

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

Tuesday, August 1, 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.

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. Code Enforcement Biannual Activity Report #1.

5.2. Town Manager Transition – Projects or issues that need immediate attention of the Interim and/or Permanent Manager. Possible matters and projects are related to Town General Administration, Finance, Public Works, and Community Development.

6. Consent Agenda.

6.1. Minutes. Minutes from the July 11, 2017, Special Session Meeting.

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

public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Council members are forbidden by law from discussing or taking legal action on matters raised during the Comments from the Public unless the matters are properly noticed for discussion and legal action. A 3 minute per speaker limit may be imposed. The audience is asked to please be courteous and silent while others are speaking.

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

8.1. **Zoning Anomaly (split zoning) Issue: Planning & Zoning Commission report to Council and possible Council direction to submit a letter to the properties that have split zonings.** (directed at the April 18, 2017, Council Meeting)

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8.2. **2009 General Plan update: Planning & Zoning Commission Report to Council and possible Council direction to implement the update strategies recommended by P&Z.** (directed at the May 16, 2017, Council Meeting)

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

45

9.1. **Discussion and possible action to notify the Landlord of the Tenant’s wish to exercise its one-year extension from the Town Hall lease (Town Hall located at 2735 S. Highway 69, Dewey-Humboldt).**

55

9.2. **Resolution 17-128 Amending the 2009 General Plan related to clarifying the process for minor amendments to the General Plan.** Possible approval.

59

9.3. **Administrative Regulation: AR 17-02 Office Hours and Work Schedule.** Possible approval of the Administrative Regulation.

63

9.4. **Administrative Regulation: Amending AR 09-02 Cashing Handling.** Possible approval of the Administrative Regulation.

65

9.5. **Whether to allow handing out documents at a Council Meeting.** [CAARF submitted by CM Hamilton]

67

9.6. **Change AR No 10.07 [Policy for recruiting, hiring, and managing new employees] Section 3 to read: All recruiting efforts “for a permanent position” shall be... (see attachment)** [CAARF submitted by CM Hamilton]

69

9.7. **Ethics Complaint against the Mayor for violation of Town Code 30-109 Section E – Need for a legal ruling. (see attachment)** [CAARF submitted by Councilmember Hamilton]

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9.8. **Ethics Complaint against Victoria Wendt and Amy Timmons for violation of Town Code 30.109.** [CAARF submitted by Councilmember Hamilton]

10. Public Hearing Agenda.

THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.

11. Adjourn.

For Your Information:

Next Town Council Meeting: Tuesday, August 15, 2017, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, September 7, at 6:00 p.m. (August-Cancelled)

Next Town Council Work Session: Tuesday, August 8, 2017, at 6:30 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 Julie Gibson, 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 28th day of July, 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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Code Enforcement

Council Presentation

8/15/17

The Character of Code Enforcement in Dewey-Humboldt

- **Continues as Low Volume**
- **Remains Time Consuming**
- **Is Often Confrontational and requires skill in conflict resolution**

The Approach of Code Enforcement in Dewey-Humboldt

- **Complaint Driven Unless There is a Health or Safety Concern**
- **Involve Property Owner in Developing Abatement Strategy**
Which Includes Measurable Milestones
- **The Objective is Always Voluntary Compliance**

Case Study #1 -Unpermitted structure being used as residence.





Case Study #2 - Fence over permitted 4 height.





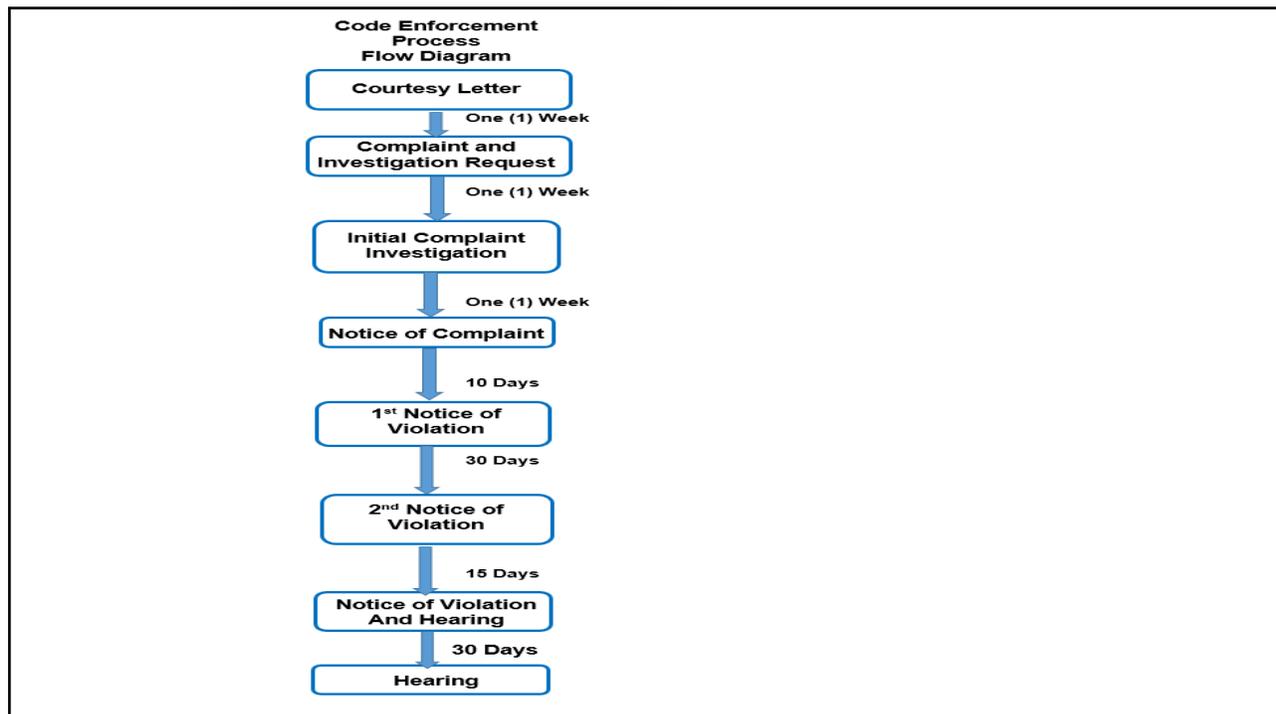
Before
Case Study #3 -Outside, unscreened storage







- **Notice of Violation and Hearing** is sent if prior attempts at voluntary compliance are unsuccessful, inspection verifies that violation continues to persist and no progress is made. A hearing date and time are set, and the property owners advised of the hearing, the procedure the hearing will follow and their rights to be represented by legal counsel.
- The Hearing is before the Town Hearing Officer and can be appealed to the Board of Adjustment/Council, (based on adopted rules and procedures.)



Abatement:

There are times when all our effort at voluntary compliance meet with total resistance. We've taken the civil prosecution to its conclusion and obtained a judgement from the Hearing Officer, but when the violation persists, and the Town determines to attempt abatement. Arizona Revised Statutes authorizes Cities and Towns to abate nuisances through an ordinance and established procedures.

We have developed a set of procedures for the Council to consider adopting into the Town Code, that would provide the Town the ability to abate the violation and assess the property owner to recoup our costs. Council has thus far, rejected these procedures.





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

TOWN COUNCIL REGULAR MEETING

August 1, 2017 – 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 5.2. Pending Projects/Issues that need attention

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: July 26, 2017

Summary: I have gathered the following list for the purpose the Town Manager transition.

Regional activities

1. The Quad-city Mayor/Manager Breakfast Meeting is held the third Monday of each month; location rotates among the four cities; hosting city/town usually pays.
2. County-wide Biannual elected officials /Managers luncheon. I had made arrangements with the Yavapai Prescott Tribe to co-host the Nov. 2017 Luncheon. Due to personnel changes at the Tribe, I have not been able to confirm the event. It was quoted at \$40/person at the Resort. I hope the new Manager can confirm the event. Mayor Nolan is familiar with the process.
3. Economic Development Efforts by the City of Prescott – in the past year, the city of Prescott has brought more focus to the area of economic development. Mayor/CMs and I were invited to attend activities that support their efforts. The most recent one is the concept of an innovation incubator in partnership with APS. I suspect that the new TM will be involved in this effort.
4. GPREP – I am on the Business Advisory Team (BAT) for the Greater Prescott Regional Economic Partnership. The BAT previously met on a monthly basis, but have not convened recently. Perhaps after an Executive Director is on board, the meeting will resume.
5. Superfund and EPA – I am the point of contact for EPA. I coordinate with EPA on the clean-up activities and their Council Reports. In 2016, the Town sent letters to Senator McCain's office to seek his support on the clean-up actions. Since then EPA has issued its latest Remediation Investigation (RI) report. EPA also cleaned up a dozen of contaminated residential yards lately. EPA's next visit to Town Council is August 15, 2017. The Town Manager can play an active role in facilitating the EPA's clean-up efforts, while making sure that the Town is getting the best result.
6. Community interaction regarding Superfund-At a recent Council Meeting, a resident urged the Council to hear Mr. Brian Beck's proposal of creating a zip code for the "contaminated" properties. I have met with Mr. Brian Beck and received a proposal for creating a separate zip code for a defined area that has contamination concerns. I spoke to EPA and they are not very excited about the proposal. I also met with the Yavapai County Assessor's office and its Staff did not think this action is necessary. Based on the information I received, I do not recommend Town proceeding with the proposal of a separate zip code. However, if the Council wishes to pursue this further, the next Town

Manager will have the information I have. A couple of staff members were involved in these discussions, Ed Hanks and Debbie Oberle. Mr. Beck's proposal is attached. There was also a concern that the Superfund designation has negatively impacted property values so much that real estate transactions were halted due to fear of the designation. According to YC Assessor's office, assessed values are typically lower for the properties with Superfund concerns. EPA communicates with the Assessor's office and they constantly update their database to adjust assessed values based on EPA's updates. Once the update is done, it takes a few years for the "stigma" to go away. I do not recommend Council poetically pressure the Assessor to adjust property values, like some may have suggested. The Assessor's office is happy to meet with Council. Perhaps the new Town Manager can arrange it.

7. University of Arizona's Superfund Research Program. I am on the Program's Advisory Board. The Board is seeking further Community involvement. UA reports to Council twice a year about the Research Program. I also coordinate UA's Town Newsletter submission. The UA Yavapai County Extension can provide good technical assistance on well water and other environmental programs. I have had a good relationship with the Extension and they were helpful when we designed the well-testing kit program. I encourage the new Town Manager to continue the relationship.
8. I am also the point of contact for a few other State Departments, such as the AZ Commerce Authority and the Department of Administration. I have made changes with several state agencies the last few weeks, but I am sure there are some I have not notified. The agencies will eventually make changes, if I have not reached out to them.
9. I will update the League of Cities and Towns contact information before I leave.
10. Governor's Groundwater Users Advisory Council (GUAC) - for the Prescott AMA. I was appointed by the Governor in 2014 to serve on GUAC for a ten-year term. After I resign, I encourage someone from the Town to apply for the seat vacated by me. Anyone who is qualified can serve. CM Hamilton attends all the GUAC meetings as a member of the public. He could apply, if he is interested. I do think it would be beneficial if someone from the Dewey and/or Humboldt area can serve on the GUAC.

