

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

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. 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

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)

Page 5 **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.

21 **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.

25 **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)**

35 **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)**

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 and type Subscribe in the subject line, or call (928) 632-7362 and speak with Beth Evans, Interim Town Clerk.

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COUNCIL COMMUNICATION

Regular Council Meeting Date: **December 1, 2020**

Agenda Item: **7.**

Submitted by: Kay Bigelow, Town Attorney

Subject:

Canvass the results of the General Election held on November 3, 2020, for the purpose of nominating and/or electing a candidate to the office of Town Councilmember.

Background:

The Town's General Election was held on November 3, 2020 for the purpose of electing a candidate to the office of Councilmember (4-year term).

State law requires the governing body to canvass the election results not less than six days nor more than 20 days following an election and specifies the information that must be included in the canvass.

Upon canvass of the results, pursuant to Dewey-Humboldt Town Code §30.046, Barry Thomas will be declared to office, effective as of the date of the General Election (November 3, 2020). Those elected will assume the duties of office at the first regular meeting of the Council in December (December 1, 2020).

The canvass is being prepared by the Yavapai County Elections Department and will meet all statutory requirements for a canvass.

Financial Impact:

None.

Direction Requested:

Staff is seeking Council approval of the canvass.

Suggested Motion:

I move to approve the canvass of results of the November 3, 2020, General Election.

Attachments:

The canvass will be provided once it becomes available from the Yavapai County Elections Department.

Town of Dewey-Humboldt
P.O. Box 69
Humboldt, AZ 86329
Phone: 928-632-7362 | Fax: 928-632-7365

www.dhaz.gov

**Yavapai County
Department of Elections**

1015 Fair Street-Room 228
Prescott, Arizona 86305
Phone: (928) 771-3250
web.elections@yavapai.us



Lynn A. Constabile
Elections Director

November 18, 2020

Beth Evans, Administrative Assistant II
Town of Dewey-Humboldt
P.O. Box 69
Humboldt, AZ 86329

Dear Ms. Evans,

Enclosed please find documents and reports required for your canvass: the Certification of Election Results, Statement of Votes Cast, Summary Results Report, and Reject Report. Please let my office know by e-mail once your canvass is complete. Thank you.

Best Regards,

Lynn A. Constabile
Elections Director

LAC:akc

Enclosure

FOR ELECTION RESULTS VISIT OUR WEB PAGE: www.yavapai.us/govote

Toll Free Numbers: Ash Fork \ Bagdad \ Seligman \ Yarnell Areas 1-800-771-2797
Black Canyon City 602-495-8800 Cottonwood \ Camp Verde \ Sedona Areas 928-639-8100
Town Council Regular Meeting Packet

December 1, 2020

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Leslie M. Hoffman
Yavapai County Recorder

Karen M. McCracken
Chief Deputy Recorder

Lynn A. Constabile
Elections Director

Laurin L. Custis
Registrar of Voters



1015 Fair Street - Room 228
Prescott, Arizona 86305

Recorder
928-771-3244
web.recorder@yavapai.us

Elections Department
928-771-3250
web.elections@yavapai.us

Voter Registration
928-771-3248
web.voter.registration@yavapai.us

CERTIFICATION OF ELECTION RESULTS

For the

TOWN OF DEWEY-HUMBOLDT GENERAL ELECTION

NOVEMBER 3, 2020

YAVAPAI COUNTY, ARIZONA

We, Leslie M. Hoffman, Yavapai County Recorder, and Lynn A. Constabile, Yavapai County Elections Director, hereby certify that the attached foregoing vote results contains a full, true, and correct copy of the vote tabulations for the November 3, 2020, Town of Dewey-Humboldt General Election.

Dated this 18th day of November, 2020


Leslie M. Hoffman, County Recorder


Lynn A. Constabile, Elections Director

Registered Voters 3,123 - Total Ballots 2,702 : 86.52%

DEWEY-HUMBOLDT COUNCIL MEMBER
(4-YEAR TERM)

Vote For 1

Total Votes	552	
Baker, Christopher (W)	60	10.87%
Lake, Patti (W)	36	6.52%
Stanfield, Debra (W)	72	13.04%
Thomas, Barry (W)	91	16.49%
Write-In	293	53.08%

DEWEY-HUMBOLDT COUNCIL MEMBER (4-YEAR TERM)

Jurisdiction	Turnout			Reg. Voters	Total Voters	Baker, Christopher (W)	Lake, Patti (W)	Stanfield, Debra (W)	Thomas, Barry (W)	Write-In
	Reg. Voters	Ballots Cast	% Turnout							
EAGLE (201.00)										
Normal	8836	535	6.05%	-	-	-	-	-	-	-
Early Voting	8836	7586	85.85%	-	-	-	-	-	-	-
Provisional	8836	11	0.12%	-	-	-	-	-	-	-
COURT (202.00)										
Normal	7050	578	8.20%	-	-	-	-	-	-	-
Early Voting	7050	5527	78.40%	-	-	-	-	-	-	-
Provisional	7050	25	0.35%	-	-	-	-	-	-	-
FAIR (203.00)										
Normal	5071	311	6.13%	-	-	-	-	-	-	-
Early Voting	5071	4219	83.20%	-	-	-	-	-	-	-
Provisional	5071	7	0.14%	-	-	-	-	-	-	-
GOLF (204.00)										
Normal	7181	469	6.53%	-	-	-	-	-	-	-
Early Voting	7181	6154	85.70%	-	-	-	-	-	-	-
Provisional	7181	10	0.14%	-	-	-	-	-	-	-
MINE (205.00)										
Normal	999	442	44.24%	-	-	-	-	-	-	-
Early Voting	999	383	38.34%	-	-	-	-	-	-	-
Provisional	999	3	0.30%	-	-	-	-	-	-	-
HILL (206.00)										
Normal	87	22	25.29%	-	-	-	-	-	-	-
Early Voting	87	58	66.67%	-	-	-	-	-	-	-
Provisional	87	-	-	-	-	-	-	-	-	-
MESQUITE (207.00)										
Normal	1518	278	18.31%	-	-	-	-	-	-	-
Early Voting	1518	1062	69.96%	-	-	-	-	-	-	-
Provisional	1518	8	0.53%	-	-	-	-	-	-	-
YARN (208.00)										
Normal	890	156	17.53%	-	-	-	-	-	-	-
Early Voting	890	610	68.54%	-	-	-	-	-	-	-
Provisional	890	4	0.45%	-	-	-	-	-	-	-
WICK (209.00)										
Normal	1066	121	11.35%	-	-	-	-	-	-	-
Early Voting	1066	894	83.86%	-	-	-	-	-	-	-
Provisional	1066	-	-	-	-	-	-	-	-	-

DEWEY-HUMBOLDT COUNCIL MEMBER (4-YEAR TERM)

	Turnout		Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	Baker, Christopher (W)	Lake, Patti (W)	Stanfield, Debra (W)	Thomas, Barry (W)	Write-In
	Reg. Voters	Ballots Cast										
WALNUT (210.00)												
Normal	67	3			4.48%	-	-	-	-	-	-	-
Early Voting	67	52			77.61%	-	-	-	-	-	-	-
Provisional	67	-			-	-	-	-	-	-	-	-
SPRINGS (211.00)												
Normal	36	1			2.78%	-	-	-	-	-	-	-
Early Voting	36	33			91.67%	-	-	-	-	-	-	-
Provisional	36	-			-	-	-	-	-	-	-	-
PLEASANT (212.00)												
Normal	0	-			-	-	-	-	-	-	-	-
Early Voting	0	-			-	-	-	-	-	-	-	-
Provisional	0	-			-	-	-	-	-	-	-	-
SKULL (213.00)												
Normal	403	28			6.95%	-	-	-	-	-	-	-
Early Voting	403	335			83.13%	-	-	-	-	-	-	-
Provisional	403	1			0.25%	-	-	-	-	-	-	-
KIRK (214.00)												
Normal	797	89			11.17%	-	-	-	-	-	-	-
Early Voting	797	563			70.64%	-	-	-	-	-	-	-
Provisional	797	1			0.13%	-	-	-	-	-	-	-
BUCK (215.00)												
Normal	4754	341			7.17%	-	-	-	-	-	-	-
Early Voting	4754	4012			84.39%	-	-	-	-	-	-	-
Provisional	4754	8			0.17%	-	-	-	-	-	-	-
CREEK (216.00)												
Normal	2812	357			12.70%	-	-	-	-	-	-	-
Early Voting	2812	2077			73.86%	-	-	-	-	-	-	-
Provisional	2812	9			0.32%	-	-	-	-	-	-	-
WIND (217.00)												
Normal	139	18			12.95%	-	-	-	-	-	-	-
Early Voting	139	94			67.63%	-	-	-	-	-	-	-
Provisional	139	-			-	-	-	-	-	-	-	-
WELL (218.00)												
Normal	3102	525			16.92%	-	-	-	-	-	-	-
Early Voting	3102	2111			68.05%	-	-	-	-	-	-	-
Provisional	3102	15			0.48%	-	-	-	-	-	-	-
FORT (219.00)												
Normal	7416	1092			14.72%	-	-	-	-	-	-	-
Early Voting	7416	4949			66.73%	-	-	-	-	-	-	-
Provisional	7416	31			0.42%	-	-	-	-	-	-	-

