

**TOWN COUNCIL OF DEWEY-HUMBOLDT  
REGULAR MEETING NOTICE AND AGENDA - AMENDED**

**Tuesday, December 1, 2020, 6:30 P.M.**

**DEWEY-HUMBOLDT TOWN HALL  
COUNCIL CHAMBERS  
2735 S. HWY 69, SUITE 10  
HUMBOLDT, ARIZONA 86329**

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

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Dewey-Humboldt Town Council and to the general public that the Town Council will hold a public meeting (see notes about public participation below) on **Tuesday, December 1, 2020, at 6:30 p.m.**, at the **Dewey-Humboldt Town Hall Council Chambers, 2735 S. Highway 69, Suite 10, Humboldt, Arizona 86329**. Members of the Town Council will attend by audio/video conference call.

***THIS MEETING WILL BE HELD BY REMOTE PARTICIPATION ONLY***

Due to the federal government's declaration of a COVID-19 pandemic and the resulting Executive Orders from Arizona Governor Ducey to limit events of people in personal contact and Mayor Nolan's declaration of an emergency based on the COVID-19 pandemic, the following accommodations are provided for public participation at the Council Meeting:

- Viewing live streaming audio only on the Town's website, at:  
<http://az-deweyhumboldt.civicplus.com/2164/Town-Meeting-Documents-and-Videos>
- Viewing and potentially participating in the meeting via Join Zoom Meeting:
  - Computer: <https://zoom.us/j/83664337621>
  - Telephone: (301) 715-8592
  - Meeting ID: 836 6433 7621
- Submitting comments via email to the Interim Town Clerk at [BethEvans@dhaz.gov](mailto:BethEvans@dhaz.gov). Comments should be submitted no later than 3:30 p.m. on the day of the meeting. Please identify the agenda item and your first and last name.

**DEWEY-HUMBOLDT TOWN COUNCIL REGULAR MEETING AGENDA - AMENDED**

The issues that come before the Town Council are often challenging and potentially divisive. To make sure we benefit from the diverse views to be presented, the Council believes public meetings to be a safe place for people to speak, and 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 the 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. Council Meetings are broadcast via live streaming video on the internet in both audio and visual formats. One or more members of the Council may attend either in person or by telephone, video or internet conferencing. **NOTICE TO PARENTS:** Parents and legal guardians have the right to consent before the Town of Dewey-Humboldt makes a video or voice recording of a minor child. A.R.S. § 1-602.A.9. Dewey-Humboldt Council Meetings are recorded and may be viewed on the Dewey-Humboldt website. If you permit your child to participate in the Council Meeting, a recording will be made. You may exercise your right not to consent by not permitting your child to participate or by submitting your request to the Town Clerk that your child not be recorded.

**1. Call To Order**

**2. Roll Call** Town Council Members: Karen Brooks, Lynn Collins, John Hughes, Mark McBrady, Victoria Wendt, Vice Mayor Amy Lance and Mayor Terry Nolan.

**3. Pledge of Allegiance**

**4. Moment of Silence**

**5. Announcements regarding Town 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. Pursuant to the Arizona Open Meeting Law, the Town Council may present a brief summary of current events; however, the Council may not discuss, deliberate, or take legal action on any matter in the summary.

**A. Council announcements about outside meetings and committees**

**6. Mayor's Annual Update on External Memberships and Committees Report to Council, pursuant to Dewey-Humboldt Code of Ordinances § 30.031(B)(12)**

**7. Canvass the results of the General Election held on November 3, 2020, for the purpose of electing a candidate to the office of Town Councilmember (Staff CC)**

**8. Transition of the Town Council**

**A. Presentation to/recognition of outgoing members of the Town Council: Mayor Terry Nolan and Councilmember Victoria Wendt**

**B. Comments of outgoing members of the Town Council: Mayor Terry Nolan and Councilmember Victoria Wendt**

**C. Oath of Office for Mayor John Hughes and Councilmembers Glen Blomgren, Amy Lance and Barry Thomas**

**D. Roll Call** Town Councilmembers Glen Blomgren, Karen Brooks, Lynn Collins, Mark McBrady, Barry Thomas, Vice Mayor Amy Lance and Mayor John Hughes.

