

ASSISTANT TOWN CLERK MEGAN BEJARANO

WORK SESSION MEETING

NOVEMBER 5, 2021; 10 A.M.

**WORK SESSION AGENDA
DUNCAN COMMON COUNCIL
THURSDAY, NOVEMBER 5, 2021; 10:00 AM
DUNCAN TOWN HALL; 506 SE OLD WEST HIGHWAY
DUNCAN, ARIZONA**

PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA) THE TOWN OF DUNCAN DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY IN THE ADMINISTRATION OF ITS PROGRAMS OR SERVICES.

INDIVIDUALS WITH DISABILITY WHO REQUIRE ACCOMMODATIONS, INCLUDING AUXILIARY AIDS OF SERVICES FOR EFFECTIVE COMMUNICATION, SHOULD CONTACT THE TOWN OF DUNCAN ADA COMPLIANCE COORDINATOR AT LEAST 24 HOURS IN ADVANCE AT (928) 359-2791, MONDAY-THURSDAY, 8-5, TO MAKE KNOWN THEIR NEEDS AND PREFERENCES.

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE:

PRAYER:

CALL TO PUBLIC: COMMENTS ON MATTERS FROM THE PUBLIC NOT LISTED ON THE AGENDA. THOSE WISHING TO ADDRESS THE COUNCIL SHOULD FILL OUT A "REQUEST TO ADDRESS THE COUNCIL" FORM AND PRESENT IT TO THE TOWN CLERK PRIOR TO THE BEGINNING OF THE MEETING. THE MAYOR WILL RECOGNIZE THE PERSON WISHING TO SPEAK DURING THE CALL TO THE PUBLIC ITEM SHOWN ON THE AGENDA. TIME PERMITTING; EACH PRESENTATION WILL BE GIVEN APPROXIMATELY THREE (3) MINUTES, NO ACTION OR COUNCIL DISCUSSION WILL RESULT FROM THE PUBLIC COMMENTS OR MATTERS NOT LISTED ON THE AGENDA (A.R.S. §38-431-02).

1. **PRESENTATION BY DESERT CAT RESCUE AND SANCTUARY OF ARIZONA:**
DISCUSSION ONLY.....DIRECTOR CHERYL CHRISTENSEN
2. **PRESENTATION BY MIDSTATE ENERGY: UPDATE ON ENERGY SAVING CAPITAL IMPROVEMENT PROJECT:**
DISCUSSION ONLY.....ACCOUNT MANAGER EDWARD FARRELL
3. **FINANCIAL MANAGEMENT TRAINING: READING AND UNDERSTANDING MUNICIPAL BUDGETS:**
DISCUSSION ONLY.....FINANCIAL CONSULTANT PAT WALKER
4. **DISCUSSION ON THE ADOPTION OF THE 2021 GREENLEE COUNTY MULTI-JURISDICTIONAL MULTI-HAZARD MITIGATION PLAN:**
DISCUSSION ONLY.....COMMON COUNCIL

5. **DISCUSSION ON THE HIRING OF A PERMENENT TOWN MANAGER AND PERMENENT TOWN CLERK:**
DISCUSSION ONLY.....COMMON COUNCIL
6. **DISCUSSION ON THE CONSOLIDATION AND DIVESTMENT OF MUNICIPAL-OWNED REAL ESTATE:**
DISCUSSION ONLY.....COMMON COUNCIL
7. **DISCUSSION ON THE PRIVATE USE OF MUNICIPAL-OWNED REAL ESTATE, BUILDINGS, AND PROPERTY:**
DISCUSSION ONLY.....COMMON COUNCIL
8. **DISCUSSION OF CONTINUED LEGAL SERVICES BY PIERCE COLEMAN. THE COUNCIL MAY VOTE TO DISCUSS THIS MATTER IN EXECUTIVE SESSION PURSUANT TO A.R.S. § 38-431.03(A)(1):**
DISCUSSION ONLY.....COMMON COUNCIL
9. **CONSIDERATION OF DATE AND TIME OF NEXT MEETING:**
DISCUSSION ONLY.....COMMON COUNCIL
10. **CONSIDERATION OF ITEMS FOR THE NEXT MEETING:**
DISCUSSION ONLY.....COMMON COUNCIL
11. **ADJOURNMENT:**
DISCUSSION AND ACTION.....COMMON COUNCIL

NOTE: PURSUANT TO A.R.S. § 38-431-03 (A)(3). THE COUNCIL MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE TOWN ATTORNEY CONCERNING ANY MATTER LISTED ON THIS AGENDA. THE INFORMATION DISCUSSED AT ANY EXECUTIVE SESSION AND THE MINUTES THEREOF ARE CONFIDENTIAL.