DEWEY-HUMBOLDT COUNCIL MEMBER (4-YEAR TERM)

	Turnout		Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	Baker, Christopher (W)	Lake, Patti (W)	Stanfield, Debra (W)	Thomas, Barry (W)	Write-In			
	Reg. Voters	Ballots Cast													
RIM (220.00)															
Normal	35	7			20.00%										
Early Voting Provisional	35	24			68.57%										
SALT (221.00)															
Normal	428	49			11.45%										
Early Voting Provisional	428	332			77.57%										
BUG (222.00)															
Normal	3906	701			17.95%										
Early Voting Provisional	3906	2502			64.06%										
SUNSET (223.00)															
Normal	2092	503			24.04%										
Early Voting Provisional	2092	1181			56.45%										
TOWERS (224.00)															
Normal	2092	8			0.38%										
Early Voting Provisional	108	5			4.63%										
IRON (225.00)															
Normal	108	87			80.56%										
Early Voting Provisional	108														
IRON (225.00)															
Normal	7195	973			13.52%	3123	112	17	15.18%	0	12	10.71%	64	57.14%	
Early Voting Provisional	7195	5392			74.94%	3123	438	43	9.82%	36	8.22%	60	13.70%	228	52.05%
SPIRIT (226.00)															
Normal	7195	12			0.17%	3123	2	0		0		0	1	50.00%	
Early Voting Provisional	73	13			17.81%										
RUBY (227.00)															
Normal	73	50			68.49%										
Early Voting Provisional	73	1			1.37%										
RUBY (227.00)															
Normal	6363	557			8.75%										
Early Voting Provisional	6363	5109			80.29%										
SCARLET (228.00)															
Normal	6363	6			0.09%										
Early Voting Provisional	5350	531			9.93%										
ONYX (229.00)															
Normal	5350	4386			81.98%										
Early Voting Provisional	5350	2			0.04%										
Normal	8601	808			9.39%										
Early Voting Provisional	8601	6612			76.87%										
Normal	8601	21			0.24%										

DEWEY-HUMBOLDT COUNCIL MEMBER (4-YEAR TERM)

	Turnout		Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	Baker, Christopher (W)	Lake, Patti (W)	Stanfield, Debra (W)	Thomas, Barry (W)	Write-In
	Reg. Voters	Ballots Cast										
AZURE (230.00)												
Normal	7639	885			11.59%	-	-	-	-	-	-	-
Early Voting	7639	5463			71.51%	-	-	-	-	-	-	-
Provisional	7639	29			0.38%	-	-	-	-	-	-	-
QUAIL (231.00)												
Normal	411	44			10.71%	-	-	-	-	-	-	-
Early Voting	411	345			83.94%	-	-	-	-	-	-	-
Provisional	411	-			-	-	-	-	-	-	-	-
GHOST (232.00)												
Normal	2859	364			12.73%	-	-	-	-	-	-	-
Early Voting	2859	2132			74.57%	-	-	-	-	-	-	-
Provisional	2859	9			0.31%	-	-	-	-	-	-	-
BRIDGE (233.00)												
Normal	81	4			4.94%	-	-	-	-	-	-	-
Early Voting	81	62			76.54%	-	-	-	-	-	-	-
Provisional	81	-			-	-	-	-	-	-	-	-
WATSON (234.00)												
Normal	9498	526			5.54%	-	-	-	-	-	-	-
Early Voting	9498	8167			85.99%	-	-	-	-	-	-	-
Provisional	9498	14			0.15%	-	-	-	-	-	-	-
RANCH (235.00)												
Normal	4808	422			8.78%	-	-	-	-	-	-	-
Early Voting	4808	4085			84.96%	-	-	-	-	-	-	-
Provisional	4808	-			-	-	-	-	-	-	-	-
CAMP (236.00)												
Normal	654	70			10.70%	-	-	-	-	-	-	-
Early Voting	654	516			78.90%	-	-	-	-	-	-	-
Provisional	654	1			0.15%	-	-	-	-	-	-	-
BASIN (237.00)												
Normal	6997	1069			15.28%	-	-	-	-	-	-	-
Early Voting	6997	4867			69.56%	-	-	-	-	-	-	-
Provisional	6997	11			0.16%	-	-	-	-	-	-	-
GRAZE (238.00)												
Normal	8595	1342			15.61%	-	-	-	-	-	-	-
Early Voting	8595	6116			71.16%	-	-	-	-	-	-	-
Provisional	8595	20			0.23%	-	-	-	-	-	-	-
COYOTE (239.00)												
Normal	3496	368			10.53%	-	-	-	-	-	-	-
Early Voting	3496	2777			79.43%	-	-	-	-	-	-	-
Provisional	3496	9			0.26%	-	-	-	-	-	-	-

DEWEY-HUMBOLDT COUNCIL MEMBER (4-YEAR TERM)																
	Turnout		Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	Baker, Christopher (W)	Lake, Patti (W)	Stanfield, Debra (W)	Thomas, Barry (W)	Write-In				
	Reg. Voters	Ballots Cast														
GARS (240.00)																
Normal	1012	211			20.85%	-	-	-	-	-	-	-				
Early Voting	1012	600			59.29%	-	-	-	-	-	-	-				
Provisional	1012	3			0.30%	-	-	-	-	-	-	-				
STONE (241.00)																
Normal	691	170			24.60%	-	-	-	-	-	-	-				
Early Voting	691	406			58.76%	-	-	-	-	-	-	-				
Provisional	691	3			0.43%	-	-	-	-	-	-	-				
WATER (242.00)																
Normal	6308	410			6.50%	-	-	-	-	-	-	-				
Early Voting	6308	5352			84.84%	-	-	-	-	-	-	-				
Provisional	6308	10			0.16%	-	-	-	-	-	-	-				
BURRO (243.00)																
Normal	8621	853			9.89%	-	-	-	-	-	-	-				
Early Voting	8621	6667			77.33%	-	-	-	-	-	-	-				
Provisional	8621	18			0.21%	-	-	-	-	-	-	-				
BISON (244.00)																
Normal	11175	1131			10.12%	-	-	-	-	-	-	-				
Early Voting	11175	8326			74.51%	-	-	-	-	-	-	-				
Provisional	11175	12			0.11%	-	-	-	-	-	-	-				
BIGHORN (245.00)																
Normal	6141	635			10.34%	-	-	-	-	-	-	-				
Early Voting	6141	4270			69.53%	-	-	-	-	-	-	-				
Provisional	6141	19			0.31%	-	-	-	-	-	-	-				
Total	165361	18017	3123	112	10.90%	3123	112	17	15.18%	0	12	10.71%	19	16.96%	64	57.14%
Normal	165361	126545	3123	438	76.53%	3123	438	43	9.82%	36	60	13.70%	71	16.21%	228	52.05%
Early Voting	165361	349	3123	2	0.21%	3123	2	0	-	0	0	-	1	50.00%	1	50.00%
Provisional	165361	144911	3123	552	87.63%	3123	552	60	10.87%	36	72	13.04%	91	16.49%	283	53.08%