Public Works

Road maintenance has always been the Council's primary focus. The Public Works Director, Ed Hanks, is directly managing these projects. The Town Manager needs to have a very good knowledge of them in order to direct or assist appropriately.

1. Property swap with Humboldt Unified School District. The Town Attorney and Ed have been conferring. The Town Manager needs to ensure execution of the swap.
2. Rural road standards as it relates to the Road Transition Policy.
3. Prioritize list of roads to be considered for emergency access. This item and Item #2 are tentatively scheduled for the September meetings. (Sorry that I can't see them through)
4. Dumpster/Clean-up days. The program is scheduled for the first week in September.
5. TM needs to ensure the implementation of the multi-year road maintenance plans.
6. The Public Works Department is the largest department. It has the largest operational budget and largest number of employees. Ed is efficient in monitoring public works-related funds. The Town Manager should be familiar with planned road maintenance projects. Most of the equipment purchase items for FY18 have been dealt with during the last few weeks, which would lessen the new Town Manager's initial workload.
7. Public Works is supposed to report to Council bi-annually.

Community Development

The Community Planner/Code Officer, Steven Brown, is directly managing the projects. The Town Manager provides supervision and direction before they reach Council.

1. General Plan update tasks – This will be a time-consuming and potentially political task. I recommend Council considering utilizing an independent consultant. The consultant fee is included in the Budget. Steven knows the details.
2. Split zoning issue next steps. The report is on tonight's agenda.
3. Necessary sign code revision. Based on the Supreme Court's ruling on Reed v. the Town of Gilbert, sign regulations can no longer be content based. Therefore, we need to update ours. We deal with a very small amount of sign-related applications. It may not be a priority for us at the beginning when most municipalities were waiting. It is time for the update. The Town Attorney and Staff are working on finalizing the changes. The sign code amendment requires two public hearings and the second hearing is before the Council. We expect the hearings in September. (Sorry that I can't see this through)
4. BLM /Bandit Way/Reed Star Mine access as relates to the secondary ingress/egress. Steven has made great progress on this. Steven and Ed are both closely involved in this project. The Town Attorney is involved to provide legal guidance. The Application still needs to be submitted. Private property owners would like the Town to take over maintenance, as well, which is something Staff will discuss with the Council. (Sorry that I can't see this through)
5. Code Enforcement - There are always challenging cases. I believe Steven and Don try their best to bring compliance. The Code enforcement process allows a hearing before the Hearing Officer, if all other means fail. The Hearing Officer's decision is appealable before the Board of Adjustment. Council was not interested in pursuing a Nuisance Abatement Ordinance (February 7, 2017 decision). A code enforcement report at the council meeting takes place every 6 months.
6. Animal related code of ordinance- Council has begun discussing possible amendments to the Code. The Planner, Town Manager and the Town Attorney can see it through under Council's direction.
7. Planning and Zoning Commission – P & Z is an advisory board to the Council and it is required by ARS. Attracting P & Z members has been a challenge. Staff resources will always be needed to support the P & Z tasks. I believe that the joint meeting between the P & Z and the Council is a great communication tool. At the last joint meeting, the Town Council and P & Z came up with a work list for the P & Z. The Town Manager is to supervise the list being implemented. I have attached the recent P & Z work list that was approved by the Council.
8. Zoning Administrator Responsibilities – As the Town Manager, I am also the Zoning Administrator. Planner, Steven knows when to approach the Town Manager for the ZA involvement. We have resolved a couple in the last few weeks. Currently there are no zoning administration matters that require the Zoning Administrator's involvement.
9. Firewise – Steven has done a tremendous job to coordinate the program and now it has made great strides under the Firewise Board's leadership. Both the Firewise Board and the Town Staff aspire for the program to sustain for the long run. The Town Manager has a role, as well, to ensure the long-term success of the program. In FY18, the Town authorized a Reimbursement Grant Program, the process of which has been designed and approved. Steven and other staff will implement the program for the Town. The Town also authorized a total of \$3600 in the FY18 Budget for Firewise purposes.

10. Building Safety – The Building Official, Don Roberts, has been out of the office unexpectedly the last couple weeks. He is expected to return in a week. We were able to find someone to temporarily take care of some inspection actions. During his absence, the current staff held out well. We also completed the hiring of the Community Development Technician position. Building permit reports before Council at least every 6 months.

IGAs/ Agreements. The Town has a number of IGAs and agreements. Most notable ones are:

1. YCSO public safety IGA is done for FY 17-18. The Manager plays a critical role to keep the contracted public safety services accountable. Public Safety agencies – Police, Fire, the Court – report to Council quarterly. I have scheduled the reports out to December 2017.
2. Library service IGA has been renewed for six years. Each year, the Library Director will discuss the coming year's fees with the Town Manager. The fees should stay with 5% increase from year to year.
3. Library lease has been renewed for six years (one year term initially and renew for up to 5 years). The Town is responsible for repairs up to \$1200 a year.
4. Town Hall Lease – The initial two-year term expires on December 31, 2017. The Lease is eligible to renew for two one-year extensions. The Landlord has been notified of the intention to exercise the one-year extension. It is also on tonight's agenda. The Town Clerk's office has all the lease documents.

Over the last few years, the Town has conducted a facility study and an in-house research (by the Building Official and Council members) of the town office spaces. The study and the research document are all on my desk and will be there for the new Manager. They are also available on town's shared drive.

5. With Mayer Meals on Wheels – Town agreed to donate \$4000 to MAMOW. Meals on Wheels will report twice a year before Council. I have denoted the report dates in the future meeting agenda list.
6. With DHHS – Town agreed to reimburse the DH Historical Society the museum lease (\$700/mon) in FY 18. Town agreed to provide \$2000 to support the Agua Fria Fest. DH Historical Society agreed to report twice a year before the Council. DHHS also agreed to report on the Agua Fria Festival. I have added them to the future agenda list.

Town also has a standing agreement to allow DH HS use Second St. ROW for museum storage and parking purposes.

Finance/Budget/Human Resources

1. The FY18 Budget is finished. Files are organized in the shared drive.
2. The Council is expected to appoint a new permanent Manager in FY17-18. The expenses related to the permanent Town Manager has been included in the FY18 budget. I used my final pay (after almost 6 years of service) and the allowances I receive to estimate the expenses of the new Manager. See the attached budget page. I also attached my employment contract for your use.
3. The new Town Clerk has been appointed and performs well so far. The Administrative Assistant position is vacant and I agreed to let the Town Clerk decide when to fill the vacancy. The position is in the budget and I recommend the vacancy being filled as soon as possible.
4. By the time I leave, I would have conducted Performance Evaluations or goal-setting sessions for all employees except the three Public Works workers. I hope that these evaluations can provide some valuable background for the new Manager regarding

employees' assignments and their strengths. I wanted to take a moment to thank town employees for their dedication.

5. The FY17-18 budgeted COLA and increases have been applied. Although I do not expect the need for more salary adjustment during FY 17-18, I wanted to bring your attention to the pay range that the Council adopted in 2011. This document sets the baseline for our compensation system. The pay range is attached.

Please note that the federal labor law increased the minimum salary level for salaried positions to \$47,476 in 2016. Currently, the Town Manager, the Public Works Director, the Planner and the Town Clerk are salaried employees.

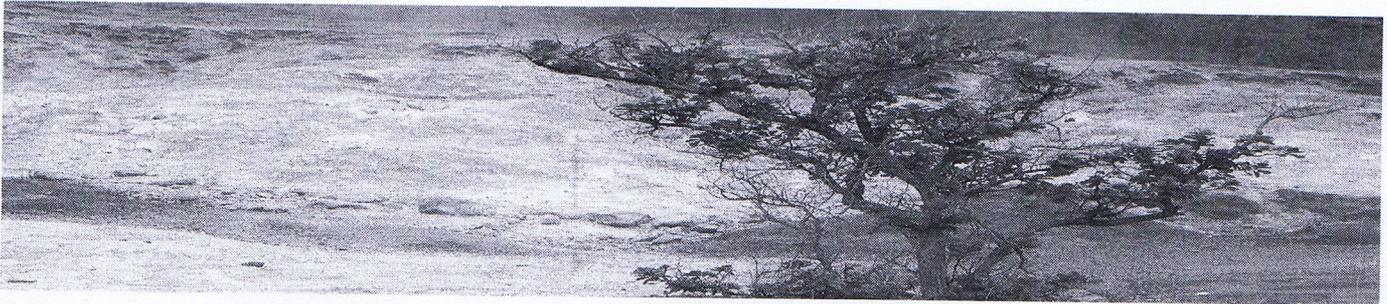
6. Drafted and completed the office hour/work schedule policy which provides a baseline for improvements and modifications by Council and the future Manager. It is on tonight's agenda. The schedule is well liked by employees; the Town Manager has to ensure services are not disrupted.
7. The annual audit is scheduled for the first week of September. The current Town Accountant is competent in handling the audit and we are expecting a clean audit.
8. Financial statement report is supposed to be made before the Council quarterly.

Miscellaneous

1. Newsletter. I contribute monthly to the Newsletter. I vet other submissions and also assist the Clerk with the final proofreading. The Clerk's Office has a SOP for the Newsletter thanks to the contribution of the former Town Clerk.
2. Attorney Communication - All letters sent by the Attorney's office are stored in my office. I copy Council when I receive them. I also mark up the invoices and make copies for the Council. The Attorney is appointed by the Council. Council has an Attorney Service Policy wherein the Town Manager is the point of contact for legal services. This can be changed.
3. Tentative Agenda List and Agenda Prep Meetings - We maintain a Tentative Agenda List. It is saved in the s: drive. Town Code provides for the agenda prep meetings. The Town Clerk and Mayor Nolan can fill the new Manager in on the list and the Agenda Prep Meetings.
4. Website - We launched the new website late June. Staff are capable with the updates. The Town Manager provides an extra set of eyes for inconsistencies.
5. Communication with Council, Staff and the Public - Each Manager will have his/her individual style. I will be happy to discuss what works well for me with the new Manager.

Enclosures:

Brian Beck Consulting LLC proposal;
P & Z work list (Feb. 14, 2017 Meeting Minutes) ;
Current TM Contract;
TM Expenses Budget Sheet;
Pay Range by Positions adopted by the Council



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May 1, 2017

**Yvonne Kimball- Town Manager
Dewey-Humboldt
2735 S. Highway 69, Suite 12
Humboldt, Arizona 86329**

**RE: Proposal to Assist in Development of a Plan for
Reduction in Iron King – Humboldt Smelter Superfund Impacts**

Dear Ms. Kimball,

Brian Beck Consulting, LLC (BBC) is pleased to be able to submit to the Town of Dewey-Humboldt (DH) a proposal for assisting DH in developing a plan for the reduction of the impacts from Iron King – Humboldt Smelter Superfund site (IKHS).

The impacts from the IKHS are more than just environmental from the exposures of metals and other contaminants to the population in and around DH. These impacts are mainly economic in the form of property values, inability to sale property and higher insurance rates. Most of current these economic impacts are derived from the previously undefined environmental impact of the IKHS and the way information from the IKHS is provided to public.