COPIES OF AGENDAS MAY BE REQUESTED AT THE TOWN OF DUNCAN (928) 359-2791.
MEETING CAN BE ACCESSED AT THE FOLLOWING WEBLINK:

<https://us02web.zoom.us/j/8826331012?pwd=TkxESTdMdlYrM0pOVUFKbk1sME1uZz09>

Presentation by Desert Cat Rescue and Sanctuary of Arizona



Desert Cat Rescue & Sanctuary of Arizona Mission Statement:

Having a deep compassion for animals, we bring awareness through education, support through fostering and life through adoption.

Thank you for including us today. We would like to share a bit about our work in the community. We are a foster based rescue and do not have an actual facility to house the multitudes that come our way. We are able to assist with friendly cats that may need help to find homes as long as we have space available. While we cannot take in dogs as we do not have anyone that can work that part of the rescue, we do provide programs for both dogs and cats.

History

- We filed for our non-profit status in 2015. We were approved by the Arizona Corporation Commission on 12/23/2015. We achieved our non-profit status February 22, 2016.
- We offer our services throughout Southeastern Arizona, from Greenlee County to Tucson & Green Valley.
- We are a foster based rescue & we do not have an actual building. Most work is done by volunteers.
- We work with several Animal Control facilities including Greenlee County Animal Control, Willcox Animal Control, Pima Animal Care Center (PACC) and some as far away as Casa Grande & Roswell, NM.
- We currently have 10 board members. Our Board meets every month on the second Wednesday of the month.

Our Partners

5 PetSmart Stores located in the El Con Mall (Broadway Blvd), Tucson, AZ; Store #2363 | La Toscana Village (Ina & Oracle), Tucson, AZ; Store #2582 | Green Valley PetSmart, Green Valley, AZ; Store #3131 | Broadway Plaza (Broadway & Pantano), Tucson, AZ; Store #0137 | Sierra Vista PetSmart, Sierra Vista, AZ; Store #2135.

Safford Adoption Center: We have also partnered with Pawsh Puppies Grooming Safford and use their street front windows to display kitties for adoption. 614 S. 5th Ave. Safford, AZ.



Veterinary Clinics:

Desert Cross Veterinary Hospital, Thatcher, AZ | Santa Cruz Veterinary Clinic, Tucson, AZ | Feline LTD, Tucson, AZ.

SEACUS: Happy Pets ~ Meals on Wheels Program

Grant Associations:

United Way of Graham & Greenlee County for Happy Pets ~ Meals on Wheels

Arizona Community Foundation of the Gila Valley & Animal Welfare Grant, Phoenix for Discount Spay/Neuter vouchers.

Arizona Community Foundation, Southeastern Arizona for veterinary bills & special projects.

Programs & Activities

Happy Pets ~ Meals on Wheels:

Our very first community program was our Happy Pets ~ Meals on Wheels program which started in September 2017 in partnership with SEACUS. This program provides weekly supplements of pet food for the Meals on Wheels recipients. Up to two bags per household in any combination.

Lives & Literacy Reading Program:

In February 2019 we officially started our Lives & Literacy Reading Program. When someone adopts from us with children ages 0-12, they are given a book bag with new books so they can go home and read to their new pet. This not only helps with literacy; it also promotes bonding & forever homes.

Spay/Neuter Discount Vouchers:

This program has the greatest impact in our community - our Spay/Neuter Voucher program. This program is done in partnership with Desert Cross Veterinary Hospital in Thatcher, AZ. In the spring of 2018 we received our first grant from the Arizona Community Foundation of the Gila Valley to provide the residents of Graham County with discount spay/neuter vouchers. Any cat vouchers were \$20/any dog vouchers are \$40. We are continuing to provide this program through 2022. In 2021, we added Greenlee County to our grants. At this time, our active programs available to Greenlee County are: Discount Spay/Neuter Vouchers for Low-Income Residents – anyone that may be on unemployment, government assistance programs, single parents, senior citizens, etc. "Cat Only" Vouchers; Cat voucher are \$30.00 for either spay or neuter. All veterinary services are provided by Desert Cross.