YAVAPAI COUNTY ELECTIONS DEPARTMENT

REJECTED BALLOTS REPORT

November 3, 2020

GENERAL ELECTION

Precinct # & Name	PROVISIONAL	EARLY
201 EAGLE	27	2
202 COURT	10	5
203 FAIR	3	6
204 GOLF	15	5
205 MINE	18	2
206 HILL	-	-
207 MESQUITE	21	1
208 YARN	2	-
209 WICK	6	-
210 WALNUT	-	-
211 SPRINGS	1	-
212 PLEASANT	-	-
213 SKULL	-	-
214 KIRK	1	-
215 BUCK	13	4
216 CREEK	10	2
217 WIND	1	-
218 WELL	17	4
219 FORT	38	6
220 RIM	-	-
221 SALT	-	-
222 BUG	11	2
223 SUNSET	11	4
224 TOWERS	-	-
225 IRON	19	4
226 SPIRIT	-	-
227 RUBY	8	6
228 SCARLET	8	1
229 ONYX	29	5
230 AZURE	30	4
231 QUAIL	1	-
232 GHOST	8	1
233 BRIDGE	-	-
234 WATSON	18	1
235 RANCH	6	1
236 CAMP	1	-
237 BASIN	22	5
238 GRAZE	33	14
239 COYOTE	7	1
240 CARS	5	-
241 STONE	7	-
242 WATER	5	3
243 BURRO	12	3
244 BISON	28	6
245 BIGHORN	26	5
UNKNOWN	1	-
TOTALS	479	103

**PROVISIONAL BALLOT
REJECT REASONS**

- SIGNATURE DIFFERENT
- 1 EMPTY ENVELOPE
- 10 INCOMPLETE / NOT SIGNED
- 11 ID NOT PROVIDED
- VOTED TWICE
- 373 NOT REGISTERED/NOT ELIGIBLE
- REGISTERED TOO LATE
- 34 VOTED EARLY BALLOT
- MINOR
- 50 OUT OF JURISDICTION
- VOTED IN WRONG PRECINCT
- WRONG PARTY

- 479 TOTAL

**EARLY BALLOT
REJECT REASONS**

- 5 EMPTY ENVELOPE
- 9 NOT SIGNED BY VOTER
- 21 NO AFFIDAVIT
- 68 SIGNATURE DIFFERENT
- VOTED TWICE

- 103 TOTAL

Registered Voters 3,123 - Total Ballots 2,702 : 86.52%

DEWEY-HUMBOLDT COUNCIL MEMBER
(4-YEAR TERM)

Vote For 1

Total Votes	552	
Baker, Christopher (W)	60	10.87%
Lake, Patti (W)	36	6.52%
Stanfield, Debra (W)	72	13.04%
Thomas, Barry (W)	91	16.49%
Write-In	293	53.08%

DEWEY-HUMBOLDT COUNCIL MEMBER (4-YEAR TERM)

Jurisdiction	Turnout			Reg. Voters	Total Voters	Baker, Christopher (W)	Lake, Patti (W)	Stanfield, Debra (W)	Thomas, Barry (W)	Write-In
	Reg. Voters	Ballots Cast	% Turnout							
EAGLE (201.00)										
Normal	8836	535	6.05%	-	-	-	-	-	-	-
Early Voting	8836	7586	85.85%	-	-	-	-	-	-	-
Provisional	8836	11	0.12%	-	-	-	-	-	-	-
COURT (202.00)										
Normal	7050	578	8.20%	-	-	-	-	-	-	-
Early Voting	7050	5527	78.40%	-	-	-	-	-	-	-
Provisional	7050	25	0.35%	-	-	-	-	-	-	-
FAIR (203.00)										
Normal	5071	311	6.13%	-	-	-	-	-	-	-
Early Voting	5071	4219	83.20%	-	-	-	-	-	-	-
Provisional	5071	7	0.14%	-	-	-	-	-	-	-
GOLF (204.00)										
Normal	7181	469	6.53%	-	-	-	-	-	-	-
Early Voting	7181	6154	85.70%	-	-	-	-	-	-	-
Provisional	7181	10	0.14%	-	-	-	-	-	-	-
MINE (205.00)										
Normal	999	442	44.24%	-	-	-	-	-	-	-
Early Voting	999	383	38.34%	-	-	-	-	-	-	-
Provisional	999	3	0.30%	-	-	-	-	-	-	-
HILL (206.00)										
Normal	87	22	25.29%	-	-	-	-	-	-	-
Early Voting	87	58	66.67%	-	-	-	-	-	-	-
Provisional	87	-	-	-	-	-	-	-	-	-
MESQUITE (207.00)										
Normal	1518	278	18.31%	-	-	-	-	-	-	-
Early Voting	1518	1062	69.96%	-	-	-	-	-	-	-
Provisional	1518	8	0.53%	-	-	-	-	-	-	-
YARN (208.00)										
Normal	890	156	17.53%	-	-	-	-	-	-	-
Early Voting	890	610	68.54%	-	-	-	-	-	-	-
Provisional	890	4	0.45%	-	-	-	-	-	-	-
WICK (209.00)										
Normal	1066	121	11.35%	-	-	-	-	-	-	-
Early Voting	1066	894	83.86%	-	-	-	-	-	-	-
Provisional	1066	-	-	-	-	-	-	-	-	-

DEWEY-HUMBOLDT COUNCIL MEMBER (4-YEAR TERM)

	Turnout		Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	Baker, Christopher (W)	Lake, Patti (W)	Stanfield, Debra (W)	Thomas, Barry (W)	Write-In
	Reg. Voters	% Turnout										
WALNUT (210.00)												
Normal	67	3	4.48%	-	-	-	-	-	-	-	-	-
Early Voting	67	52	77.61%	-	-	-	-	-	-	-	-	-
Provisional	67	-	-	-	-	-	-	-	-	-	-	-
SPRINGS (211.00)												
Normal	36	1	2.78%	-	-	-	-	-	-	-	-	-
Early Voting	36	33	91.67%	-	-	-	-	-	-	-	-	-
Provisional	36	-	-	-	-	-	-	-	-	-	-	-
PLEASANT (212.00)												
Normal	0	-	-	-	-	-	-	-	-	-	-	-
Early Voting	0	-	-	-	-	-	-	-	-	-	-	-
Provisional	0	-	-	-	-	-	-	-	-	-	-	-
SKULL (213.00)												
Normal	403	28	6.95%	-	-	-	-	-	-	-	-	-
Early Voting	403	335	83.13%	-	-	-	-	-	-	-	-	-
Provisional	403	1	0.25%	-	-	-	-	-	-	-	-	-
KIRK (214.00)												
Normal	797	89	11.17%	-	-	-	-	-	-	-	-	-
Early Voting	797	563	70.64%	-	-	-	-	-	-	-	-	-
Provisional	797	1	0.13%	-	-	-	-	-	-	-	-	-
BUCK (215.00)												
Normal	4754	341	7.17%	-	-	-	-	-	-	-	-	-
Early Voting	4754	4012	84.39%	-	-	-	-	-	-	-	-	-
Provisional	4754	8	0.17%	-	-	-	-	-	-	-	-	-
CREEK (216.00)												
Normal	2812	357	12.70%	-	-	-	-	-	-	-	-	-
Early Voting	2812	2077	73.86%	-	-	-	-	-	-	-	-	-
Provisional	2812	9	0.32%	-	-	-	-	-	-	-	-	-
WIND (217.00)												
Normal	139	18	12.95%	-	-	-	-	-	-	-	-	-
Early Voting	139	94	67.63%	-	-	-	-	-	-	-	-	-
Provisional	139	-	-	-	-	-	-	-	-	-	-	-
WELL (218.00)												
Normal	3102	525	16.92%	-	-	-	-	-	-	-	-	-
Early Voting	3102	2111	68.05%	-	-	-	-	-	-	-	-	-
Provisional	3102	15	0.48%	-	-	-	-	-	-	-	-	-
FORT (219.00)												
Normal	7416	1092	14.72%	-	-	-	-	-	-	-	-	-
Early Voting	7416	4949	66.73%	-	-	-	-	-	-	-	-	-
Provisional	7416	31	0.42%	-	-	-	-	-	-	-	-	-

DEWEY-HUMBOLDT COUNCIL MEMBER (4-YEAR TERM)

	Turnout		Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	Baker, Christopher (W)	Lake, Patti (W)	Stanfield, Debra (W)	Thomas, Barry (W)	Write-In
	Reg. Voters	Ballots Cast										
RIM (220.00)												
Normal	35	7			20.00%							
Early Voting Provisional	35	24			68.57%							
SALT (221.00)												
Normal	428	49			11.45%							
Early Voting Provisional	428	332			77.57%							
BUG (222.00)												
Normal	3906	701			17.95%							
Early Voting Provisional	3906	2502			64.06%							
SUNSET (223.00)												
Normal	2092	503			24.04%							
Early Voting Provisional	2092	1181			56.45%							
TOWERS (224.00)												
Normal	2092	8			0.38%							
Early Voting Provisional	108	5			4.63%							
Normal	108	87			80.56%							
Early Voting Provisional	108											
IRON (225.00)												
Normal	7195	973			13.52%	3123	112	17	15.18%	0	12	10.71%
Early Voting Provisional	7195	5392			74.94%	3123	438	43	9.82%	36	8.22%	60
SPRIT (226.00)												
Normal	7195	12			0.17%	3123	2	0		0		1
Early Voting Provisional												
IRON (225.00)												
Normal	73	13			17.81%							
Early Voting Provisional	73	50			68.49%							
RUBY (227.00)												
Normal	73	1			1.37%							
Early Voting Provisional												
RUBY (227.00)												
Normal	6363	557			8.75%							
Early Voting Provisional	6363	5109			80.29%							
SCARLET (228.00)												
Normal	6363	6			0.09%							
Early Voting Provisional												
SCARLET (228.00)												
Normal	5350	531			9.93%							
Early Voting Provisional	5350	4386			81.98%							
ONYX (229.00)												
Normal	5350	2			0.04%							
Early Voting Provisional												
ONYX (229.00)												
Normal	8601	808			9.39%							
Early Voting Provisional	8601	6612			76.87%							
Normal	8601	21			0.24%							

DEWEY-HUMBOLDT COUNCIL MEMBER (4-YEAR TERM)

	Turnout		Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	Baker, Christopher (W)	Lake, Patti (W)	Stanfield, Debra (W)	Thomas, Barry (W)	Write-In
	Reg. Voters	Ballots Cast										
AZURE (230.00)												
Normal	7639	885			11.59%	-	-	-	-	-	-	-
Early Voting	7639	5463			71.51%	-	-	-	-	-	-	-
Provisional	7639	29			0.38%	-	-	-	-	-	-	-
QUAIL (231.00)												
Normal	411	44			10.71%	-	-	-	-	-	-	-
Early Voting	411	345			83.94%	-	-	-	-	-	-	-
Provisional	411	-			-	-	-	-	-	-	-	-
GHOST (232.00)												
Normal	2859	364			12.73%	-	-	-	-	-	-	-
Early Voting	2859	2132			74.57%	-	-	-	-	-	-	-
Provisional	2859	9			0.31%	-	-	-	-	-	-	-
BRIDGE (233.00)												
Normal	81	4			4.94%	-	-	-	-	-	-	-
Early Voting	81	62			76.54%	-	-	-	-	-	-	-
Provisional	81	-			-	-	-	-	-	-	-	-
WATSON (234.00)												
Normal	9498	526			5.54%	-	-	-	-	-	-	-
Early Voting	9498	8167			85.99%	-	-	-	-	-	-	-
Provisional	9498	14			0.15%	-	-	-	-	-	-	-
RANCH (235.00)												
Normal	4808	422			8.78%	-	-	-	-	-	-	-
Early Voting	4808	4085			84.96%	-	-	-	-	-	-	-
Provisional	4808	-			-	-	-	-	-	-	-	-
CAMP (236.00)												
Normal	654	70			10.70%	-	-	-	-	-	-	-
Early Voting	654	516			78.90%	-	-	-	-	-	-	-
Provisional	654	1			0.15%	-	-	-	-	-	-	-
BASIN (237.00)												
Normal	6997	1069			15.28%	-	-	-	-	-	-	-
Early Voting	6997	4867			69.56%	-	-	-	-	-	-	-
Provisional	6997	11			0.16%	-	-	-	-	-	-	-
GRAZE (238.00)												
Normal	8595	1342			15.61%	-	-	-	-	-	-	-
Early Voting	8595	6116			71.16%	-	-	-	-	-	-	-
Provisional	8595	20			0.23%	-	-	-	-	-	-	-
COYOTE (239.00)												
Normal	3496	368			10.53%	-	-	-	-	-	-	-
Early Voting	3496	2777			79.43%	-	-	-	-	-	-	-
Provisional	3496	9			0.26%	-	-	-	-	-	-	-

DEWEY-HUMBOLDT COUNCIL MEMBER (4-YEAR TERM)

	Turnout		Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	Baker, Christopher (W)	Lake, Patti (W)	Stanfield, Debra (W)	Thomas, Barry (W)	Write-In					
	Reg. Voters	% Turnout															
GARS (240.00)																	
Normal	1012	211			20.85%	-	-	-	-	-	-	-					
Early Voting	1012	600			59.29%	-	-	-	-	-	-	-					
Provisional	1012	3			0.30%	-	-	-	-	-	-	-					
STONE (241.00)																	
Normal	691	170			24.60%	-	-	-	-	-	-	-					
Early Voting	691	406			58.76%	-	-	-	-	-	-	-					
Provisional	691	3			0.43%	-	-	-	-	-	-	-					
WATER (242.00)																	
Normal	6308	410			6.50%	-	-	-	-	-	-	-					
Early Voting	6308	5352			84.84%	-	-	-	-	-	-	-					
Provisional	6308	10			0.16%	-	-	-	-	-	-	-					
BURRO (243.00)																	
Normal	8621	863			9.89%	-	-	-	-	-	-	-					
Early Voting	8621	6667			77.33%	-	-	-	-	-	-	-					
Provisional	8621	18			0.21%	-	-	-	-	-	-	-					
BISON (244.00)																	
Normal	11175	1131			10.12%	-	-	-	-	-	-	-					
Early Voting	11175	8326			74.51%	-	-	-	-	-	-	-					
Provisional	11175	12			0.11%	-	-	-	-	-	-	-					
BIGHORN (245.00)																	
Normal	6141	635			10.34%	-	-	-	-	-	-	-					
Early Voting	6141	4270			69.53%	-	-	-	-	-	-	-					
Provisional	6141	19			0.31%	-	-	-	-	-	-	-					
Total	165361	18017	3123	112	10.90%	3123	112	17	15.18%	0	12	10.71%	19	16.96%	64	57.14%	
Normal	165361	126545	3123	438	76.53%	3123	438	43	9.82%	36	8.22%	60	13.70%	71	16.21%	228	52.05%
Early Voting	165361	349	3123	2	0.21%	3123	2	0	-	0	-	0	-	1	50.00%	1	50.00%
Provisional	165361	144911	3123	552	87.63%	3123	552	60	10.87%	36	6.52%	72	13.04%	91	16.49%	283	53.08%

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR COUNCIL MEETING MINUTES
OCTOBER 20, 2020, 6:30 P.M.**

A REGULAR COUNCIL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, OCTOBER 20, 2020, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. THE MEETING WAS HELD VIA ZOOM VIDEO/TELECONFERENCE. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order** Mayor Nolan called the meeting to order at 6:30 p.m.
2. **Roll Call** Town Councilmembers Karen Brooks, Lynn Collins, John Hughes, Mark McBrady, Victoria Wendt, Vice Mayor Amy Lance and Mayor Terry Nolan were present. **Town Clerk Note** (as required by Public Body Rules of Policies and Procedures PG No. TC12-01): Town staff implemented and tested Zoom Video Communications – Pro prior to the first Council Meeting at which Zoom was utilized. Permissions in Zoom prevented the use of a chat feature, to ensure that members could not communicate except for verbally to all members. The first page of the agenda included instructions for public participation via video or calling in to the meeting; members of the public were also able to submit comments via email to the Town Clerk to be read at the meeting. After the meeting, Town staff downloaded the meeting video from Zoom. Additionally, Town staff attended the meeting in the Council Chambers and utilized the video recording system; the video recording system recorded all audio from the Council discussions and actions, and video of staff.
3. **Pledge of Allegiance** Audience member Glen Blomgren led the Pledge.
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

Vice Mayor Lance stated there will be a Council of Electors meeting on the first Monday in November.

B. Recognition of Denise Rogers for her time volunteering as the editor of The Dewey-Humboldt Newsletter

Mayor Nolan acknowledged Denise Rogers for her work that she has done for the Town and the community in putting the Newsletter together for the Town. He stated Ms. Rogers was also on the Council for a time, then she decided to take on the Newsletter and she has done a very good job as the editor.

CM Hughes thanked her for all her dedication and service to the Newsletter and said she did a great job through all the years.

CM Brooks thanked Denise for all her hard work, and she did an outstanding job. She said the Newsletter was terrific and wished her and her husband well in the future.

VM Lance said thank you to Denise for all her hard work and time that she has put in with the Newsletter. She stated she has done a lot for the Town. She said Denise and her husband really cared about our community and she really appreciated that.

CM Wendt thanked Denise for all her hard work and effort in volunteering for the town, not only on the Newsletter, but as Council.

CM Collins thanked Ms. Rogers for all her work with the Town and with the Newsletter. She stated she did a great job for a long time and she put a lot of effort into it.

C. Proclamation – declaring October 18 – 24, 2020 as Cities and Towns Week

Mayor Nolan read the proclamation on Cities and Towns Week 2020 – October 18-24, 2020.

6. **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.

No one spoke.

7. Consent Agenda – no items.

8. 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.

A. Town Manager's Report on the status of the federal CARES Act funding and distribution requirements through the State of Arizona

Mr. Hanks updated the Council on the CARES Act. He stated we had one member from the public contact Representative Gosar's office regarding the application and status. He said our portion of the CARES Act is a total of \$475,955 that we are eligible for. Due to the limitations on services that the town provides, we didn't think that we would be eligible for all of it. We submitted the Sheriff's contract and were allowed to get reimbursed \$325,080 on payroll portion of the contract. After a month's long discussion with a number of people at the state, they allowed us to submit for our Public Works field staff payroll reimbursement up to \$149,875. He said that on November 3, we should have all the paperwork for them to bring to Council to approve the agreement for the CARES Act totaling \$475,955.

CM Brooks thanked Mr. Hanks saying he did an outstanding job and went above and beyond the call of duty.

CM Wendt asked if it is designated how the money can be spent. Mr. Hanks said it will go in our General Fund and can be spent on anything. The funds were reimbursed for specific expenses that have either occurred or will occur by the end of the year. They allowed us to classify our field staff as emergency responders based on our records.

B. Town Manager's Report on the status of the Urban Land Institute Survey and the number of responses received from Councilmembers to date

Mr. Hanks reported that at the October 6th meeting we asked Council to submit back responses to the survey questions by October 13th. Three responses have been received from Councilmembers, Brooks, Collins and Wendt. We need to have responses back by Friday, otherwise we are going to proceed forward with the information that we have received.

C. Town Manager's Report on the status of the one-year lease extension for the current Town Hall location, 2735 South Highway 69

Mr. Hanks reported that in late April, early May Council directed staff to begin the negotiations. Negotiations are on-going and will be brought back to Council on November 3rd.

CM Collins asked for the November 3rd meeting to also have an Executive Session. Ms. Bigelow suggested the Executive Session start at 6:00 p.m.

CM McBrady questioned the additional \$983.32 as he thought this was calculated for the whole year, not per month. Ms. Bigelow went over the calculations with the square footage of 4,083 x \$289/year. She said the additional amount is \$11,800/year.

D. Town Manager's Report on the status of the new Town Hall project, to be located at 12938 East Main Street

Mr. Hanks stated they have been working with the architect and engineers on the mechanical and they are working on the engineering. We are in the process of preparing the bid documents for the steel building shell and should have this back to Council by November 3rd.

9. 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 formal Council approval of the advertisement, position description, salary range and markets in which to advertise, and Council authorization to begin advertising. (Staff CC)

Mr. Hanks said there is a vacancy announcement is in the packet for review with everything that was recommended and a salary range of \$90,000-\$120,000. He said we are going to advertise at the League, the ICMA, on our websites and in the Daily Courier.

CM Brooks said everything looked very good.

Vice Mayor Lance responded to a research email sent by Judy Kerber and asked her about the salary range for a Town Manager. She said it was too low and it should be \$110,000-\$140,000. There was further Council discussion with the Town Manager and the Town Attorney on the salary range.

Vice Mayor Lance made a motion to approve the plan with adjustment of the salary range \$100,000-\$150,000, seconded by Councilmember Collins. The motion passed on a roll call vote 4-3. CM Brooks – nay; CM Collins – aye; CM Hughes – aye; CM McBrady – nay; CM Wendt – aye; VM Lance – aye; Mayor Nolan – nay.

B. Discussion and possible action relating to the recruitment process for the Town Manager position. Staff is seeking formal Council approval of the roadmap for the recruitment process, which includes the steps and timelines involved in the Town Manager recruitment. (Staff CC)

Mr. Hanks stated we made a couple of changes to the roadmap for the recruitment process regarding advertising and reviewing of resumes.

Councilmember Hughes made a motion to approve the roadmap for the Town Manager recruitment process as presented, with the stipulation that the dates may change as the process moves forward, seconded by Vice Mayor Lance. The motion passed on a roll call vote 7-0. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Wendt – aye; VM Lance – aye; Mayor Nolan – aye.

C. Discussion and possible action to approve the letter of acknowledgement to all Town Manager applicants (Staff CC)

Mr. Hanks spoke about sending a Letter of Acknowledgement to applicants with two options for added information to go with the letter. These are Option A and Option B for Council review and approval.

Councilmember Hughes moved to approve Option B of the Acknowledgement Letter and authorize staff to use it to acknowledge all applicants for the Town Manager position, seconded by Mayor Nolan. The motion passed on a roll call vote 7-0. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Wendt – aye; VM Lance – aye; Mayor Nolan – aye.

D. Discussion and possible direction to staff relating to recognition of members of the Council whose terms of office are ending (Staff CC)

Mr. Hanks said that PG No TC 16-01 Service Recognition states that the policy is to acknowledge them.

Councilmember Brooks made a motion to have plaques prepared and presented to Mayor Nolan and Councilmember Wendt at the December 1st Town Council meeting for their years of service and, if open, have refreshments prior to the meeting, seconded by Vice Mayor Lance. The motion passed on a roll call vote 6 aye, 0 nay, 1 abstain. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Wendt – aye; VM Lance – aye; Mayor Nolan – abstain.

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

Vice Mayor Lance said she would like to have an Executive Session prior to the next meeting time of 6:30 p.m.

Vice Mayor Lance made a motion to meet in Executive Session prior to the next meeting where the subject is being discussed at 6:00 p.m., seconded by Councilmember Collins. The motion passed on a roll call vote 7-0. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Wendt – aye; VM Lance – aye; Mayor Nolan – aye.

11. Adjourn.

The meeting adjourned at 7:19 p.m.

Terry Nolan, Mayor

ATTEST: _____
Beth Evans, Administrative Assistant II

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Dewey-Humboldt, Arizona, held on the 20th day of October 2020. I further certify the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____.

Beth Evans, Administrative Assistant II

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COUNCIL COMMUNICATION

Regular Council Meeting Date: **December 1, 2020**

Agenda Item: **12.A.**

Submitted by: Kay Bigelow, Town Attorney

Subject:

Discussion and possible action relating to the recruitment process for the Town Manager position. Staff is seeking Council approval of the applicant screening process and the letter to applicants who are not selected to move forward. **Note:** Following tonight's discussion and direction, staff will prepare documents that will be brought forward for formal approval at a future Council Meeting.

Background:

In following with the Town Manager Recruitment Roadmap, which was approved by Council on October 20, 2020, this item has been placed on the agenda for Council to begin discussing the applicant screening process and a letter to send to applicants who are not selected to move forward. Tonight's discussion is preliminary only; documents memorializing the direction received tonight will be prepared and brought back to Council at a later meeting for formal approval.

Applicant Screening Process

Staff recommends the applicant screening process be broken into the following two steps:

- Applicants who do not meet the minimum qualifications
- Applicants who meet the minimum qualifications

The following are the minimum qualifications, as approved by Council in the position description:

- At least five years of progressively responsible experience in a local government or an organization of comparable complexity;
- Bachelor's degree in public administration, business management, or equivalent.

Applicants who **do not** meet the minimum qualifications. Staff recommends that the Town Attorney be authorized to review all applications and remove from further consideration applicants who do not meet the minimum qualifications.

Applicants who meet the minimum qualifications could then be reviewed by Council to narrow down to a list of finalists. Options for the screening of applicants meeting the minimum qualifications include:

- Use of a private firm;
- Town Council as a whole;
- Subcommittee of the Town Council.

As a consideration, if Council chooses to be involved (as a whole or as a subcommittee), Open Meeting Law requirements must be met. From the 2017 League Executive Recruitment Guide:

Confidentiality is an important consideration in any recruitment. The elected body should determine at the outset, the extent to which the recruitment process will be public. Until the finalists are selected, the confidentiality of résumés should be maintained and should be consistent with applicable with [sic] state law and advice of local governments.

Letter to applicants not selected to move forward

Letters as recommended by the League will be sent to applicants throughout the process at each appropriate step along the way. The League two sample letters are attached for your information.

Financial Impact:

Costs will vary depending on the outcome of tonight's agenda item.

Town of Dewey-Humboldt
P.O. Box 69
Humboldt, AZ 86329
Phone: 928-632-7362 | Fax: 928-632-7365
www.dhaz.gov

Direction Requested:

Staff is seeking direction from Council on the aspects outlined above.

Suggested Motion:

Council's pleasure.

Attachments:

Excerpt from Dewey Humboldt Town Manager Recruitment Roadmap; 2017 League Executive Recruitment Guide; League Sample Letters – reprinted exactly as included in the 2017 League Executive Recruitment Guide

2020 Town Manager Recruitment Process Roadmap

(based on the League of Arizona Cities and Towns 2017 Executive Recruitment Guide)

1. Define position/create a position description.

The Town of Dewey-Humboldt has historically not used a position description for the Town Manager role. A position description will help to identify the qualities that Council is seeking in a Town Manager and give prospective applicants an idea of what is expected of them.

Introduced: October 6, 2020

Review: October 13, 2020

Target Action: October 20, 2020

2. Prepare advertisement/set salary range.

The advertisement is the tool that will capture prospective applicants' attention. It should include all essential elements of the job, deadline dates, and a brief background on the Town.

Introduced: October 6, 2020

Review: October 13, 2020

Target Action: October 20, 2020

3. Interim Town Manager decision.

An Interim Town Manager will help to ensure that the Town's affairs are properly administered until a permanent Town Manager is selected and on board. Major actions and decisions should be deferred whenever possible during an Interim Town Manager's tenure. The documents prepared in steps 1 and 2 can be used in the recruitment and selection of an Interim Town Manager.

Introduced: October 6, 2020

Review: November 3, 2020

Target Action: November 3, 2020

4. Decide where to advertise.

The advertising market will be crucial in reaching the broadest scope of candidates. Resources such as the League's website and Town website/social media are free, while others such as the National League of Cities ("NLC") and International City/County Management ("ICMA") have a cost associated but reach more people.

Introduced: October 6, 2020

Review: October 20, 2020

Target Action: October 20, 2020

By meeting the dates above, the advertising window could be: **October 26, 2020** through **December 4, 2020** (allowing more than 30 days due to the Thanksgiving holiday weekend).

5. Prepare acknowledgement letter.

An acknowledgement should be sent to applicants as soon as applications are received. The letter can include additional information about the Town, as well as a general outline of the selection process and timeline.

Introduce: October 20, 2020

Review: October 20, 2020

Target Action: October 20, 2020

Ready to distribute: October 26, 2020 (or first day that the position is advertised).

6. Screen applicants/prepare regret letter.

Screening can begin following the closing date. Different screening options: Town staff reviewing for minimum requirements established by Council; a private firm; Town Council as a whole; a subcommittee of the Town Council formed as required per Town Code. During the screening phase, Council should identify a rough number of candidates that Council would like to try to interview. **The League states that the time required for the screening is two weeks.**

Introduce for Council discussion of how the screening will work and the regret letter: November 3, 2020

Review documentation prepared by staff: November 17, 2020 or December 1, 2020

Target Action approving the screening process: November 17, 2020 or December 1, 2020

Screening start: December 7, 2020

Screening complete: December 18, 2020

7. Reference checks.

Reference checks should be conducted prior to interviews. This will help narrow down the number of candidates who are selected for interviews. Due to the sensitive nature of reference checks, Council may wish to either hire a private firm for the reference checks or, at a minimum, work with the Town Attorney to develop questions. **The League states that the time required for the screening is 3-4 weeks depending on the number of candidates and who performs the checks.**

Introduce for Council discussion of the process: December 1, 2020

Review documentation prepared by staff: December 8, 2020

Target Action approving the reference check process: December 15, 2020

Reference checks begin: December 21, 2020

Reference checks complete: January 19, 2021 (taking into consideration the Martin Luther King, Jr. holiday)

8. Interviews.

Decision points for Council include: whether to pay travel expenses, to arrange tours for candidates prior to their interview, the interview questions, and the interview date. All finalists should be interviewed on the same day to ensure that all applicants are treated equally. **The League states that two weeks is required; however, additional time may be required to account for second interviews, if required.**

Council select target interview date(s): December 15, 2020

Target first interview date: February 2, 2021

Council narrow down to finalists for second interview: February 2, 2021

Target second interview date: February 16, 2021

9. Selection/negotiations.

Decision points for Council will be based on the finalist and may include starting salary, moving expense reimbursement, and similar negotiation points. **The League states that most managers will require a minimum of 30 days to give notice to their present employer.**

Target finalist selection date: February 16, 2021

Negotiating window: February 16, 2021 through March 2, 2021 (may need to call Special Meetings)

30-day notice window: April 1, 2021

10. New Town Manager starts.

Council may wish to hold an initial work meeting with the new Town Manager to discuss and clarify initial expectations for both the Council and Manager. This should be as soon as possible after the new Manager starts.

It is possible that the new Town Manager will not start until mid- to late-April, 2021.

This overall timeframe would coincide with the League statement that the approximate total time including relocation is 20-26 weeks. Due to a portion of the recruitment falling during holidays, additional time has been added.

- Type of services provided
- Statement of starting salary, or that salary is open and commensurate with background and experience. A local government with a formal salary policy should openly declare it on the announcement.
- Filing deadline, including any special items of information desired such as salary history, writing sample, and work related references.
- Brief description of key areas of interest and desirable experiences and qualifications
- Where and to whom to send resumes
- Web site address of local government

Step 3. Decide Where to Advertise

The most common publications in which Arizona cities advertise are the League website, ICMA Newsletter, and online job boards. These publications will generally reach the vast majority of interested and qualified applicants. Addresses and general publication information are also found in Appendix C. Many jurisdictions also choose to advertise in their local newspapers, primarily as a courtesy notification.

Step 4. Acknowledgement Letter

A letter thanking the candidate for his or her interest should be sent on city/town letterhead over the chief elected official's signature as soon as an application is received. This is a good opportunity to tell the candidate a little more about the city/town and the geographic area. If you don't already have a prepared job brochure, cities may choose to insert a publication describing the community. A general outline of the selection process and timeline should also be provided to avoid numerous phone calls and personal inquires. A sample can be found in Appendix D.

Step 5. Screening of Applicants

Time required: 2 weeks

Screening can begin following the closing date. Whether the full council (or a subcommittee), a private firm conducts the screening, the primary document used in the screening should be the profile developed earlier in the process by the council. Narrowing the applicant list using only the applicant's cover letter and resume can often be a difficult process.

Occasionally, a city/town prefers to further narrow applicants by asking for submission of writing sample or response to essay questions relative to the position. The council can use the responses to further evaluate the applicant's opinions, breadth of experience and expertise. The written response is useful to evaluate timeliness, thoroughness, use of English language, etc. From these responses, a smaller number of candidates are selected for background checks or interviews. Note: IF this option is taken, generally allow three to four weeks additional time.

Confidentiality is an important consideration in any recruitment. The elected body should determine at the outset, the extent to which the recruitment process will be public. Until the

finalists are selected, the confidentiality of résumés should be maintained and should be consistent with applicable with state law and advice of local governments.

Regret letters will be mailed throughout the process at each appropriate step along the way. (Samples are in Appendix D.)

Step 6. Reference Checks

Time required: 3-4 weeks depending on the number of candidates and who performs the checks.

Generally, a list of four to seven finalists is a good beginning point for reference checks. This should produce three to six suitable candidates for interviews. A larger starting list is necessary if the city/town wishes to interview more candidates.

If you are contracting with a professional firm, they will do the reference checks and candidate pre-screening interviews for you. If you are doing the recruitment in-house, we recommend that you consult with your attorney and HR department about the kinds of inquiries you can legally make in reference interviews. Given the federal and state laws regarding personnel matters and the potential liability with improper questions, you may choose to contract with a professional reference service for this portion of the recruitment. Additionally, it can sometimes take multiple calls and time scheduling to complete all the background checks. A minimum of three weeks is normally necessary to complete this step. See Appendix J for more details.

Step 7. Interviews

Time required: 2 weeks

Prior to the interviews, the council may wish to send the applicants additional information about the city, such as the budget, comprehensive plan, charter, etc. Occasionally, applicants will request information about housing costs, spousal employment opportunities, schools, etc. The local chamber of commerce can provide helpful information to respond to these requests.