Once an environmental site is identified, it is generally listed in various databases that are made available to the public. These databases are routinely used by various private and governmental groups for development of various programs and funding budgets. Once a site has been listed and then cleaned-up, it is hard to get the site removed from the databases, which result in the lack of development and funding for areas in and around these sites.

For the IKHS, the United States Environmental Protection Agency (EPA) completed a major milestone with the completion of the Remedial Investigation (RI) Report (September 2016)

and changed the status of the IKHS. The purpose of the RI is the mechanism for collecting data to characterize site conditions, determine the nature of the wastes, determine the potential impacts and identify the potential risks/threats to the public.

The change of status of the IKHS is that the impacts have been defined and found to be limited in extent and mainly confined to the IKHS property boundaries and the overall threats/risks identified. The apparent residential impacts outside of the IKHS main area will be remediated (cleaned-up) by the EPA in 2017, as the subject property owners allow. If a property owner does not allow the EPA to clean-up the identified property, then the property owner takes the liability for the identified impacts and extends the limits of the superfund boundaries.

Under the regulations and laws (40 Code of Federal Regulations [CFR]), the EPA is limited in its ability to present information to the public: public meetings at/near the impacted site and postings on the EPA website. The wider public notification/education is left to the cities, counties and states, but they are not required to provide any such notification.

The way an initial discovery of a potential environmental impact is generally found during the purchase of a property, when a Phase I Environmental Site Assessment (Phase I or ESA) is conducted. An ESA is currently required to be conducted under 40 CFR Sec. 312 (ASTM E1527-13), which is the All Appropriate Inquiry (AAI) guideline for any industrial/commercial property. Residential properties could be required to have an ESA preformed, if the bank/lender believes that the property is near an impacted site.

Searches are generally conducted online and the databases are found in various regulatory agencies. For ESA work in Arizona, there are 16 federal, 8 state (Arizona) and 9 county databases. Additional databases exist for the cities of Tempe, Phoenix, Tucson and Mesa. These databases vary in the content and are prepared for the specific agency requirements. A number of these databases have very limited access directly from the public and these databases are generally available through a subscription. What is common to all of these searches and databases is sites of interest are located by zip code, specific address, county, and state. Only 6 databases use GPS locations, at the present time, for accurate site location for GIS applications.

Most banks/lenders and insurance companies have state wide maps developed on the ESA methods. Most cities and counties have similar databases/maps for their specific use. These databases and maps are used to develop property and insurance ratings.

The IKHS site has been listed in various databases for more than 18 years. At the present time, there is no mechanism that allows for rapid changes in status or conditions for any given database. It is not the responsibility of the EPA or the Arizona Department of Environmental Quality (ADEQ) to notify the database users/holders of changes.

MAIN ISSUES

Thus, the above presents the main issues:

- I. Banks and lenders use these databases to determine risks for loans to any given property. These institutions often will deny loans or determine higher interest rates for properties that have higher risks.
- II. Insurance Companies use these databases to determine insurance rates for any property, person or thing within the apparent impacted area.
- III. City, county and state agencies use the databases in planning for future developments (roads, residential development, utilities, etc.). In areas of environmental risks, planning and/or permits may not be considered for any given project.
- IV. Potential property buyers are also influenced by IKHS site definition.

Therefore, there is a need to develop a program to provide a written summary of the IKHS RI and to further define the limited extent of the potential impacts for updating the various databases and informing various users of these databases.

PROPOSAL

BBC's proposal is to assist DH in the development of program to change the databases and inform the necessary agencies of the recent changes to the IKHS status.

There is a three-fold approach to the address these issues:

- 1) DH needs to formally define the remaining properties impacted by the IKHS impacts as defined by the EPA in the 2016 RI.
- 2) DH needs to apply to the United States Postal Services (USPS) to obtain a new Zip Code just for the remaining impacted properties.
- 3) Develop a presentation and summary for the new definition of the remaining impacted properties. This presentation and summary then needs to be systematically made to:
 - a. Yavapai County Supervisors to have the Zip Code definition changed for the remaining impacted properties and have the county assessor adjust the property definitions for the 86327 and 86328 zip codes.
 - b. Make a presentation to the ADEQ to update it databases and webpages to the new defined environmental impact area.

- c. Send copies of the new definition and summary to all of the real estate groups/agencies within Yavapai County and to the major groups/agencies with the Arizona.
- d. Send copies of the new definition and summary to all of the head offices of the insurance groups/agencies within Yavapai County and Arizona.

Task 1

BBC see the needs for an hourly rate for task one in the assistance DH the definition of the remaining impacts from the IKHS. This would be at \$100 per hour (same rate as that used for the TAG). It is estimated that no more than 10 to 20 hours would be needed or a not to exceed sum of \$2,000.00.

Task 2

The paper work to complete the filing for a new Zip Code is expected not to exceed \$1,800.00, based on the same hourly rate as above.

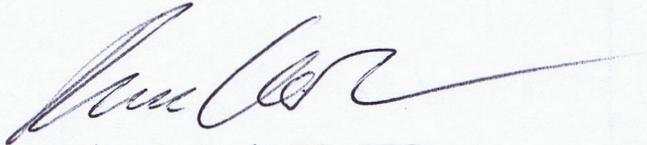
Task 3

Preparation of a presentation and summary will require direct input for DH staff to address specific DH concerns and issues. From previous experience in these preparations it is expected that 50 to 80 hours will be required and include at least 4 meetings with the various DH staff. Thus, this task would be expected not to exceed \$8,000.00.

Making the actual presentation can be done or to assist DH personnel, but will have to be performed on a time and material basis.

If you have any further questions, please call me at 928-525-6563.

Sincerely,



Brian A. Beck, PG, CRS

5.2. TM transition report /attachment 2- P&Z work list
**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
STUDY SESSION MINUTES
FEBRUARY 14, 2017, 6:30 P.M.**

A STUDY SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, FEBRUARY 14, 2017, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** The meeting was called to order at 6:30 p.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. **Study Session.** No legal action to be taken.

3.1. Town Clerk Office Functions Overview.

Town Clerk Judy Morgan gave a PowerPoint presentation covering an overview of the functions and responsibilities of the Town Clerk office, as provided in the meeting packet. Town Clerk Morgan highlighted the election process during her presentation.

Public Comment was taken.

Jerry Brady spoke on the fiduciary duty of the Town Council through Federal Laws.

**3.2. Talk about amending “Principles of Sound Financial Management” (POFSM).
[CAARF requested by Councilmember Hamilton]**

Councilmember Hamilton spoke on doing research to determine if fees can be arbitrary. A fee study that was performed showed the Town only covering about 40% of the cost. He recommended removing this from the Town Code since they are not doing a fee study. Make it straight forward and it can be moved forward to a regular meeting. How would the fees be changed over time? By the inflation rate? Arbitrarily by the Council? An average based on local municipalities’ fees. He did not see the need for change and felt the language about doing a fee study every three years should be removed from the Code.

Mayor Nolan recommended the filing of a CAARF to do this.

Councilmember Wendt inquired about Councilmember Hamilton’s determination that a fee study was not necessary. Councilmember Hamilton was not sure on the source of this.

Town Manager (TM) Kimball noted the POSFM required the fee study. Council updated this in 2016. The fee study requirement was removed then. Councilmember Hamilton explained he must have been looking at the old POSFM.

Councilmember Wendt questioned the reason for this. Town Manager Kimball explained the original requirement was a fee study every three years. There were a few other things Council reviewed. Staff surveyed surrounding municipalities to determine whether D-H is in line with the local area. Some fees have separate legal requirements such as magistrate fees. The change did not determine how they will review the fees. Staff already reviews this on a regular basis and will bring to Council’s attention if a difference is noticed, which is not an unusual method. The wording could be updated on why or when to review.

Councilmember Timmons inquired as to how the fees are determined, based on local area or similar size municipality? Town Manager Kimball explained that both are considered, but the personality of the Town has to be considered. Staff keeps track of the smaller local municipalities plus the County. The current building fees are the same as the County’s.

Councilmember Hamilton apologized to the Council for bringing the subject forth, realizing that it is now a moot issue.

Councilmember Wendt felt there was nothing wrong with reviewing the document and believes that it is sufficient to check with local similar-sized municipalities.

Councilmember Treadway agrees with simplicity.

Councilmember Hughes spoke of Don Roberts, Building Official, being the responsible employee and that it's what he does and he is good with that.

Public Comment was taken.

Jerry Brady spoke of an issue with unfunded liabilities of 60% of the roads; Prescott's public liability problems; Yavapai County being down about 42% for not properly accounting for unfunded liabilities; reviews of comprehensive General Plan; roads being health and safety issue; The need to go to the Federal Government to bring up to the federal standards; no banks will loan in Dewey-Humboldt. Town Manager Kimball responded that Dewey-Humboldt has no debt or liability. Prescott and Prescott Valley do have those liabilities. Dewey-Humboldt is a good steward for finance. She is not aware of financial austerity. Councilmember Hughes spoke on Mr. Brady providing some false numbers in his comment as Prescott Valley has no Fire Department and does not have that deficit. Councilmember Hughes noted Mr. Brady's comments were not related to the agenda item. Jerry Brady stated that Councilmember Hughes' statement is false.

3.3. Joint Council/P&Z Meeting regarding Planning and Zoning work list.

Planning and Zoning Commission members joined the Town Council at the table. Victor Hambrick, Jeff Siereveld, Richard Schauwecker and Luis Chavez introduced themselves and spoke on their backgrounds, to the Council. Council made their introductions and spoke on their community background as well.

Commission Chair Hambrick spoke on what the Planning & Zoning put together. They used guidance and firm direction on the list, adding, removing, approving and prioritizing the list. He gave an overview on each of the six list items P&Z is proposing:

- A. Establishment of volunteer group to provide assistance with compliance with code enforcement violations.
- B. Exploration of possible routes for providing permanent access across the Agua Fria River.
- C. Improvement Districts as mechanism for improving private roads that are proposed to transition to public.
- D. Review and discussion of Town General Plan Circulation Element and challenges to implementation.
- E. Discussion regarding troubling existing zoning anomalies.
- F. Discussion of General Plan Update process and alternatives.

Councilmember Wendt spoke on liking the first listed item – help from the community for code enforcement issues.

Councilmember Hamilton is not sure if this falls under P&Z issues, thinking it appears to be more of a Council issue.

Community Planner (CP) Brown explained that P&Z could work on a strategy to develop this group.

Councilmember Hamilton asked who takes on the appointment to this committee. The Town, Council or P&Z Commission? Community Planner Brown spoke of the intent being P&Z.

Chair Hambrick spoke of the Council deciding whether these six items are good for direction or if they want the commission to go another direction. He also recommended that not all solutions would be decided tonight. Every issue on the list is time consuming. Council would need to make a prioritized list. He suggested that the Town road issue could be removed while the Council considers other options regarding this.

Councilmember Hamilton would like the Commission to work on Items C and E, with Item F not being a priority, Item D and F after that. Commissioner Hambrick agreed with Councilmember Hamilton.

Community Planner Brown's suggestion is Item E, as there are areas of Town where zoning development is not clear, overlay of shapes are not according to property lines.

Mayor Nolan spoke on multiple zoning lines on single properties. The General plan only has a few years before redo or readopt. Would like to see it redone. Give P&Z lead-time to do that development.

Councilmember Wendt feels Item D needs to be looked at as there is danger in Blue Hills for fire issues, look at liability and secondary options for getting out of the area in an emergency. Mayor Nolan spoke on a situation in California that took days to evacuate.

Councilmember Treadway felt all the items merit consideration. All good, Item E strikes him as important.

Councilmember Hughes would place Item B last on the list. There are paved roads on both sides, other ways in and out. Costly to establish. That money could help those on unpaved roads.

Councilmember Hamilton spoke of past council addressing that issue. It would be about a million dollars and require the Corp of Engineers' involvement.

Mayor Nolan spoke of this being a historic crossing and if a bridge were constructed it would no longer be historic.

Commissioner Siereveld gave an overview of the bridge idea.

Community Planner Brown asked about Item A and where it sits on the list.

Mayor Nolan thinks it is important. P&Z could come up with a plan on how to deal with it. Community Planner Brown asked for consensus. Councilmember Hughes and Councilmember Wendt both agreed with this idea.

There was discussion regarding Open Meeting Law requirements and other details involving the development of such a group. The purpose of this was for Council to consider what the Commission has come up with. Councilmember Hamilton spoke that if the appointment by Council then Open Meeting Law requirements would apply. If P&Z creates the committee then no OML would be necessary. It was compared to the Firewise committee, where the citizens are empowered to establish and conduct the group.

Community Planner Brown asked if other Commission members had any input.

Commissioner Schauwecker spoke of the original intent to reach out to elderly or financially challenged, to mend problems. He spoke of the plan not being fine-tuned yet. He recommended possible grant application to fund this organization or the Town could

appoint or recruit volunteers for help on these violations. Commissioner Schauwecker also inquired about another board that was just established and spoke of thinking that the Board of Adjustment (BOA) would have been more appropriate for P&Z to handle. Commissioner Chavez agreed with Commissioner Schauwecker.

Mayor Nolan spoke on how to vet people to avoid liability.

Community Planner Brown reminded that is was just an idea and wants to know if council wants P&Z to look at it, or not.

Councilmember Treadway felt the concept was good but there were many intangibles to consider. If Council wanted to consider the idea, then discussion at a later Work Session would be a good idea.

Councilmember Hughes spoke that it appeared all were in agreement on Item A – more research and background would be necessary, requesting the Town Manager to bring this research back to Council. Doesn't need to fall under P&Z.

Mayor Nolan spoke of possibly expanding the purpose to help the older people who don't have a code violation.

Commissioner Chavez recommended considering who oversees it.

Town Manager Kimball spoke of actually seeing how this fits under P&Z responsibility. If Council wants it to be addressed through the Council and Staff, that would be fine too. Town Manager Kimball became aware there is a Clean Town Committee in the code already. This could be the solution.

Town Clerk Morgan explained the history of the Clean Town Committee.

Town Manager Kimball would like to investigate the committee and come back to Council with suggestions or, if Council wants, move forward on recruiting and appointing to committee. She suggests a non-Council appointed committee like Firewise.

Councilmember Hamilton is against reinstating that committee. More in favor of "Firewise"-type committee.

Councilmember Wendt asked if it would be possible to incorporate this into the Firewise.

Community Planner Brown explained this is not the type of cleanup envisioned by Firewise, as the issues involved debris not scrub (defensible space).

Chair Hambrick spoke that it appears the proposed priority order would be Item E/Zoning Anomalies; Item D/General Plan Circulation secondary access; Item F/General Plan since it is three years out. Zoning anomalies correction shouldn't be a burden of the property owner. The P&Z Commission agreed.

Councilmember Hamilton generally agrees, but if there were legalities then the Town wouldn't get involved in lawyer fees for individual property owners. Commissioner Hambrick responded that there would be zoning challenges only, there is no charge to correct zoning.

Community Planner Brown currently can only offer that they rezone their property and the pertaining cost for that.

Public Comment was taken

Jerry Brady spoke of a risk pool coverage for sending private people onto private property for municipal work. He asked about fire safety insurance for emergency access or using

people to clean scrub/Firewise property. There may be no liability today, but if there were an incident like Yarnell there would be uninsured liabilities.

Mayor Nolan inquired of the Council if they had any further direction for the P&Z Commission.

Councilmember Treadway spoke of the P&Z's plate being full with the five identified issues.

Mayor Nolan thanked the P&Z Commission for their work.

Community Planner Brown reminded Council that on February 21, 2017, they would have the opportunity to appoint a couple more Commissioners to the P&Z Commission.

4. Special Session. Legal action can be taken.

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

Mayor Nolan stated he did not think it necessary to hold another meeting, there was Council consensus.

5. Adjourn.

The meeting was adjourned at 7:59 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk



Town Council, Management and Legal

ACCT#	DESCRIPTION	General Revenues: Local & Shared	General Revenues: Fines & Fees	General Fund Existing Cash Fund Balance	HURF Revenues	HURF Fund Existing Cash Fund Balance	Grant Effort 2017	2017 Total Estimate	NOTES
10-413-4000	Salary Town Manager	\$ 80,088	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,088	TM salary
10-413-4100	Allowances & Moving	\$ 8,560						\$ 8,560	TM Phone & Vehicle & initial moving
10-413-4110	Health Insurance	\$ 10,636						\$ 10,636	Health/Life insurances, Health Equity
10-413-4111	Dental & Vision Insurance	\$ 900						\$ 900	Delta Dental, Avesis Vision
10-413-4120	Retirement	\$ 9,611						\$ 9,611	ICMA 401A
10-413-4150	Medicare	\$ 1,162						\$ 1,162	ADP Payroll
10-413-4160	State Unemployment	\$ 280						\$ 280	ADP Payroll
10-414-4160	Workers Compensation	\$ 350						\$ 350	AMRRP
10-413-6010	Dues and Memberships	\$ 12,409						\$ 12,409	League of AZ Cities and Towns, CYMPO, NACOG, GPREP, APA, AZBO and ICC: Acronyms defined below
10-413-6020	Training & travel: Town Manager	\$ 2,100						\$ 2,100	ICMA, ACMA and Professional Development per contract
10-413-6020	Training: Council Individualized	\$ 11,940						\$ 11,940	Council to Annual League Conf., newly elected official training, routine representations and individual trainings
10-413-6020	Travel: Town Manager interview(s)	\$ 2,500						\$ 2,500	Travel expenses for Town Manager candidates to attend interviews(at Council discretion)
10-413-6020	Training: Boards, Committees and Commissions	\$ 1,000						\$ 1,000	Planning & Zoning Commission, Board of Adjustment, etc. training registration and travel
10-416-5001	OSP Town Attorney	\$ 51,175						\$ 51,175	Municipal legal services
TOTAL		\$ 192,711	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 192,711	

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is entered into this ___ day of ~~October~~, 2011 between the Town of Dewey Humboldt ("Town") and Yvonne Kimball ("Kimball") under the following terms, conditions and obligations.

In consideration of the mutual covenants contained herein, the Parties agree as follows:

1. EMPLOYMENT AND DUTIES

1.1 Town employs Kimball and Kimball accepts said employment subject to the terms and conditions of this Agreement, Section 30.030 of the Dewey – Humboldt Town Code ("Town Code"), and to the supervision and direction of the Common Council of Town ("Town Council"). Kimball shall carry out the duties set forth in Section 30.030 of the Town Code, comply with applicable laws of the State of Arizona and perform such other legally permissible administrative and executive duties as required by her position or assigned to her by Town Council.

1.2 Kimball will devote her working day to the business of Town, it being recognized and agreed that the position of Town Manager is full-time and that she will hold no other positions for monetary gains without approval of the Town Council.

1.3 Kimball shall be an exempt employee under the Fair Labor Standards Act and is therefore not eligible for overtime.

2. TERM

2.1 This Agreement commences on January 3, 2012. Kimball, as Town Manager serves at the pleasure of the Town Council and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the Town Council to terminate the services of Kimball as Town Manager, with or without cause pursuant to section 4 and 5 of this agreement.

2.2 In the event Kimball voluntarily resigns as Town Manager, Kimball shall give the Town Council sixty (60) days' advance notice unless the Parties agree otherwise.

3. COMPENSATION AND BENEFITS

3.1 Town shall pay Kimball an annual salary of Seventy Thousand dollars (\$70,000.00). Payment shall be in equal biweekly installments by direct deposit. At the discretion of the Town Council, the annual base salary may be reviewed either as part of the budget process or by other action of the Town Council. As a result of the review, the decision to increase or not increase the compensation of Kimball is solely within the discretion of the Town Council.

3.2 In addition to the salary and benefits described in Paragraph 3.1 of this Agreement, Kimball will receive the following benefits:

A. Town-provided benefits provided to exempt employees, which currently includes the following:

ICMA-RC 401 (a) retirement account: The Town provides a 2-to-1 match of up to 12% for an employee contribution of 6% (for a total of 18%). The Town does not participate in Social Security or the Arizona State Retirement System. An employee-funded ICMA-RC 457 plan is also available.

After 30 days from commencement of work as set forth in Paragraph 2.1, health (2 plans: one high deductible plan a Health Savings Account), dental, life (\$20,000 from Town, employee paid up to \$300,000), and vision insurance paid by the Town for the employee only (dependent coverage available at employee's expense), supplemented with a Health Savings Account contribution by the Town of \$100 per month (if using the HSA-qualified plan).

Sick leave accruing at the rate of 2.7692 hours each pay period (9 days per year), available after 30 days from commencement of work as set forth in Paragraph 2.1.

Vacation leave accruing at a rate of 4.6154 hours each pay period (15 days per year), available after 30 days from commencement of work as set forth in Paragraph 2.1.

One personal day and 10 holidays.

Off-site training (conferences, etc), on-line training, professional membership dues, civic club dues and associated travel, not to exceed \$2100 per fiscal year.

Hours of Work: Kimball will devote her working day to the business of the Town, it being recognized and agreed that the position of town manager is full-time and that she will hold no other positions for monetary gains without approval of the Town Council. Notwithstanding the full-time nature of Kimball's duties, she shall conduct her work hours as an executive employee, thereby giving to Kimball the discretion as to her actual time and place of work which may include occasional working after regular work hours and on holidays. Such executive obligation will include the privilege that Kimball also has the discretion to absent herself from Town offices for personal reasons, provided that the operations of the Town will not suffer and that she can be reached on short notice.

The Town Council reserves the right to modify the benefits currently provided to its exempt employees.

- B. A vehicle allowance in the amount of \$3600 per fiscal year.
- C. A telephone allowance in the amount of \$80.00 per month.

3.3 For transition assistance, Town agrees to reimburse Kimball for qualified moving expenses, not to exceed \$5000.00 upon presentation of itemized receipts.

4. **TERMINATION.** For the purpose of this agreement, termination shall occur when:

4.1 The Town Council votes to terminate Kimball as the Town Manager at a duly authorized public meeting by an affirmative vote of the Town Council with all seven (7) members present.