Desert Cat Adoption Centers

- 4/10/2018 we became an approved PetSmart Charity and took on our first PetSmart store located in the El Con mall, Tucson. This store provides us with an 8 kennel adoption center that can house up to 12+ kitties at a time, depending on size & temperament.
- On 11/10/2019, we added our second PetSmart store located in Green Valley. This store has 6 large kennels/ 2 cats each plus a large 8x12 room for groups of kitties.
- On 10/11/2020, we added our 3rd PetSmart store located at Ina & Oracle in Tucson. This store gives us 3-4 kennels for 1-2 cats in each.
- 06/2021 We added Sierra Vista PetSmart. We share this center with 2 other rescues. We have 2 kennels and can usually take in 3 kittens at a time.
- 10/04/2021 We were invited into the Broadway Plaza (Broadway & Pantano), Tucson, AZ; Store #0137. This offers us 6 regular kennels and 2 extra-large kennels for bonded pairs or groups of kittens.

AT THIS TIME, WE CURRENTLY HAVE 137 CATS IN FOSTER CARE. WE HAVE COMPLETED 428 ADOPTIONS SO FAR THIS YEAR. THE MAJORITY OF THESE CATS COME FROM GRAHAM/GREENLEE COUNTIES, AND WILLCOX ANIMAL CONTROL.

Veterinary Care is given to every cat before it is put up for adoption. All veterinary services are performed by a licensed veterinarian.

- Spay/Neutered
- SNAP tested for FeLV/FIV (Feline Leukemia Virus/Feline Immunodeficiency Virus)
- FVRCP Vaccinated:
 - FVR = Feline Viral Rhinotracheitis
 - C = Calicivirus
 - P = Panleukopenia, also known as feline distemper
- FeLV Vaccinated: Feline Leukemia Virus (if needed)
- Rabies Shots
- Micro-chipped

TNR – Trap, Neuter, Return:

Doris Kempton handles our TNR program in Graham County. She has TNRd 34 cats so far this year. This program targets feral/wild cats that live in the community, cats that cannot be caught and have to be trapped. This program lets feral cats live & thrive as healthy cats in the community while ending the cycle of producing new litters of kittens. In time this will allow for healthy community cats that serve a purpose in rodent control, bug control, etc. The cats are “ear-tipped” so they are easily identifiable as a colony cat that has been spay/neutered. Desert Cross Veterinary Hospital offers spay/neuter of feral cats *free of charge* to the community!

Per Alley Cat Allies, “while catching and removing cats may temporarily reduce the number of cats in a given area, it is ultimately counterproductive. Removing cats only creates a vacuum that will soon be filled by nearby cats, who move in to use the resources that sustained the cats who were removed. These cats breed and the area is soon populated again.

TNR is good public policy. It reduces animal shelter intake, “euthanasia” numbers and calls to animal control agencies, which saves tax dollars. Hundreds of communities have adopted official TNR ordinances and policies, and thousands more conduct grassroots, volunteer-led TNR programs. Those numbers continue to grow because the programs have proven successful in a wide variety of environments.” See: www.alleycatallies.org for more information.

It would be great to establish a TNR (Trap, Neuter, Return) Program in Duncan if any community member is interested in leading that. Cats would need to be trapped, transported to Desert Cross in Thatcher before 8am Monday-Friday and picked up before 5pm. We would also need to confirm that she is willing to take cats from Duncan if you wish to set up a program. TNR is the best way to get feral cat populations under control so you have healthy cats living in your community – healthy cats that are not reproducing!

We want to let you know that we are here, working in this community. We are helping our community care for their pets, making pets healthier and communities safer & healthier, which in turn makes our community a more desirable place to live for residents and tourists. We want to teach the community that cats & dogs are not an unwanted, disposable population. We would like to end the “free to good home” cycle. These animals deserve our care and respect, the same as any other living being.

Thank you for giving us a chance to share with you this morning.

Canute & Cheryl Christensen



Legal Information



UNDERSTANDING YOUR LOCAL GOVERNMENT & ANIMAL CONTROL

Understanding how your local government and animal control work is an important part of effectively advocating for cats in your community.

Your local government can make laws and policies that impact cats and how you care for them, and local government, animal control, agencies or contractors can enforce those laws and policies. As you advocate and care for cats, you'll no doubt interact with your local government and animal control, so understanding what they're all about is key.