Also prior to interviewing applicants, the council needs to decide whether to pay travel expenses, whether to pay for spouse's expenses, and whether or not to arrange tours, etc. It is common for a city/town to pay for transportation costs, meals and lodging for candidates being interviewed. Many cities and towns arrange for tours of the community and facilities for candidates prior to their interview.

Consensus among council members is critical when selecting a new manager and is not likely to be achieved if only some council members are conducting the interviews, the entire council should interview the finalists. In compliance with the Arizona Open Meetings Laws, interviews may be conducted in executive session since the council is dealing with personnel matters.

Interviews should be scheduled as close together as possible—preferably the same day- in order to assure equal treatment of the candidates. Job-related questions should be prepared in advance and each of them asked of all candidates. The manager profile is useful in deciding

APPENDIX D.1

Sample Acknowledgement Letter

(City/Town Letterhead)

Date:

Dear _____:

Thank you for your application for the position of City Manager for the City of Generic, Arizona. Here are some details about our selection process and an outline of our general time frame.

Applications will be reviewed based on a profile that was developed by the city council. Approximately 10-12 applicants will be presented to the council for further consideration. The council will screen those applications and by mid-January identify a smaller group on which to perform background checks. We expect that the background checks will be completed by late January. Shortly thereafter, a few individuals will be scheduled for interviews. The council hopes to make their final selection by late July.

We will try to keep you advised of the status of your application as decisions in the selection process are made.

Enclosed is some information about our community that you might find interesting and helpful.

Please contact our staff if you have any additional questions. Thank you for your interest in the City of Generic.

Sincerely,

Mayor
City of Generic, Arizona

APPENDIX D.2

Sample Regret Letter

(City/Town Letterhead)

Date:

Dear _____:

Thank you for submitting your resume for the City Manager position and for your patience in waiting to hear from us.

The City has completed a thorough review of all the applications for this position and is now focused on a limited number of top qualifying candidates with the most closely related professional experience. Unfortunately, your application is not included in this top qualifying group.

We truly appreciate your interest in the City of Generic as an employer of choice, and we thank you for taking the time to complete and submit your materials. If there is anything else we can do for you please don't hesitate to contact us.

Sincerely,

HR Representative

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COUNCIL COMMUNICATION

Regular Council Meeting Date: **December 1, 2020**

Agenda Item: **12.B.**

Submitted by: Kay Bigelow, Town Attorney

Subject:

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

Background:

The latest version of the Lease for the current Town Hall premises and the Sheriff Station provides for an extension of the term by 12 months but because the ownership of the premises was changing at the time of the last adoption of the Lease, the rental amount was not determined at that time.

The new owner CP 2004 Station 1, LLC has increased the rent for the current premises from \$4,418.00 to \$5,265.22 which is approximately a 20 percent increase. The new owner is also willing to give us another year extension for 2022 if the construction of the new town hall is not completed in 2021.

Financial Impact:

Increase of 20 percent in rent for current Town Hall and Sheriff Station for calendar year of 2021.

Direction Requested:

Accept the increase of rent because new town hall is being constructed and projected to be completed before end of 2021. Given the short amount of time that Town needs an interim location before moving to the newly constructed town hall a move to an alternative place during year of 2021 would cost far more for one year in money as well as operational problems than the 20 percent increase in rent staying at the current premises.

Suggested Motion:

I move to approve the modification of the Lease with CP 2004 Station 1, LLC increasing the monthly rent to \$5,265.22 during the year of 2021 and adding the potential option for Town to extend its lease into year of 2022.

Attachments:

Lease, Assignment of Lease to CP2004 Station 1, LLC, Amendment of Lease (will be added on 11/27/20)

Humboldt Station Lease

AMENDED AND RESTATED REAL PROPERTY LEASE AGREEMENT

THIS AMENDED AND RESTATED REAL PROPERTY LEASE AGREEMENT ("Lease") entered into this 15th day of October, 2019, 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").

RECITALS

Landlord and Tenant are the parties to that certain Real Property Lease Agreement, as amended from time to time (collectively, the "Original Agreement").

The parties wish to amend and restate the Original Agreement in its entirety so that the Original Agreement is completely replaced by this document.

AGREEMENTS

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:
 - 2.1 The term of this Lease began on January 1, 2016 and shall expire on December 31, 2020. 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 single one (1) year extension as to the Leased Premises. Upon exercise of said extension, the term of this Lease shall expire on December 31, 2021.
 - 2.2 The rental rates during the Lease extension shall be mutually agreed upon by Landlord and Tenant and all other terms hereunder shall be the same during the initial term and the extension term.
3. Rental Amounts:
 - 3.1 During the initial term, Tenant shall pay the amount of Four Thousand Four Hundred Eighteen Dollars (\$4,418.00) per month as base rent for the Leased Premises. During both the initial and the extension terms, this base rent includes all ad valorem taxes and any and all 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.
 - 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 be due and payable.

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. Tenant's Default:
 - 5.1 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 for a period of 30 consecutive days, other than in connection with a reconstruction or remodel.
 - 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.
 - 5.2 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. Landlord shall use commercially reasonable efforts to mitigate all of its damages.
- 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 decisions of the State of Arizona.

6. Landlord's Default:

6.1 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.

6.2 Tenant's Remedies In Default:

A. 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 and offset such costs against rent. 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

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.

9.1 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.

8. Nature of the Use of Leased Premises: Tenant shall, subject to the terms hereof, 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, 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.

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 Leased Premises is limited to inspection of the Leased Premises upon reasonable notice and only while accompanied by an agent of Tenant.

B. Pursue any other remedy now or hereafter available to Tenant under the laws or judicial decisions of the State of Arizona.

sum Tenant has paid until Tenant is reimbursed in full for the sum and interest on it. this Paragraph 6.2, Tenant shall have the right to withhold from future rent due the is reimbursed by Landlord. If Landlord fails to reimburse Tenant as required by

- 9.2 Tenant shall have the right to erect, install, maintain and operate on the Leased Premises such equipment, fixtures and signs as Tenant may deem advisable, subject to local ordinances.
10. 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.
11. Common Facilities: Tenant's employees and citizens 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 at no additional cost.
12. Maintenance Responsibilities.
- 12.1 Tenant shall, during the term of the Lease and as its sole expense, keep and maintain the interior non-structural portions 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.
- 12.2 Landlord shall, during the 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 12.1, including but not limited to (i) all common areas (including without limitation providing snow removal), (ii) structural portions of the Leased Premises which shall include but not be limited to the roof, roof membrane, walls, foundation, plumbing system, air conditioning, heating, and electrical systems that were either in place when the original Lease term commenced or replaced by Landlord, (iii) the air conditioning unit in Suite 5 (Sheriff's office), and (iv) 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.
- 12.3 Landlord shall, during the term of the Lease and at its sole expense provide pest, varmint and animal control and removal.

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.

17. 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.

16. 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' 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.

15. 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".

14. Eminent Domain: If any part of the Leased Premises or any material portion of the parking servicing the Leased 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 that possession or 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.

13. Destruction of Premises: In the event of the total destruction of the Leased 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 tenable.

18. 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 Leased 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.
19. 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.
20. 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.
21. 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 obligations hereunder which arise after the effective date of any such assignment so long as any assignee assumes Landlord's obligation hereunder in writing in form acceptable to Tenant. 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.
22. Assignment and Subletting: Tenant shall not assign or sublet its interests, hereunder, without the prior written consent of Landlord (not to be unreasonably withheld, conditioned or delayed), 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.
23. 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

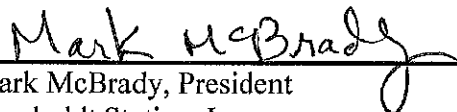
securing, drafting or creating this Agreement on behalf of the Town from any other party to the Agreement arising as a result of this Agreement.

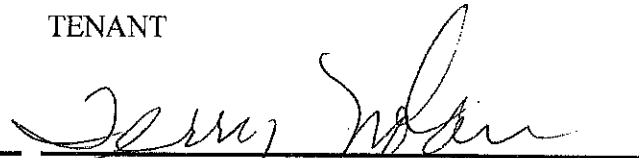
33. Effect of Agreement: This Agreement shall become effective only upon full execution by the parties hereto. At such time as this Agreement becomes effective, it shall in all respects supersede the Original Agreement and the parties' respective obligations shall in all respects be governed by this Agreement. Until such time as this Agreement has been fully executed by the parties, this Agreement shall be of no force and effect and the parties' respective obligations shall in all respects be governed by the Original Agreement.
34. Covenant of Title and Quiet Enjoyment: Landlord represents and warrants that Landlord owns the Leased Premises and parking areas associated therewith in fee simple. The Leased Premises is and shall be subject to no leases, easements, covenants, restrictions the like which in any manner prevent or restrict Tenant's use of the Leased Premises for lawful purpose.