4.2 If the Town reduces the base salary, compensation or any other financial benefit of Kimball, unless it is applied in no greater percentage than the average reduction of all other employees, such action shall constitute a breach of this Agreement and will be regarded as a termination without cause for severance purpose.

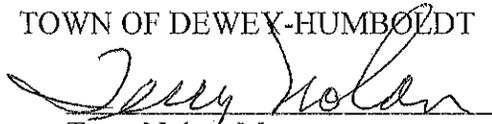
4.3 If the Town Council or citizens act to amend any provisions of the Town Code or Ordinances pertaining to the role, powers, duties, authority, responsibilities of Kimball's position (Town Manager) that substantially changes the form of government, Kimball shall have the right to declare that such amendments constitute termination without cause for severance purpose.

5. **SEVERENCE.** In the event that Kimball is terminated as defined in section 4 TERMINATION or is forced to resign by the Town Council during the time that Kimball is willing and able to perform the duties of Town Manager, then the Town Council agrees to pay Kimball a lump sum cash payment in full settlement of any causes of action, claims, damages, attorney's fees and costs arising out of the termination in the amount of three (3) months annual total base compensation. Prior to receipt of severance pay, Kimball shall execute a waiver and release of claims in a form satisfactory to the Town Attorney. If Kimball is terminated with cause, Town shall have no obligation to pay severance damages. "Cause" includes the following (i) failure to abide by applicable provisions of Town Code 30.030 Town Manager (ii) breach of this Agreement by Kimball, (iii) refusal to carry out a lawful direction of the Town Council made by the affirmative vote of the Town Council at a public meeting, (iv) conviction of a criminal offense, or (v) continuing to act in a manner that causes discredit to the Town after receiving notice from the Council that Kimball's actions cause discredit to the Town.

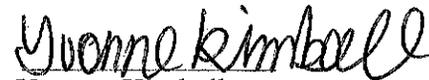
6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties and shall be governed by and construed in accordance with the laws of the State of Arizona.

7. CONFLICT OF INTEREST. This Agreement may be terminated pursuant to ARS Section 38-511.

TOWN OF DEWEY-HUMBOLDT


Terry Nolan, Mayor

TOWN MANAGER

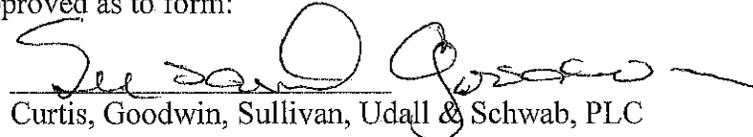

Yvonne Kimball

10-21-2011

ATTEST:


Judy Morgan, Town Clerk

Approved as to form:


Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By: Susan D. Goodwin

5.2. TM Transition report /attachment #5: salary ranges



TOWN OF DEWEY-HUMBOLDT SALARY RANGES *

POSITION	MINIMUM	MAXIMUM
Town Manager	\$51,429	\$72,000
Town Clerk	\$42,857	\$60,000
Admin Assistant	\$30,000	\$42,000
Senior Accountant	\$42,857	\$60,000
Accountant	\$38,571	\$54,000
Planner	\$47,143	\$66,000
Building Official	\$42,857	\$60,000
Public Works Supervisor	\$47,143	\$66,000
Public Works Equipment Operator	\$30,000	\$42,000

** EFFECTIVE JULY 1, 2011*

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
SPECIALSESSION MINUTES
JULY 11, 2017, 2:00 P.M.**

A SPECIAL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JULY 11, 2017, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** The meeting was called to order at 2:02 p.m. by Mayor Nolan.
2. **Roll Call.** Town Council Members Jack Hamilton, John Hughes, Doug Treadway, Victoria Wendt; Vice Mayor Mark McBrady; and Mayor Terry Nolan were present. Councilmember Amy Timmons was absent.
3. **Special Study Session.** Legal action cannot be taken.

3.1. Northern Arizona Council Of Governments Presentation on Community Development Block (CDBG) and Housing Grants available to Town [Presented by Isabel Rollins, CDBG & Housing Director, NACOG]

Isabel Rollins of NACOG gave a PowerPoint presentation that explained the Community Development Block Grant (CDBG) grant statistics and process. This is a U.S. HUD program that provides funds for housing and community development activities throughout the U.S. Arizona Department of Housing in Phoenix oversees the rural programs. There is a four-year rotation cycle and D-H is slated to receive the CDBG grant in 2019. There will be public hearings held in Fall 2018 to gather input; Winter 2018 Council will select the projects they wish to pursue; May 2019 applications are submitted. Only one project can be chosen, no multiple projects. Eligibility is based on meeting a 51% low to moderate-income population in the area of the project. Certain projects require income surveys to be conducted. Automatically qualifying criteria are normally those that involve senior citizen projects; disability improvements i.e. ADA. Income surveys are not required in these instances. Ms. Rollins presentation included overview of past D-H grants and examples of grant projects.

Councilmember Wendt spoke that as a new Councilmember, she is naïve to some of what NACOG does exactly. Being a 25-year resident she is aware of people who have lost their homes, possibly due to fire, or they are elderly and at risk of losing their homes or homeless. Ms. Rollins said they could get a NACOG application and be placed on the waiting list. The unfortunate truth is that there are not enough funds to help as much as needed. Greater needs are prioritized higher based on different factors. They also refer some people to U.S.D.A. Rural Development who have some funding for up to \$7,500 for seniors over 62 years of age. At times, they have asked local banks or foundations for assistance with small, quick repairs such as heating repairs. This can be accomplished on the NACOG website. Councilmember Wendt asked about emergency roads that need to be put in. Ms. Rollins explained that when it comes to roads, an income survey would have to be conducted for the people that would be utilizing the road. She also noted that the assistance could not be used for maintenance, it is meant for improvements. The grant is not available for private roads.

Councilmember Hamilton asked about the split of funds. Ms. Rollins explained that the NACOG region is four counties, Yavapai, Coconino, Apache and Navajo. The \$2M is divided by these four counties, with Yavapai getting the largest portion based on population.

Mayor Nolan asked if emergencies such as the need to make a home ADA-compliant for a wheelchair would qualify. Ms. Rollins spoke of these types of projects being tough to

meet. If she gets emergency funds this is the type of thing they try to accomplish. She spoke of Habitat for Humanity and Coalition for Justice Step-Up helping with some of these quick repair-type issues.

Mayor Nolan thanked Ms. Rollins for the information she provided.

3.2. FY 16-17 Financial Report (July 1, 2016 – June 30, 2017)

Town Accountant Moore gave an overview of the Financial Statement for 2016-2017, which was included in the meeting packet. Accountant Moore pointed out that there would still be a few expenses and revenue as they trickle in for the year-end. It would create a small fluctuation. Cash comes in at \$3.8M, HURF is at \$460K, and the line items look good as well as the percentages.

Councilmember Hamilton asked what the difference was in the amount taken in vs. the amount spent. Accountant Moore pointed out that on page 7 these figures were reflected at revenues of \$1.789M and expenses of \$1.519, which resulted in \$270K to the positive. Councilmember Hamilton thought this overage was supposed to have been spent down this year. Town Manager Kimball explained the bearing that HURF had on this figure. Public Works Director Hanks spoke of a one-time project being held up by ADOT work and some bills not having been received yet.

Mayor Nolan thanked Accountant Moore for her hard work.

3.3. Public Works Quarterly Report (April 1, 2017 – June 30, 2017)

Public Works Director Hanks gave a handout of his report to the Council and highlighted some of his projects. The completed fog-coat maintenance to 6.2 miles of road; chipsealed 6.85 miles of road; graded 8.5 miles in the fall and 8.5 miles in the spring; 140 tons of hot patched was placed on town-owned roads, of this 80 tons was placed on Old Black Canyon (OBC) Highway. One-time budgeted projects included additional fog coating; the CDBG project; and the previously mentioned OBC Highway hot patch repair. Director Hanks also described the completed flood control funded work and the in-house work and responsibilities performed on a regular basis. Detailed information on each of these projects were available in his handout. He also noted that Dumpster Days project would be repeated in September. Director Hanks has also been chairing the CYMPO-TAC meeting the last few months.

Councilmember Hamilton spoke of Director Hanks having accomplished a lot and it is appreciated, as roads are the most important thing in D-H. Councilmember Hughes and Mayor Nolan agreed with Councilmember Hamilton and commented on this as well.

Director Hanks spoke of seeing more in-house projects completed in the next year and less on-call. He also presented some before and after photos of completed projects on the bridge project; the CDBG project and a Foothills drainage project.

4. Special Session. Discussion and possible action. Legal action can be taken.

4.1. Intergovernmental Agreement with Yavapai County Flood Control District for FY 2017-2018. Possible acceptance, rejection or modification of the IGA.

Mayor Nolan asked Public Works Director Hanks if this is the same basic contract as previous years. Director Hanks said that it is. Last year was \$60K and it increased to \$65K this year.

Councilmember Treadway asked Director Hanks' ideas for projects this year. Director Hanks referenced eight years of projects at \$60-80K per year having been submitted two

years ago. He spoke of low water crossings that require rebuilding and a few streets that need culverts; these are specified projects for this year.

Councilmember Hamilton made a motion to approve the Intergovernmental Agreement with Yavapai County Flood Control District for FY 2017-2018, seconded by Councilmember Hughes. The motion was approved unanimously.

4.2. Discussion on forming a Town Policy for taking on town roads. [CAARF requested by CM Hamilton]

Councilmember Hamilton gave an overview of his CAARF.

Councilmember Treadway left the dais at 2:57 p.m. and returned at 2:59 p.m.

Councilmember Hamilton spoke of this matter being preliminary but he felt the need to get a discussion going and that he has questions such as his first one. Should the Town use eminent domain to gain road right of way? Is the Town going to keep this as a tool, or take it off the table.

Mayor Nolan spoke that he does not feel the Town needs to use eminent domain. You still have to pay for the survey, pay for the appraisal and pay for the property.

Councilmember Wendt feels it should only be used in extreme cases. She is not saying take it out; it may be necessary in the future. She spoke of needing the cooperation of the citizens and residents to have these roads and that is where it should begin, dialogue with the residents.

Councilmember Hamilton agreed that it should only be used as a last resort tool, with other ways being tried first. He spoke of a partial consensus, but a road policy needs to reflect a super majority of the Council approve things.

Mayor Nolan feels this is not necessary right now; everything may change by the time they need to do anything.

Councilmember Treadway agreed with Councilmember Wendt and Councilmember Hamilton that eminent domain is a last resort tool, could come down the pike.

Councilmember Wendt complimented Councilmember Hamilton on his excellent list and that he had a lot of good points, although she thinks it may be just a little early.

There was further Council discussion regarding land acquirement for new roads; the Town taking over private roads; the process that will be faced; and having Engineering look at this.

Councilmember Hughes spoke of the policies in place regarding private road transition being too extreme and the need to lower the standard a little to come up with a happy medium. He spoke of this project requiring some time and thought.