Local governments—counties, townships, special districts, and municipalities (cities, towns, and boroughs)—administer animal control in various ways. It is important to understand how animal control is managed in your community so you can effectively advocate for laws and policies that protect and improve the lives of cats. To launch a successful campaign to create positive changes for cats, you'll need to:

- Identify your local animal control structure
- Research animal control contracts, laws, and shelter reports
- Get to know your animal control and shelter providers

Animal control service providers can help the people and animals in your community in a variety of ways, including rescuing animals in distress, reuniting lost pets and their owners, and responding to nuisance

complaints. Animal control officers are important decision makers when laws and policies are developed that impact community cats and Trap-Neuter-Return (TNR) programs, and policymakers often look to them for guidance on best practices. However, it's important to remember that animal control officers also work for local governments to enforce their laws. In other words, legislators set the parameters in which animal control officers work. So, taking the time to learn how your animal control works—this should include visiting the shelter and introducing yourself to animal control officers and shelter staff—will pay off in your future advocacy efforts!



IDENTIFY YOUR LOCAL ANIMAL CONTROL STRUCTURE WORKSHEET

First, you'll want to determine how your local government is structured to provide animal control services. Below is a worksheet that you can use as a starting point that is based on the most common structures, but it's possible your community operates differently or does not provide animal control services at all. By filling out this worksheet, you will answer three important questions:

- Who oversees your animal control services?
- Who provides your animal control services?
- Who funds your animal control services?

To find this information, start by checking your local government's website. You can either locate the "government" section of the website and review the "departments" and/or "agencies" pages, or, if available, simply use the search tool and type in "animal control." You can also get this information by:

- Asking the help desk at your local library
- Contacting your local elected representative(s)
- Calling, visiting, or emailing City Hall and/or the county clerk

Step One: Who oversees your animal control services? (Circle all that apply)

Animal control is run by a group of elected officials in a:

County

Township

Special District

City

Town

Borough

These officials are organized into a:

Council

Board

Commission

Committee

Other: _____

They hold regular meetings at the:

City Hall

Council Office

Other: _____

They report to the:

Mayor

County Executive

Other: _____

Elected local officials administer animal control by deciding who will provide the services, how much money they can spend, and what laws they must follow. While elected officials may not work with animals directly or have any animal control and shelter experience, it is their responsibility to make sure animal control services meet the needs of their community.

IDENTIFY YOUR LOCAL ANIMAL CONTROL STRUCTURE WORKSHEET

Step Two: Who provides your animal control services? (Fill in all that apply)

There are a variety of individuals and organizations who can provide animal control services to a community. To determine all the stakeholders in your local animal control system, fill in the questions in the boxes below by selecting from the list of options on the left of the page. There may be multiple answers to these questions so select all the options that apply.

GOVERNMENT AGENCY

Public safety
Code compliance
Public health
Health and human services
Environment
Agriculture
Animal services/control
Public works

Who provides shelter for stray animals?

Who enforces animal control laws, such as leash laws or licensing laws?

Who rescues animals in distress?

Who responds to nuisance complaints?

FOR-PROFIT

Veterinary clinic
Local business
Private animal control contractor

Who helps people who have been injured by an animal?

Who investigates animal cruelty cases?

NONPROFIT

Animal welfare league
Humane society
SPCA
Animal rescue

Step Three: Who funds your animal control services? (Circle all that apply)

It's important to know who provides the funds for animal control and how much money is provided. There are two main sources of funding for animal control: your local government (tax dollars) and third-party donors (grants, foundations, and donations).

Animal control is funded by:

Tax Dollars

Grants

Foundations

Donations

Other: _____

If the animal control provider is a government agency or for-profit contractor, tax dollars are being used to pay for the services. However, if the provider is a nonprofit contractor, the funding could come from tax dollars and/or third-party donors. This distinction can get confusing because a local government may contract with a nonprofit that receives tax dollars for animal control services and receives donations for other community services. Government agencies can also create their own nonprofit entities so they can obtain funding from both sources.

RESEARCH ANIMAL CONTROL CONTRACTS, LAWS, AND SHELTER REPORTS

Once you understand how your local government is structured, your next step is to research the contracts, laws, and shelter reports that hold animal control accountable to your community.

Contracts & Laws

Contracts and laws provide information that will help you better understand your local animal control system. First, contracts and laws will reveal which person or department is specifically in charge of animal control. There should be something written that explains if animal control is managed by an elected body of officials or an agency of the government, and defines the roles and responsibilities of animal control if the services are provided by a nonprofit or for-profit organization or individual. For example, when animal control officers are police officers, their oversight is explained in the law because they are government employees. When animal control officers work for a humane society, their oversight is explained in a contract between the organization and the government. That is why you need to research both contracts and laws.