ENTERED INTO this 15th day of October, 2019.

LANDLORD

TENANT


Mark McBurdy, President
Humboldt Station, Inc.


Terry Nolan, Mayor
Town of Dewey/Humboldt

APPROVED AS TO:


Kay Bigelow
Attorney for the Town of Dewey-Humboldt

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Remove all computer wiring and computer receptacles. Repair and replace any electrical wiring that is disrupted or interrupted by the removal of walls. Repair all drywall holes and drywall holes created by the removal of computer and electrical wiring. Repair all drywall holes and drywall voids created by the removal of walls.

Walls to be removed:

Suite 5: No need for wall removal.

Suite 10a: No need for wall removal.

Suite 11: Wall #1 - Removal of South wall between Judge's Office and Court Clerk Office
Wall #2 - Removal of East wall between Judge's Office and West wall of Suite #12

Suite 12: Wall #3 - Removal of North wall between Lobby and Copy / Record Storage Room

Suite 13: Wall #4 - Removal of North wall between Town Manager's Office and hallway

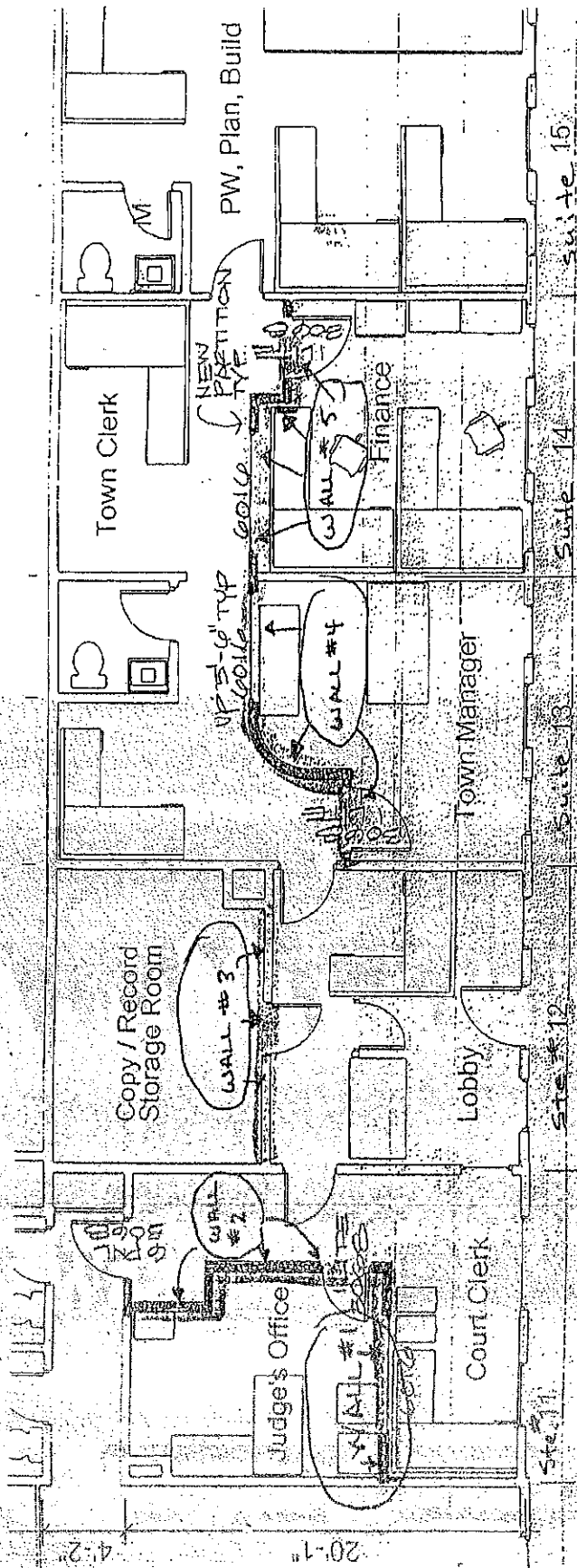
Suite 14: Wall #5 - Removal of North wall between Finance Office and hallway

Suite 15: No need for wall removal

Exhibit A

Exhibit B

WALLS TO BE REMOVED



ASSIGNMENT OF LEASE AND ASSUMPTION

Humboldt Station, Inc., an Arizona corporation (the "Assignor"), for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable considerations, hereby assigns and transfers to CP 2004 Station 1, LLC, an Arizona limited liability company, c/o Marvin L. Rose, Partner, Rose Garden III, Limited Partnership, Member; Rose Garden II, LLC, an Arizona limited liability company, General Partner; Consolidated Wealth Management Corp., Manager (hereinafter "CP 2004") and The Carioca Company, an Arizona corporation (the "Assignee"), all right, title and interest in and to that certain Lease (the "Lease"), dated October 15, 2019 wherein Assignor is the landlord and Town of Dewey-Humboldt (the "Tenant"), is the tenant, embracing the real property located at 2735 S. Hwy 69, Suite(s) 5, 10A, 11, 12, 13, 14 and 15, Dewey-Humboldt, Arizona.

NOW, THEREFORE, in consideration of the terms and conditions hereof, and other valuable consideration, Assignor and Assignee agree as follows:

1. Assignment of Lease. Subject to the terms and conditions hereof, Assignor hereby assigns and transfers to Assignee, all of its right, title and interest as the landlord under the Lease and acknowledges that following the date hereof, the Assignor shall hold no rights in or under the Lease.

2. Assumption of Lease. Assignor hereby agrees to allow Assignee assume the landlord's interest in the Lease for the balance of the term thereof and to faithfully perform all of the covenants, duties and obligations of Assignor, as landlord under the Lease.

3. Assignor's Covenants. Assignor warrants that it is a validly formed and duly organized corporation in the State of Arizona, that it has full power and

authority to enter into this Assignment, it has not assigned, transferred or conveyed its interest in the Lease to any other person, firm or entity, and the interest of the Assignor in the Lease assigned to the Assignee is free of any encumbrance, that it has full power and authority to make this Assignment, that the Lease is not in default by either party thereto, and that all of the obligations of the Tenant under the Lease have been performed in full by the Tenant according to the terms of the Lease, and that all of the terms, conditions, covenants, agreements and provisions of the Lease are in full force and effect without any defenses or offsets thereto. The Assignor further represents and warrants that the Lease dated October 15, 2019, by and between the Assignor and the Tenant that was previously provided by the Assignor to the Assignee is a true, full, complete and correct copy of the Lease, and that there are no amendments to the same.

4. Assignee Representations. Assignee represents to Assignor that it is a validly formed and duly organized limited liability company in the State of Arizona, that it has full power and authority to enter into this Assignment, and that, upon execution of this Assignment, Assignee will be bound by all of the terms and conditions contained in this Assignment and the Lease relating to the landlord prior to the date of this Assignment of the Lease. Assignee represents and warrants to Assignor that it has received and reviewed a complete and accurate copy of the Lease and that it fully understands all of its terms and provisions.

5. Assignor's Indemnification. Assignor shall indemnify and hold Assignee harmless from and against any and all loss, costs, damage or expense that Assignee may suffer by reason of Assignor's failure to perform any of the obligations of

the landlord under the Lease prior to the date hereof, or if any representation made by Assignor herein is untrue or incorrect in any respect.

6. Assignee's Indemnification. Assignee shall indemnify and hold Assignor harmless from and against any and all loss, costs, damage or expense that Assignor may suffer by reason of Assignee's failure to perform any of the obligations of the landlord under the Lease after the date hereof, or if any representation made by Assignee herein is untrue or incorrect in any respect.

7. Full Force and Effect. Assignor and Assignee hereby agree that this Assignment will in no way change or modify the terms of the Lease, except as otherwise provided herein, which each hereby ratifies and agrees remains in full force and effect as amended hereby.

8. Successors and Assigns. This Assignment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

9. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Arizona.

DATED this 26 day of March, 2020.

HUMBOLDT STATION, INC.,
an Arizona corporation

By: Mark McBrady
Name: Mark McBrady
Title: President