**9. Public Comment on Non-agendized Items** 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. According to the Arizona Open Meeting Law, Councilmembers 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, Councilmembers are forbidden from discussing or taking legal action on matters raised during Public Comment unless the matters are properly noticed for discussion and legal action. A **3 minute** per speaker limit shall be imposed. Everyone is asked to please be courteous and silent while others are speaking.

**10. Consent Agenda**

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

**A. Approval of Minutes of October 20, 2020 Regular Meeting**

**11. Town Manager's Report** Update on Current Events. The Town Council may ask clarifying questions about any item listed on the agenda under Town Manager's Report or ask that any item listed on the agenda under Town Manager's Report be placed on a future agenda for Council deliberation and action. No legal action will be taken on items listed under Town Manager's Report. From time to time, as authorized by A.R.S. § 38-431.02(K), the Town Manager may present a brief summary of a current event that, due to its timeliness, is not listed on the agenda. In such cases, the Town Council shall not propose, discuss, deliberate or take legal action on the matter.

**12. General Business** Discussion and possible legal action may be taken. Agenda language may vary from that in CAARFs for Open Meeting Law purposes.

**A. Discussion and possible action relating to the recruitment process for the Town Manager position. Staff is seeking Council approval of the applicant screening process. (Attorney CC)**

Page 5 **B. Discussion and possible action to approve the rent amount for the extension year of 2021 with CP 2004 Station 1, LLC for the current Town Hall premises, located at 2735 South Highway 69 (Attorney CC) (Material added)**

**13. Consideration of additional Special Session(s)** Whether to hold and, if so, set the date

**14. Adjourn.**

Persons with a disability may request reasonable accommodations by contacting the Town Hall at (928) 632-7362 at least 24 hours in advance of the meeting.

**Certification of Posting**

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Dewey-Humboldt Town Hall, 2735 South Highway 69, Humboldt, Arizona, Chevron Station, 2735 South Highway 69, Humboldt, Arizona, Blue Ridge Market, Highway 69 and Kachina Drive, Dewey, Arizona, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, at \_\_\_\_\_ a.m./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.

**For Your Information:**

Next Planning & Zoning Meeting: Thursday, December 3, 2020, at 6:00 p.m.

Next Town Council Study Session: Tuesday, December 8, 2020, at 6:30 p.m.

Next Town Council Regular Meeting: Tuesday, December 15, 2020 at 6:30 p.m.

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

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AMENDMENT NO. 1 TO AMENDED AND RESTATED REAL PROPERTY  
LEASE AGREEMENT BETWEEN TOWN OF DEWEY HUMBOLDT AND CP  
2004 STATION 1, LLC., DATED October 15, 2019

**ARTICLE I. INTRODUCTION**

Town of Dewey Humboldt, an Arizona municipal corporation (hereinafter referred to as the "Town") and CP 2004 Station 1, LLC, ("Landlord") are Parties to an Amended and Restated Real Property Lease Agreement, dated October 15, 2019.

**ARTICLE II. RECITALS**

- A. On October 15, 2019, the Town Council approved the terms and conditions of the Amended and Restated Real Property Lease Agreement with Humboldt Station, Inc.
- B. Humboldt Station Inc. sold the Leased Premises to CP 2004 Station 1, LLC and assigned the Amended and Restated Real Property Lease Agreement to CP 2004 Station 1, LLC on March 26, 2020. The term of "Landlord" now means the Assignee Landlord, Assignee CP 2004 Station 1, LLC, in the Amended and Restated Real Property Lease Agreement.
- C. By their signatures below, the Tenant and Assignee Landlord agree that it is in their mutual interests to amend their Amended and Restated Real Property Lease Agreement by this Amendment No. 1 ("Amendment No. 1").
- D. This Amendment No. 1 has become necessary because the Tenant has opted into the extension term the calendar year of 2021 (First Extension); and thus, the parties need to agree to the Rent (see Amended Section 2, below) for the calendar year of 2021 as well as agree to another extension of up to one year or part thereof (Second Extension, see Amended Section 3, below) for which the Tenant may opt into according to the amended Section 2, below.
- E. Tenant and the Landlord affirm to each other that they conducted all negotiations leading to this Amendment No. 1 in good faith and that they are entering into this Amendment No. 1 freely and without duress.