Mayor Nolan spoke of Staff already having been directed by Council to have Engineering look at this. Councilmember Hamilton spoke of Staff's time being wasted, if Council is not in agreement. He posed the question of whether a Town road has to connect to a Town road. Director Hanks confirmed this. Director Hanks spoke of many of Councilmember Hamilton's questions on his list being answered in the private to public transition policy.

Councilmember Hamilton spoke of the basics being covered. He wanted to get the ball rolling and continue at a later date. He asked Director Hanks if he needed more questions answered. Director Hanks spoke of taking the current road policy and revising it to come up with a standard for the whole Town.

4.3. Discussion and possible direction to Staff to negotiate a contract with a recruiting firm or qualified individual for the permanent Town Manager. [Directed at the June 30, 2017 meeting]

Councilmember Hamilton recommended going with a firm, rather than an individual, and preferred Slavin Management Consultants (SMI).

Councilmember Treadway recommended going with a firm and had a slight preference for SMI. He requested input from the other Council Members.

Councilmember Hughes noted that the two firms appeared to be within \$1K of each other, but he would go with SMI.

Mayor Nolan spoke of going with the "little guy", noting that he took our Town Manager from us and it is fair that he finds us a replacement. He deals with smaller towns and is cheaper.

Councilmember Wendt said she has no problem with either firm. She noted that SMI guarantees their work. She also had no problem with checking out the small town guy.

Mayor Nolan again supported the individual, rather than a firm, as he felt the individual would be more suitable for a small town like Dewey-Humboldt.

Vice Mayor McBrady recommended delaying the long-term process and allowing the ad they placed to run its course. Get the interim in place then move on to the next step.

Councilmember Hamilton spoke of this taking time; delaying it a month adds more interim expense. He disagreed with putting the process of replacing the permanent Town Manager position.

Mayor Nolan spoke that the Council will advertise but Council needs to get started on something.

Vice Mayor McBrady spoke of Council rushing into this and getting the wrong choice. There is cost involved one way or the other, interim or permanent. He supports Council handling the process that will result in them getting what they want, someone they can work with.

Councilmember Treadway spoke of Vice Mayor McBrady making some good points, however, CM Treadway read over some information from the League and they recommend not delaying the process, but being wary of an impulsive choice as well. CM Treadway would like time to formulate questions, research the firms and make an educated decision.

Mayor Nolan supported the information material received from the League as containing good and helpful information.

Vice Mayor McBrady supported Councilmember Treadway's statement and recommended having a Study Session to discuss what they want for background and experience. He noted Council is capable of doing this and the decisions should not be passed on to anyone else. Council needs to make the choice themselves.

Councilmember Hamilton spoke of there only being ads out for the interim position, not the permanent TM position. He spoke in support of the work the firms would do to recruit candidates.

There was further Council discussion about the pros and cons of a recruitment firm and the timeline of the two positions.

Councilmember Wendt believes that Council needs to get an Interim Manager in place who is well qualified so they can select a permanent Town Manger. The Interim Manager step needs to be taken first, and then look at full-time. She stressed that it will take a qualified person to run this Town. No member on the Council has the experience necessary to serve as Interim Town Manager.

Councilmember Treadway spoke of the pros and cons to both approaches, hiring a firm and hiring in-house. He spoke that the time required of the Council to handle this would be incredible. A recruitment firm could find the traits in a candidate the Council is looking for.

Mayor Nolan left the dais at 3:37 pm. and returned at 3:39 p.m.

Councilmember Hamilton clarified that the interim and full-time positions are two separate things. Both can be worked on at the same time and they are time sensitive. He spoke of not liking the process used previously during the Town Manager interview process, and he does not want to repeat that method.

Councilmember Wendt spoke of not needing fancy brochures. She is not saying to hire a recruiter, but get an interim in place first to keep the Town functioning while they look.

Councilmember Hamilton cited no Council majority on this issue and Council needed to move on.

4.4. Council decision on an Interim Town Manager [CAARF requested by CM Wendt]

4.4.1. Reconsideration of the action taken at the July 7 2017 meeting wherein Council voted not to enter into a contract with Interim Public Management, LLC.

Mayor Nolan asked Councilmember Wendt to explain her CAARF.

Councilmember Wendt spoke of her CAARF's Purpose and Background Information getting out a little too soon on her and she meant to strike the sentence regarding "past Council Members approached her and asked her to reconsider her vote". When they finished up last week and voted in favor not to go with IPM, she voted not to go with it. She cited her father as a very wise man who had a saying "penny-wise and pound foolish". She spoke of past Council Members who were present and some citizens who listened in. She looked at it as if the cost would be a great concern, she is still concerned about the cost, but she believes that it is more important to get someone in here who is qualified on a temporary basis, the work on getting a permanent Town Manager. She listed items of concern to her that will require extreme knowledge: 1.) The General Plan update 2.) Superfund site 3.) Right of way with the BLM 4.) Animal Ordinances 5.) Roads 6.) Budget 7.) New Town Clerk, requiring the support of an experienced Town Manager. Councilmember Wendt recommended reconsidering looking at the contract with IPM. An experienced Interim Town Manger will bring in fresh ideas and the Town needs somebody highly experienced to run this Town.

Councilmember Hamilton spoke of the fees involved with IPM and having issues with the contract. He supports finding a caretaker, someone local who can train and be informed on these issues. Work on the permanent Town Manager process, so we don't have to have an interim for long.

Councilmember Treadway spoke of Councilmember Wendt's persuasive argument. He noted the discussion and vote that took place last Friday and recommended

letting the ads run their course. At that point, if there is then no agreement, amongst Council, then contact IPM. He inquired what would be done with the applications received by the ad process. He does not like doing business like this. The Town doesn't need a Cadillac, when a Ford would serve the same purpose.

Councilmember Wendt spoke of becoming involved with the Town three years ago when she discovered that there were Codes and Ordinances that were not ratified and codified properly. If Council fails to hire a qualified individual to run this Town, there could be some very bad results. It will be a grave mistake if they do not bring in someone qualified. She said the applications that have come in could be sent on to IPM. Prior people (Councilmembers) who she spoke with outside at the last meeting acknowledged making mistakes during the last Town Manager hiring process. She supported going with a professional.

Councilmember Treadway cannot support spending the kind of money required to employ IPM. The Town could end up spending more on an Interim Manager than finding a full-time Manager. He does not find this a good way to do business.

Councilmember Hamilton cited that many of the concerns that Councilmember Wendt brought back are actually Council decisions, not Town Manager decisions. The Town Manager does not make those decisions and a lot of that goes through the Town Attorney. He cited that the morale can't be real high, as they have lost the Town Clerk, another employee before that, and now the Town Manager. You are going to pay an Interim three or four times what everybody else is making, but you are not going to pay them? We are willing to spend money on outsiders, but not on our own people. Councilmember Hamilton said he does not like that. He believes a caretaker Town Manager would serve the Town's needs. He spoke of a previous interim situation that didn't work out. He believes going with IPM would be a mistake.

Councilmember Wendt thanked Councilmember Hamilton for bringing up the point of the attorney being here. She believes that attorney fees will skyrocket, if there isn't a qualified person. The Town Clerk is brand new and has to have someone to rely on that knows what they are doing. She reiterated being concerned about costs. Get the interim in here and get the Town Management process started through a recruitment company. She believes the attorney fees will be substantial if they go with someone inexperienced.

Mayor Nolan reported that he has asked the Town Attorney to attend the meetings. He noted the attorney fees are a part of the budget.

Councilmember Hughes spoke of being confused by Councilmember Wendt first speaking of not wanting to rush in and get a permanent manager, but then she spoke of timely manner in regard to her list of concerns i.e. General Plan; Superfund; Roads, etc... you are not in a hurry for a permanent one, but you want to speed up the process on an interim that you are going to pay four times the amount of money for. He expressed being at a loss on this. Council will be the ones delegating what way to go on those larger issues. Have a manager for the house, let the course run on the ads and see what comes of it. CM Hughes disagreed with handing submitted applications on to IPM, who could turn around and give them back one of the applications, and pocket the money saved. There are four applications already, let's see what comes about in the next two weeks and go from there. The concentration should be on the permanent replacement instead of the interim. He is not going to

let the soapbox outside delegate what is going on with Council. We are the Council now; they are not anymore, plain and simple.

Councilmember Wendt spoke of there being three new members on the Council and she respects and appreciates when other people give her their thoughts. She is learning as quickly as she can. She again passes the advice “pennywise and pound foolish” on to Council. Councilmember Wendt agrees they can wait and she will go with the Council on what they want. She feels the Interim Manager should be an experienced, well-qualified individual. She knows that there is not one person sitting on this Council qualified to serve as Interim Manager.

Councilmember Hamilton spoke of not appreciating Councilmember Wendt’s comment on the ordinance thing of three years ago as that fell on the current Town Manager.

Mayor Nolan remarked that Councilmember Hamilton blamed the Town Manager for something she did not do.

Councilmember Hamilton said no one could catch everything. He spoke of this being a split issue, recommending Council move on. Mayor Nolan noted that there was no motion or second on the item.

Mayor Nolan also spoke of there being several applications currently and expects to receive more. If an agreement is signed with IPM, the current applications should not just be turned over to IPM. He was against this process to start with and is still against it, but the process was started and they need to proceed. If they don’t find anybody, then they can enter into a contract with IPM.

4.4.2. Review and possible authorization of signing a retainer letter to retain IPM to submit qualified candidates to the Town for consideration of an Interim Town Manager.

No action was taken.

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

Council reviewed the Tentative Agenda List for upcoming meetings. There was discussion to set a date for a special meeting to go over applications for the Interim Town Manager position. It was determined after discussion to hold a meeting on Thursday, July 27, 2017, at 6:30 p.m. or Friday, July 28, 2017, at 8:00 a.m. This meeting would be scheduled based on Councilmember Timmons availability.

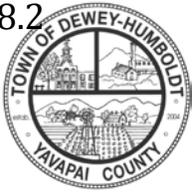
5. Adjourn. The meeting was adjourned at 4:12 p.m.

Terry Nolan, Mayor

ATTEST:

Julie Gibson, Town Clerk

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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: July 28, 2017

To: Yvonne Kimball

From: Steven Brown, Community Planner on behalf of
Victor Hambrick, Chairman, Planning and Zoning Advisory Commission

Re: P&Z Recommendations to Town Council Regular Meeting of August 1, 2017

8.1 Discussion and possible action on the development of a strategy proposal to recommend to Council for the addressing of zoning anomalies.

On April 18, 2017, Council directed the Commission to discuss and develop a strategy for approaching the rezoning of only the parcels split by multiple zoning districts in the Zoning Anomalies Area 1.

On May 4, 2017, the Commission, after significant deliberation, voted unanimously to direct staff to prepare a letter the owners of the properties affected in this area advising them of the problem, and seeking their input as to which of the zoning districts on their properties they would prefer their entire parcel be designated.

On June 8, 2017, the Commission reviewed the draft letter that staff prepared for that purpose (see attached), and they voted unanimously to recommend to Council that they direct the Mayor to sign the letters and to have staff arrange mailing to each property owner. The results would be presented to the P & Z first, and then presented to the Council along with a recommendation from the Commission for the development of the zoning map amendment to carry out the property owner's desire.

The draft letter is attached.

8.2 Discussion and Possible Action on a strategy for the update of the General Plan.

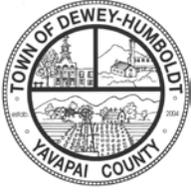
Council directed the Planning and Zoning Advisory Commission (P & Z) to deliberate on the process of the update of the Town's General Plan, and on June 8, 2017, the Planning and Zoning Advisory Commission held a discussion on the need for a strategy to guide the update of the Town's General Plan.

Recommendation:

The four (4) Commissioners present voted 3-1 to recommend to Town Council the following steps that will form the strategy for the conduct of the update of the Town's General Plan.

- General Plan Update Strategy.
- P & Z prepares a Draft Strategy for approaching the update of the General Plan.
- P & Z presents to Council, the Draft Strategy developed by their members.
- Council approves the development by the P & Z of a Request for Qualifications for Consultant to assist Town in update of General Plan.
- P & Z prepares a Request for Qualifications (RFQ) for Consultant to assist Town in General Plan Update.
- Staff advertises the RFQ through the adopted procurement procedures, as well as creating a list of Consultants who have indicated an interest in receiving the RFQ.
- P & Z presents RFQ and Consultant List to Council.
- Town advertises for responses to the RFQ in accordance with Procurement Procedures.
- Town obtains responses to RFQ.
- Town presents responses to Council, and seeks direction for evaluating.
- Narrow responses to RFQ to three.
- Joint P & Z and Council presentations from three finalists.
- P & Z makes recommendation to Council of firm to conduct the update.
- Consultant firm selected and notified.
- Consultant meets with staff to finalize scope of work, public participation process, meeting schedule and timelines.
- Consultant begins work on the scope.

There was also a unanimous position voiced by the Commissioners that there will be a need for a comprehensive and inclusive public participation process forming the foundation of this effort, and recommended that the Council assure that any consultant hired to assist the Town have a proven track record in facilitating citizen involvement.



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

July 28, 2017

[REDACTED]

Dear [REDACTED]:

There is an area in the Town of Dewey-Humboldt that contains parcels with split zonings. (see attached map). The Town has received a number of calls from property owners in the area seeking clarification of their development potential given this situation, as they make plans to build on their property, or to attempt to split their land so encumbered.

We have determined that this issue might be of interest to you as the listed owner of property located at [REDACTED], and being Assessor's Parcel Number [REDACTED]. This property is split into two zoning districts,

1. R1L-175, which is Residential Single-Family Limited (limited to site built homes on 175,000 sq. ft. lots or approximately 4 acres).
2. R1L-70, which is Residential Single-Family Limited (limited to site built homes on 70,000 sq. ft. lots or approximately 1.61 acres).

[REDACTED], having a total area of [REDACTED] acres is composed of approximately [REDACTED] acres zoned R1L-175 and approximately [REDACTED] acres zoned R1L-70.

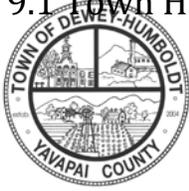
This zoning district boundary split potentially creates problems for use of the properties, as each district has different density regulations. Recognizing the potential problem, the Town may be considering initiating a rezoning [REDACTED] and would like to hear from you as to whether you would like to leave it as is, or prefer the entire parcel be zoned R1L-175 or R1L-70.

Please respond by emailing or writing to the Community Planner, Steven Brown: stevenbrown@dhaz.gov.

Sincerely,

Mayor Terry Nolan
Town of Dewey-Humboldt

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

July 24, 2017

Mark McBrady, President
Humboldt Station, Inc.
PO Box 815
Humboldt, AZ 86329

Hand-delivered

Re: Town of Dewey-Humboldt – Lease Extension for Office Space Located at
2735 S. Highway 69, Dewey-Humboldt, Arizona

Dear Mr. McBrady:

Pursuant to the Lease Agreement dated November 5, 2015, I wish to notify you that the Town intends to exercise the first of the two-year extension options in the Lease Agreement. This notification is contingent upon Council's authorization at the August 1, 2017, Council meeting.

The Town appreciates your consideration in this matter.

Yvonne Kimball, Town Manager

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

Item 9.2



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

Date: July 28, 2017

To: Yvonne Kimball

From: Steven Brown

Re: Minor Amendments to General Plan through Resolution 17- 128

Recommendation: Council Adoption of the Resolution.

Summary:

The guidance provided in the General Plan with regard to the processing of Minor General Plan Amendments is confusing and unclear, insofar as it appears to limit the review of proposals to a single hearing before the Planning and Zoning Commission, and does not mention any hearing before the Council.

“Minor Amendments:

Minor Amendments require only one Planning and Zoning Commission hearing, and Applications for Minor General Plan Amendments may be submitted at any time during the year.”

However, the P & Z are merely advisory, and although it is not specifically stated in the code, it would be necessary to hold a hearing before Council following a recommendation from P & Z.

The proposed Resolution would clarify the language to include a requirement for a hearing before Council, where it is approved, approved with conditions or denied.

RESOLUTION № 17-128

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, COUNTY OF YAVAPAI, ARIZONA, AMENDING THE TOWN OF DEWEY-HUMBOLDT 2009 GENERAL PLAN RELATED TO CLARIFYING THE PROCESS FOR MINOR AMENDMENTS TO THE GENERAL PLAN; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, pursuant to the Town of Dewey-Humboldt Resolution No. 09-64, the Town of Dewey-Humboldt adopted its General Plan pursuant to A.R.S. § 9-461.06; and

WHEREAS, the General Plan as adopted does not set forth a clear process to require Town Council approval for adoption of minor amendments, which the Town Council desires to clarify,

NOW THEREFORE BE IT RESOLVED by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona that the Town of Dewey-Humboldt 2009 General Plan is hereby amended to read as follows (additions in ALL CAPS; deletions in ~~strike through~~):

* * *

General Plan Process

* * *

Amendment Process

* * *

APPLICATIONS FOR MINOR GENERAL PLAN AMENDMENTS MAY BE SUBMITTED ANY TIME DURING THE YEAR. Minor amendments require ~~only~~ one Planning and Zoning Commission hearing. THE PLANNING COMMISSION SHALL MAKE A RECOMMENDATION TO COUNCIL WHETHER TO APPROVE, APPROVE WITH MODIFICATIONS, OR DENY THE PROPOSED MINOR AMENDMENT. THE TOWN COUNCIL WILL HOLD A PUBLIC HEARING, AS REQUIRED BY A.R.S. § 9-461.06(G), PRIOR TO ADOPTING ANY MINOR AMENDMENT TO THE GENERAL PLAN. The 60-day notice period to inform other agencies is recommended but not required FOR MINOR GENERAL PLAN AMENDMENTS., ~~and applications for Minor General Plan Amendments may be submitted at anytime during the year.~~

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, phrase, or portion of this Resolution or any part of this Resolution, is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona this ____ day of August, 2017.

Terry Nolan, Mayor

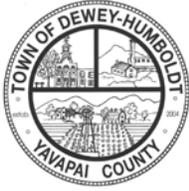
ATTEST:

APPROVED AS TO FORM:

Julie Gibson, Town Clerk

Susan Goodwin, Town Attorney
Gust Rosenfeld, PLC

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

TOWN COUNCIL REGULAR MEETING

August 1, 2017 – 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 9.3 and 9.4. Administrative Regulations

To: Mayor and Town Council Members

From: Yvonne Kimball

Date submitted: July 27, 2017

**Recommendation: Approve the two ARs – AR 17-02 Office Hour and Work Schedule;
Amended AR 09-02 Cash Handling.**

Summary:

10.3 AR 17-02 Office Hours and Work Schedule - This is to outline the implementation of the process of the extended office hours and the compressed/staggered schedule. Upon Council's approval, this arrangement was implemented in October 2016. During the last ten months, we monitored the progress and tweaked the practice. AR 17-02 would provide a baseline for future changes that deem necessary by the Council and or the new manager.

10.4 Amended AR 09-02 Cash Handling – revised the 2009 regulation to fit today's needs.

Both regulations have been reviewed by the Town Attorney. I recommend your approval of them.



**TOWN OF DEWEY-HUMBOLDT
ADMINISTRATIVE REGULATION**

AR No 17-02

Subject: *Office Hours and Non-Traditional Work Schedule*

Council Approval Date: August 1, 2017

1. Scope: This policy applies to non-contract full-time employees in all Town programs, agencies and authorities except the Court.
2. Purpose. This policy repeals Administrative Regulation 08-03 Flexible Work Scheduling and its amendments.
3. Definitions. For purposes of this Policy, the following words and phrases shall have the meanings set forth below:

Traditional office hours: Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding holidays on which Town offices are closed.

Traditional work schedule: Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding paid holidays with 1 hour off during each workday.

Non-Traditional work schedule: Any full-time employee work schedule that is not a Traditional Work Schedule.

Workweek: Forty (40) hours during any seven-day period.

Compressed work schedule: A work schedule in which the total number of work hours are conducted in less than five workdays; i.e., four 10-hour workdays per week.

Staggered work schedule: Employees are divided into two or more groups in order to provide full coverage while the Town's office is open. Staggered works schedule does not alter the total number of hours worked in a workweek. Typically it means - Group I: Monday through Thursday 8:00 a.m. to 6:00 p.m. and Group II: Tuesday through Friday 8:00 a.m. to 6:00 p.m.; or Group I: Monday through Friday 8:00 a.m. to 4:00 p.m. and Group II: Monday through Friday 10:00 a.m. through 6:00 p.m.

4. Background:

The Town recognizes that its primary focus is customer service and the convenience of the residents of Dewey-Humboldt and wishes to maintain or increase the level of services provided to the residents. Office hours that are extended from the traditional 8:00 a.m. to 5:00 p.m., Monday through Friday schedule has been determined to be an effective means to better serve our citizens. Town employees proposed that the Office be open 8 a.m. to 6 p.m. Monday through Friday excluding holidays during the formulation of town staff's mission statement formulation.

Further, many studies have shown that a non-traditional work schedule has many benefits for an organization and its employees. The Town recognizes the benefits and wishes to attract and retain talented employees, lead our employees to seek work-life balance and become the employer of choice in the region. A compressed and staggered work schedule is desirable to town staff.

5. Policy:

Considering needs of the team and the customer, the Town has decided to implement a non-traditional work schedule within a workweek. With the Council's approval, the Town Manager has implemented the following:

5.1. Town office hours are 8 a.m. to 6 p.m., Monday through Friday, excluding holidays. This was implemented in October 2016.