Contracts are also important in determining how your animal control is funded. If animal control is contracted to a nonprofit organization, they may receive funding from the local government through a written contract and from the public through grants and donations. Government agencies and for-profit contractors sometimes have nonprofit entities so they can apply and qualify for grants and donations. Since animal control contracts are at the discretion of local government officials, there is significant variation between jurisdictions. Regardless of the source of your animal control's funding, it's important to remember that your local elected officials are ultimately responsible for approving the budget for animal control programs and services. So, if you want your animal control to start a TNR program, you may need to convince your elected officials to account for it in their animal control budget.



State and local laws define how animal control services are provided to your community. For example, state law defines the number of days a stray animal must be held at a shelter before being available for adoption. Each state government has a website where you can find its current laws. Local governments may also have animal control laws or policies posted online, or instructions for how to request the information. To locate your state and local laws that impact community cats and TNR programs, check out our *Cats and the Law: Finding and Understanding Your Laws* resource at alleycat.org/FindingLaws.

Lastly, if a nonprofit organization provides part or all of your animal control services, you can review their Form 990. The Internal Revenue Service (IRS) requires tax-exempt organizations, non-exempt charitable trusts, and section 527 political organizations to file a Form 990, or Return of Organization Exempt from Income Tax. Form 990s are publicly accessible reports that list an organization's activities and governance (including its mission and number of employees and volunteers), revenue (including contributions and grants), and expenses (including salaries and benefits). We recommend you pay particular attention to the Statement of Program Service Accomplishments section of the form. Here, the organization must describe the accomplishments for its three largest (i.e., most expensive) program services. To learn more about Form 990 requirements, visit irs.gov and search for "form 990".

Shelter Reports

Animal control records provide information on what happened to each animal who was impounded and brought to the shelter. Shelter records typically note the number of animals who entered the shelter (intake), who are adopted (save rate or live release rate), who are euthanized (for reasons such as illness, injury, or owner request), and who are killed (for reasons such as space constraints or time spent at the shelter). Your shelter's performance can be measured by these shelter reports, so it's important to obtain as many records as possible.

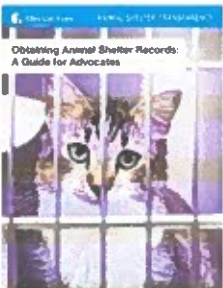
Some states require animal shelters to report to the state. Many states and local governments also require shelters to maintain records on individual animals. Other shelters have decided to keep such records on their own. To obtain your local shelter's reports, first confirm if reporting is required in your state. If it is, you will be prepared to respond if your local government denies or ignores your request. If reporting is not required, you should still ask for them, but understand that these records may not exist.

You have a right to information about how your government operates. Do not be discouraged if you do not get what you want right away. We suggest you try to get the information in this order:

1. Look for laws on your state and local government websites
2. Ask the help desk at your local library
3. Contact your local elected representative(s)
4. Call, visit, or email City Hall and/or the county clerk and ask for the government agency responsible for the animal control services contract
5. Call, visit, or email the government agency responsible for the animal control services contract and ask for a copy of the contract and shelter reports
6. Call the mayor's office
7. Submit a public records request to the government agency and request a copy of the contract for animal control services (see below for more information)

Public Records Request

If your efforts to gather copies of contracts, laws, and shelter reports are unsuccessful, your next step is to submit a public records request to the government agency that oversees your local animal control services. All 50 states and the District of Columbia have public records laws similar, though not identical, to the federal Freedom of Information Act (FOIA). State public records laws allow members of the public to get documents and other public records from state and local governments. The laws are not all the same, so it is important to understand the specific state law that you must follow.



Be aware that communities differ on what information must be recorded by their government agencies. Keep in mind that the government has no obligation to create a record that does not exist to respond to a public record request. For more information, see our guide on animal shelter records at alleycat.org/GetShelterRecords.

Be prepared to be persistent. You have a right to this information.

GET TO KNOW YOUR ANIMAL CONTROL AND SHELTER PROVIDERS

Animal control and shelter services are delivered through various arrangements in the public, nonprofit, and private sectors. Animal control and animal sheltering are government responsibilities, so local officials decide if these services will be provided by a government agency or contractor, unless local law or charter provisions determine the decision. Sometimes different entities provide these services, so an animal control officer and a shelter manager in the same community may have very different points of view.