**ARTICLE III. AMENDED PROVISIONS**

NOW, THEREFORE, in consideration of the foregoing factual recitals and mutual covenants set forth in this Amendment No. 1 as well as the Amended and Restated Real Property Lease Agreement, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Tenant and the Landlord agree to the following modifications, amendments, changes and/or substitutions to the Amended and Restated Real Property Lease Agreement.

- A. The Parties agree that this contract amendment will be called the Amendment No. 1 to the Amended and Restated Real Property Lease Agreement.
- B. Sections 2 and 3, and their subparts, in the Amended and Restated Real Property Lease Agreement are hereby deleted in its entirety and replaced with the following:

2. Term of Lease:

- 2.1 The term of this Lease began on January 1, 2016 and shall expire on December 31, 2021 (unless the Tenant opts into the Second Extension as set forth in Subsection 2.2) as the Tenant has opted into the first extension term for the calendar year of 2021 (“First Extension”).
- 2.2 The Parties agree that Tenant may exercise another one year extension into the calendar year of 2022 in whole or portions thereof at the same Rent as set forth in Section 3. Tenant shall advise Landlord, no less than three (3) months prior to the expiration of the First Extension term whether Tenant wishes to exercise the Second Extension Term of the portion of the calendar year of 2022 it wishes to extend this Lease one (1) year extension as to the Leased Premises. Upon the Tenant’s exercise of said Second Extension, the term of this Lease shall expire on December 31, 2022.

3. Rental Amounts:

- 3.1 During the First and Second Extension terms, Tenant shall pay the amount of Five Thousand Two Hundred Sixty-five Dollars and twenty two dollars (\$5,265.22) per month as Rent for the Leased Premises. During both the First Extension and the Second Extension terms, this Rent includes all ad valorem taxes and any and all common area maintenance (“CAM”) costs, or special and general assessments associated with the Leased Premises. Landlord shall be solely responsible for paying all ad valorem taxes associated with the Leased Premises out of the Rent paid by Tenant.
- 3.2 In addition to the Rent, Tenant agrees to pay any local sales tax for rental of commercial property as may be adopted by the Town, Yavapai County and State of Arizona. The rent herein stated above 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 Rent is to be paid. In the event the Rent is not received by the tenth (10th) day of the month, a five percent (5%) late fee shall be due and payable.

**ARTICLE IV GENERAL PROVISIONS**

2. The effective date of this Amendment No. 1("Amendment No. 1 Effective Date") or any other duly processed amendment shall be the date on which the last representative for the Parties executed the amendment.

3. All terms, definitions, and provisions of the Amended and Restated Real Property Lease Agreement, as modified by earlier Amendments (if any), that are not

specifically changed in this Amendment No. 1 remain the same and are binding between the Parties.

4. Upon amendment of the Amended and Restated Real Property Lease Agreement, by this Amendment No. 1 or any other subsequent amendment, references to the Amended and Restated Real Property Lease Agreement" shall mean the Amended and Restated Real Property Lease Agreement as amended by earlier Amendments (if any), this Amendment No. I, and any subsequent amendment(s).

5. If, after the effective date of any amendment(s), the Parties find it necessary to refer to the Amended and Restated Real Property Lease Agreement in its original, unamended form, they shall refer to it as the "Original Amended and Restated Real Property Lease Agreement." When the Parties mean to refer to any specific amendment to the Amended and Restated Real Property Lease Agreement as if it were unmodified by any subsequent amendments, the Parties shall refer to it by the number of the amendment as well as its effective date.

6. The Parties agree that the Recitals stated above are true and correct and are incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 of the Amended and Restated Real Property Lease Agreement the day and year set forth below the Parties' signatures.

**TENANT**

TOWN OF DEWEY HUMBOLDT, an  
Arizona municipal corporation

**LANDLORD**

CP 2004 Station 1, LLC, an Arizona limited liability  
company

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney