windows and doors as weather resistant as possible.
 - C. Paint the outside of the Suites 11 and 12 of the Leased Premises, the porch posts adjacent to Suite 10A, and the trim adjacent to Suite 13 prior to January 1, 2016. Other painting of the outside of the Leased Premises will be performed as part of the maintenance requirements as set forth in Paragraph 13B of this Lease.
 - D. Repair the front walkway in the common area in front of the Leased Premises.

6. Tenant's Default:

- 6.1 The occurrence of any one or more of the following events shall constitute a default of this Lease by Tenant.
- A. The vacating or abandonment of the Leased Premises by Tenant.
 - B. The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant.
 - C. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, other than described in Paragraph 3.3, where such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than ten (10) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said ten (10) day period and thereafter diligently prosecutes such cure to completion.
 - D. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days; or the appointment of a trustee or a

receiver to take possession of substantially all of the Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of the Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days.

6.2. Landlord's Remedies In Default. In the event of a default by Tenant, Landlord may:

- A. Give Tenant notice of default at the expiration of five (5) days from the date of service of said notice. At the expiration of said five (5) days, if Tenant has not cured the default or breach, the term of this Lease shall expire. Said notice shall contain a statement of the facts constituting the default or breach by Tenant. Upon the expiration of the five (5) days, Landlord may terminate Tenant's right to possession of the Leased Premises by any lawful means, in which case Tenant shall immediately surrender possession of the Leased Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Leased Premises; expenses of reletting, not including any renovation and alteration of the Premises; reasonable attorneys' fees; the amount if any, by which the Rent set forth in Paragraph 3 for the period of reletting (up to but not beyond the initial term or any extended term of the Lease) exceeds the sum of the rent to be received from the reletting for such period; and that portion of any leasing commission paid by Landlord and applicable to the unexpired initial term or any extended term of the Lease; or
- B. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Leased Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under the Lease, including the right to recover the rent as it becomes due hereunder.
- C. Declare any personal property left on the Leased Premises to be abandoned to Landlord, at Landlord's option, in the event Tenant vacates, abandons or surrenders the Leased Premises or be dispossessed by process of law or otherwise, may be deemed to be abandoned at the option of Landlord
- D. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decision of the state in which the Leased Premises are located.

7. Landlord's Default:

- 7.1 The failure by Landlord to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Landlord where such failure shall continue for a period of ten (10) days after written notice thereof by

Tenant to Landlord; provided, however, that if the nature of Landlord's default is such that more than ten (10) days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commences such cure within said ten (10) day period and thereafter diligently prosecutes such cure to completion.

- 7.2 Tenant's Remedies In Default: Tenant, at any time after Landlord commits a default in his maintenance responsibilities under this Lease Agreement, may cure the default at Landlord's cost. If Tenant at any time, by reason of Landlord's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Tenant shall be due immediately from Landlord to Tenant at the time the sum is paid, and if paid at a later date, shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by Tenant until Tenant is reimbursed by Landlord. If Landlord fails to reimburse Tenant as required by this Paragraph 7, Tenant shall have the right to withhold from future rent due the sum Tenant has paid until Tenant is reimbursed in full for the sum and interest on it.
8. Landlord's Limited Right of Entry: It is specifically understood and agreed as between the Parties that this Lease is being executed for use of the Leased Premises by a municipality for the purpose of its offices. As such, and given issues of security and confidentiality inherent in such facilities, and the need for municipal accountability in that regard, the Landlord's right of entry in regard to the Premises is limited to inspection of the Leased Premises upon reasonable notice and only while accompanied by an agent of Tenant.
9. Nature of the Use of Leased Premises: Tenant shall, continuously during the term of the Lease, conduct and carry on activities within the Leased Premises consistent with its use as municipal offices of the various departments of the Town of Dewey-Humboldt. The activities taking place at the Leased Premises shall be conducted in a manner and at times as is necessary and appropriate to such facilities. In so doing, Tenant shall comply with all statutes, ordinances, rules, regulations and laws of all municipal, county, state and federal authorities now enforced or which may hereafter be enforced pertaining to the condition, use or occupancy of the premises. Tenant shall not use or permit the premises to be used in whole or in part for any purposes or use in violation of any laws, ordinances, regulations or rules of any public authority at any time applicable thereto.
10. Modifications/Alterations To Leased Premises: As municipal offices, the Parties recognize that certain alterations/modifications will be required in order to provide confidentiality, safety and security. Such alterations/modifications shall be made by Tenant and at Tenant's cost and during the term of this Agreement, or any extensions thereof, Tenant shall be responsible for the restoration of the Premises to its condition prior to such alterations/modifications unless Landlord specifically directs that the alterations/modifications remain. Landlord and Tenant recognize that certain improvements authorized by Landlord have been made to the Leased Premises prior to the effective date of this Lease Extension. Exhibits A and B set forth the previously approved improvements that may remain at the termination or expiration of this Lease

and those previously approved improvements that must be removed. In no manner and at no time shall Tenant be entitled to make any alteration/modification that compromises the integrity of the overall structure or in any fashion diminishes either the image or marketability of the development of which the Leased Premises is a part.

11. Exterior Modification: Tenant shall undertake no modification of the exterior of the Leased Premises, shall place no additional signage on or about the property, and shall locate no objects outside of the Leased Premises without the prior written consent of Landlord, such consent not to be unreasonably withheld. It is understood between the Parties that, at a minimum, both indicia of the presence of municipal offices upon the premises and the possible need for a location for the posting of police/public notices may be necessary and would be permitted. Beyond that, anything further will be addressed between the Parties on a case-by-case basis.

12. Common Facilities:

- A. Tenant and Tenant's employees shall use parking facilities as directed by the Landlord.
- B. Tenant's customers shall be entitled to enjoy the use of the parking area along with all other owners and occupants of the center which is served by the parking lot.

13. Maintenance Responsibilities.

- A. Tenant shall, during the term and extended term of the Lease and as its sole expense, keep and maintain the interior of the Leased Premises, including, but not limited to faucets, sinks, toilet, doors, windows, hardware, light bulbs, doors, trim, locks, glazing, interior walls and ceilings in good, clean and sanitary order, condition and repair, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of Landlord. Tenant shall also maintain air conditioning/heating units and electrical work installed by Tenant unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of Landlord. Tenant shall not permit an accumulation of boxes, papers, waste or other refuse matter in or around the Leased Premises.
- B. Landlord shall, during the term and extended term of the Lease and as its sole expense, keep and maintain in good condition those parts of the Leased Premises not the responsibility of the Tenant pursuant to Paragraph 13A, including but not limited to (i) structural portions of the Leased Premises such as the plumbing system, air conditioning, heating, and electrical systems that were either in place when the original Lease term commenced or replaced by Landlord, (ii) the air conditioning unit in Suite 5 (Sheriff's office), and (iii) the front walkway adjacent to the Leased Premises, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of Tenant.

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

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

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

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

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

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

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

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

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

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

Agreement. In the foregoing event, the Town hereby elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town from any other party to the Agreement arising as a result of this Agreement.

ENTERED INTO this 5th day November, 2015

LANDLORD:

Mark McBrady
Mark McBrady, President
Humboldt Station, Inc.

TENANT:

Terry Nolan
Terry Nolan, Mayor
Town of Dewey-Humboldt

APPROVED AS TO FORM:

Susan D. Goodwin
Susan D. Goodwin
Curtis Goodwin Sullivan Udall & Schwab, PLC
Attorney for the Town of Dewey-Humboldt