While the tasks performed by animal control and shelters are similar regardless of who is responsible for them, there are differences in how they are run, the amount of resources available, and their goals. Understanding the differences between these arrangements will help you develop an effective strategy to advocate for cats in your community. There is an advantage to arrangements in which animal control officers work in a shelter environment—oftentimes these officers approach the public with a focus on community outreach and education, versus a punitive approach with a focus on enforcement.

Animal Control and Shelter Arrangements



How animal control and sheltering fits in your local government can be just as important as who is providing the services to your community.

Individual Agency or Department

When animal control is an individual entity, it may benefit from greater independence and flexibility. Directors of standalone animal control agencies are typically given more freedom to make management decisions but, like with any other government agency, budget cuts are always possible. This arrangement may be a disadvantage when there are operational problems, since a standalone agency may not have the same support and resources as agencies that are part of a larger department.

Example: [CITY NAME] Animal Control Services and Adoption Center.

Part of Another Agency or Department

When animal control is part of a larger entity, it may benefit from more resources and management skills from the other agencies and departments. However, it may be managed by people who don't have a background in animal control. For example, if animal control is a part of the health department, it will have direct access to veterinarians and other professionals who are skilled at addressing disease outbreak concerns. But the head of the department may not have experience responding to animal cruelty crimes or resolving nuisance complaints.

Example: [CITY NAME] Police Department includes a branch for animal control.

Split Between Two or More Providers

Animal control services may be assigned to multiple providers due to costs, availability of resources, and a community's specific needs. Providers of field and shelter services may include local humane societies, SPCAs, veterinary clinics, and other government entities. Another approach is to split animal control services between two or more local governments. While this arrangement can make sure all animal control needs are covered, the successful coordination between governments requires clear communication of roles and responsibilities.

Example: Field services are provided by [CITY NAME] animal control officers, who are government employees, and shelter services are provided by [CITY NAME] Humane Society, a nonprofit group.

Partnership with Other Governments

Rather than split up animal control services, a community may decide to partner with other local governments to create a regional animal control agency. The benefits of this arrangement include more resources and coverage of a larger area. While a regional agency may provide a more uniform and improved level of service, a plan is needed to address potential conflicts between all partners.

Example: Regional Animal Control Services includes [CITY #1], [CITY #2], and [CITY #3].

Animal Control by a Government Agency

Your local animal control may be managed by a government agency and funded by tax dollars. This is important to know because you can increase your leverage to change programs and policies by pointing to your animal control's public funding source. The following is a description of the most common agencies and departments responsible for animal control, and how the characteristics of each one impact the way animal control services are provided.



Public Safety (Police/Sheriff's Department)

Law enforcement is a top priority when a public safety agency oversees animal control services. There are many benefits to this arrangement, including resources (police departments tend to be funded better than other government agencies), response time (there is always someone on duty to answer calls), support (they are visible within the community), and structure (the environment tends to be procedurally driven).

While enforcing animal control laws is important, the prevention of and response to crimes that involve people is a top priority. There are many ways this arrangement can be organized. For example, animal control officers may be civilian employees who report to a police officer, animal control officers may also be police officers, or both animal control officers and police officers may enforce animal control laws.

Code Compliance

Code compliance is a community outreach program in which officers enforce local laws to keep neighborhoods clean, functioning, and peaceful. When animal control services are assigned to code compliance, their top priority is addressing animal issues that negatively impact neighborhoods. Officers typically focus on loose pets, noise complaints, damage to property, and disruptions caused by having too many pets. Code compliance officers can issue citations and prosecute cases. Even if animal control does not have this arrangement, animal control officers may work with code compliance, since animal and resident concerns may be related.

Health Agency or Department (Public Health, Environmental Health, Agriculture Department)

If disease control is a top priority for your animal control officers, a health agency or department likely oversees their services. This arrangement focuses on rabies prevention, pet vaccinations, and animal bite investigations in addition to standard animal control services. A benefit of animal control programs run by health agencies is a more stable budget, since some of their responsibilities are required by state law. They are also able to quickly respond to disease concerns.

Animal Control by a Contractor

Local governments may outsource animal control services to the private sector due to their budget, their community's priorities, and the size of their local cat and dog population. Though these partnerships can provide a cost-saving opportunity, the arrangement may be temporary. You may be able to take advantage of a temporary arrangement because the contract expiration date creates an opportunity to change your animal control policies and provider.