5.2. Eligible full time employees can choose a compressed and staggered work schedule within the following parameters:

- a. Compressed and staggered work schedules may only be implemented as approved by the Town Manager based upon the needs of the organization both without compromising level of service.
- b. No compressed and staggered schedule may result in a shortage of staff on duty wherein there are fewer than two staff members in the office during office hours from 8 am to 6 pm.
- c. Staggered schedules shall be observed with consistency.
- d. Any change to an employee's work schedule shall be requested in writing by the employee, submitted on a "Schedule Change Form" at least five days before the requested change and shall not be effective until approved by the Town Manager.
- e. Employees who work a compressed work schedule remain subject to all Town policies regarding attendance, hours of work, holidays and various forms of leave.
- f. Two rest periods of fifteen minutes each will be provided for all employees. Break times will be scheduled and monitored by the Supervisors.
- g. Employees can lunch at desk so long as consuming food at desk does not negatively impact work. The immediate supervisor is responsible to monitor employee's performance and productivity when employee eats at desk or worksite. Employees who desire, or are required, by his/her immediate supervisor to take a longer than 15 minutes for lunch break each day will resume a five-work day schedule in order to accommodate the time off for lunch.
- h. Each observed holiday is calculated at the rate of eight hours per day off. When an observed holiday falls within a workweek, all employees shall observe an eight-hour work day schedule.
- i. The Town Accountant or his/her designee shall coordinate and draft a weekly schedule for all employees at least five days in advance. Once the Town Manager or designee approves the schedule, it will be posted in a conspicuous place in the office and distributed to each Department Head.
- j. Employees who are within the first year of employment are not eligible for the compressed work schedule and are expected to work a five (5) day, eight (8) hour schedule unless both the Town Manager and the immediate supervisor deem it is necessary for the employee to participate in the compressed schedule arrangement.

5.3. The 8 a.m. – 6 p.m. extended office hours and the availability to employees of the compressed work schedule and other flexible work schedule arrangements are subject to ongoing review and may be revised or terminated at any time by the Town Manager or the Town Council.

5.4. In the case of a conflict between this policy and a written agreement or legal requirement, the written agreement or legal requirement shall prevail.

TOWN MANAGER APPROVAL	Initial: _____
Notes: _____	



**TOWN OF DEWEY-HUMBOLDT
ADMINISTRATIVE REGULATION**

AR No 09-02

Subject: *Cash Handling*

**Originally adopted in Sept. 2009;
Revised Date: July 1, 2017**

1. Scope. This policy applies to employees in all Town programs agencies and authorities except the Court that handle cash.
2. Purpose. The purpose of this document is to present a clear set of procedures designed to safeguard the receipt and disbursement of cash. It is the responsibility of each Town department head to provide for the proper control of cash within the guidelines set forth in this manual.

For the purposes of this document, cash consists of coins, paper currency and all forms of negotiable instruments. Examples include personal checks, cashier's checks, bank drafts, traveler's checks, money orders and all other instruments that may be transferred by endorsement and delivery within the ordinary course of business activity.

3. Cash Receipts.

- 3.1. All Cash receipts shall be reconciled daily and submitted weekly to Finance.
- 3.2. Receipts shall be pre-numbered and be prepared in triplicate.
 - 3.2.1. Top (white) copy shall be given to the customer at the counter.
 - 3.2.2. Second copy (yellow) shall be submitted to Finance with documentation i.e., copy of permit.
 - 3.2.3. Third copy (pink) must always remain in the receipt book.
- 3.3. A receipt shall be written for all payments received and type of payment shall be indicated.
 - 3.3.1. All cash payments taken must be documented and the receipt signed by the employee who accepts the payment.
 - 3.3.2. The employee shall stamp "For Deposit Only" on the back of each check in the endorsement area and write the Receipt number on the front top section of the check.
- 3.4. Receipts shall be written in ink and all parts completed.
 - 3.4.1. The form and composition of payment shall be clearly noted.
 - 3.4.2. All receipts shall be used in numerical order and must be accounted for; including any voided receipts.

4. Permit Payments.

- 4.1. The permit number and the parcel number shall be written on the receipt.
- 4.2. A copy of the receipt will be kept with the payment. Both shall be remitted to Finance at the end of the week with the weekly close documents as described in Section 6 below.

5. Cash Box.

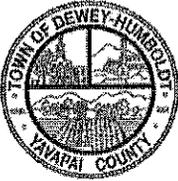
- 5.1. During working hours, cash must be kept in a cash box in a locked drawer.
- 5.2. Employees shall not commingle private monies with Town funds.

- 5.3. Employees shall not borrow money from Town cash or issue personal I.O.U.'s in exchange for Town funds of any kind or under any circumstances.
- 5.4. All cash overages, regardless of the amount, shall be separately deposited with Finance, as a cash overage at the same time as all other cash receipts are deposited.
- 5.5. The cash register/cash box will be reconciled and the report and monies will be deposited with Finance weekly (see Weekly Close).

6. Weekly Close.

- 6.1. At the close of each business week, numbered receipts (yellow copy) and all currency, checks, money orders, etc. shall be counted and reconciled through documentation on the Daily Cash Transmittal Form.
- 6.2. The totals on the Daily Cash Transmittal Form, corresponding pre-numbered receipts (yellow copy), and actual collections shall all agree.
- 6.3. The Daily Cash Transmittal Form, the actual collections, and the supporting documentation shall be "deposited" with Finance (or designee in their absence) according to the procedures outlined below.
- 6.4. Weekly deposits shall be made to Finance.
- 6.5. When deposits are delivered, Finance will verify the deposit by performing a recount of the collections and a review of the receipts and Transmittal Form. Once a deposit is verified, a copy of the Transmittal Form will be signed by the Finance employee. A copy will be given to the person making the deposit for the departments own record.

TOWN MANAGER APPROVAL	Initial: _____
Notes: _____	



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: AUGUST 1 2017

Date of Request: 6/14/17

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):

WRETHEN TO ALLOW HANDING OUT DOCUMENTS AT A COUNCIL MEETING.

Purpose and Background Information (Detail of requested action):

SEE ATTACHED DOCUMENT

Staff Recommendation(s):

Budgeted Amount:

List All Attachments:

Type of Presentation:

Special Equipment needed: Laptop Remote Microphone
 Overhead Projector Other:

Contact Person: Jack Maddox

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.

Documents that the public or a person giving a presentation wish to give to the Council at a council meeting that are trying to influence the outcome of an item on the agenda have to be included in the agenda packet. The documents can not be handed out to the Council at the meeting. This gives council time to look at and research the documents ahead of time and it also lets the public see what is in the document that the Council is looking at. I think this is needed for transparency in government.



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COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: AUG 1 2017

Date of Request: 7/6/17

Requesting: Action Discussion or Report Only

Type of Action: Routine/Consent Agenda Regular

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

CHANGE AR NO 10.07 SECTION 3 TO READ; ALL RECRUITING EFFORTS FOR A PERMANENT POSITION SHALL RTR

Purpose and Background Information (Detail of requested action).

TO IMPROVE GOVERNMENT FUNCTIONS
SEE ATTACHMENT

Staff Recommendation(s):

Budgeted Amount:

List All Attachments:

Type of Presentation:

Special Equipment needed: Laptop Remote Microphone

Overhead Projector Other:

Contact Person: JACK HAMILTON

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.

RECEIVED

JUL 07 2017

Dewey-Humboldt



**TOWN OF DEWEY-HUMBOLDT
ADMINISTRATIVE REGULATION**

AR No 10-07

Subject: *Policy for Recruiting, Hiring, and Managing New Employees*

Effective Date: June 28, 2010

1. **Scope.** This policy applies to all Town Employees.
2. **Purpose.** To establish principles regarding the process of recruiting, hiring, and managing new employees.
3. **Recruitment.** All Recruiting efforts shall be carried out in a timely manner and shall be tailored to the various jobs to be filled. Recruiting publicity shall be carried out through all appropriate state-wide (national for Town Manager) media for a reasonable period of time to assure sufficient opportunity for the appropriate segment of the labor market to apply and be considered for employment on the basis of abilities and potential. The appropriate labor market shall be determined on the basis of the job to attract an adequate number of candidates. Such publication shall indicate that the Town of Dewey-Humboldt is an equal opportunity employer. No travel expenses will be paid for applicants attending interviews other than for a Town manager vacancy, unless permitted by the Town Manager when a position has very difficult to fill (e.g., with fewer than 5 applicants).

FOR A PERMANENT POSITION
4. **Application Process.** All applicants for Town employment shall submit a resume to the Town. The resume shall include complete information relating to experience, training, and other necessary qualification information (based on the Job Description).
 - 4.1. Inclusion of false information or exclusion of relevant and complete information in a resume may be reason for disqualification or dismissal at any time (including after employment).
 - 4.2. Resumes, when submitted, shall become the property of the Town of Dewey-Humboldt and shall not be returned.
 - 4.3. The Town may require that certain positions meet specific standards and/or special experience and training necessary for these positions.
 - 4.4. The Town Manager and designated staff shall review the resumes and may reject any resume which indicates on its face that the applicant does not possess the minimum qualifications required for the position. Resumes shall be rejected if the applicant has made any misstatement or has practiced any deception or fraud in his or her resume.
 - 4.5. Original resumes will be accepted for submittal by the advertised deadline for all positions. Electronic transmissions are acceptable. Any resumes received by the Town after the deadline date and time will not be processed for consideration.
5. **Employment Eligibility & Appointments.** All vacancies in the Town of Dewey-Humboldt shall be filled by one of the following methods: appointment from layoff lists of same or similar position and if qualified; appointment from departmental promotional lists; appointment from reinstatement lists; or appointment from open competition.
 - 5.1. The Town Manager or appropriate department head shall conduct the interviews deemed necessary for the position to be filled. A written recommendation will be sent to the Town Manager. The appointment shall be made by the Town Manager.
 - 5.2. Temporary employees that are required to fill positions for employees on vacation or sick leave shall be filled by the Town Manager upon receipt of a written request.



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: AUG 1 2017

Date of Request: ~~AUG 1 2017~~ JULY 21 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):

ETHICS COMPLAINT AGAINST THE MAYOR FOR VIOLATION OF TOWN CODE 30-109 SECTION E NEED A LEGAL RULING

Purpose and Background Information (Detail of requested action).

ON JUNE 30th AT A SPECIAL COUNCIL MEETING THE MAYOR WOULD NOT ALLOW PUBLIC COMMENT ON AN AGENDIZED ITEM, VIOLATION OF 30-109 SECTION E

Staff Recommendation(s): SEE ATTACHMENT

Budgeted Amount: _____

List All Attachments: _____

Type of Presentation: _____

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

Contact Person: JACK HAMILTON

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.

Dewey-Humboldt

JUL 24 2017

Received

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

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

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

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

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

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

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

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

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

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

(1) Prior to receiving public comments on an item, the presiding officer shall poll Council to ensure Council's questions and concerns have been addressed.

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

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

30-109



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: AUG 1 2017

Date of Request: ~~SEPT 18 2017~~ JULY 21 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):

ETHICS CODE VIOLATION AGAINST VICTORIA WENDT AND AMY TIMMONS FOR VIOLATION OF TOWN CODE 30.109

Purpose and Background Information (Detail of requested action).

FILED ON BEHALF OF A TOWN CITIZEN
ACCORDING TO RESOLUTION 17-126 ADOPTED
ON 6/20/17

Staff Recommendation(s):

Budgeted Amount:

List All Attachments:

Type of Presentation:

Special Equipment needed: Laptop Remote Microphone
 Overhead Projector Other:

Contact Person: JACK HAMILTON

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.

Dewey-Humboldt

JUL 24 2017

Received