Nonprofit

Nonprofit animal welfare organizations, such as humane societies, SPCAs, and animal welfare leagues, can be important resources to local governments that need assistance with animal control services. These organizations may want to increase their revenue, donors, and presence in the community. While partnerships between local governments and nonprofits can be successful, often the differences between the two entities' missions, priorities, and oversight can be challenging to manage. Ultimately, it's important to understand that nonprofits do not set policy. Their power to provide animal control services is determined by a contract or law, and they are not government employees.

For-Profit

If a community needs minimal animal control services due to a small population of animals, local governments may employ an animal control officer and contract with a private operator, like a local veterinary clinic, to provide other services. Typically, for-profit individuals or businesses will impound sick, injured, or dangerous animals, while other animal control services like adoptions and spay and neuter surgeries are provided by a nonprofit animal welfare organization. For-profit operators are like nonprofits in that their services are based on a contract, so their partnership with a local government may be temporary.

TRANSFORMING KNOWLEDGE INTO ACTION

Congratulations! By learning more about how your local government and animal control work, you have taken a huge step toward protecting cats in your community. Now you can start developing a plan to create and change laws and policies—and we are here to help you every step of the way. Check out the *Alley Cat Allies Advocacy Toolkit* at alleycat.org/AdvocacyToolkit to learn about lobbying your legislators, building an advocacy network, reaching out to the media, and more!

We understand how complex local politics can be. Alley Cat Allies is rooting for you and the cats are counting on you!

SOURCES:

Aronson, S. (2010). *Animal control management: A new look at a public responsibility*. Purdue University.

Miller, L., & Zawistowski, S. (2013). *Shelter Medicine for Veterinarians and Staff* (2nd ed.). John Wiley & Sons, Inc.



ABOUT ALLEY CAT ALLIES

Alley Cat Allies is the global engine of change for cats. We protect and improve cats' lives through our innovative, cutting-edge programs. We are seen around the world as a champion for the humane treatment of all cats. Founded in 1990, today Alley Cat Allies has grown into a powerful force with more than 650,000 supporters. Together, we've helped and inspired countless individuals, communities, and organizations save and improve the lives of millions of cats and kittens worldwide. We work with lawmakers, animal shelters, and the public to change attitudes and advance lifesaving policies that best serve the interests of cats. Learn more about our work at alleycat.org. Connect with us on Facebook (facebook.com/AlleyCatAllies). Join us on Twitter (@AlleyCatAllies). Follow us on Instagram (@AlleyCatAllies).

Establishing an Animal Care Facility

Please note, I am not an authority on this subject, but I am able and willing to help research the options. Much of the following information is from my personal experience in working with local Animal Control/Animal Care Facilities.

The first thing to do is STOP thinking of this as Animal Control and endeavor to become an Animal Care Facility right from the start. You will have Animal Protection Officers, not Animal Control Officers.

In Tucson (Pima County), their facility is built next to the golf course in the upper class part of the city. The facility is called Pima Animal Care Center - PACC. Visit:

https://webcms.pima.gov/government/pima_animal_care_center/.

Maricopa County calls their facility Animal Care & Control – Maricopa County.

Also consider touring some facilities to obtain ideas. PACC in Tucson welcomes the public and is happy to share information. Our Board Members were given a tour a couple of years ago. It is a very friendly, happy place for people seeking services, pets and volunteers.

Animal Control is a harsh and undesirable place. Animal Care is a place for pets and people to feel safe and come to for assistance. Public view matters.

<https://www.lawinsider.com/dictionary/animal-control-facility> (Animal Control Facility)

Animal control facility means any facility operated by or under contract for the State, county, or any municipal corporation or political subdivision of the State for the purpose of impounding or harboring seized, stray, homeless, abandoned or unwanted dogs, cats, and other animals.

<https://www.dictionary.com/browse/animal-control> (Animal Care Facility)

A government entity that takes custody of stray domestic animals and facilitates their return to or placement in a home environment, defends animals from abuse and neglect, and protects the public from aggressive or dangerous animals.

Getting Started

1. A facility will need a sturdy building and good location. Your facility should also have enough room to create “yard” space so dogs can have free time to be out of their kennels in a fenced enclosure. You will also want to allow extra area in case you might want to expand and offer more services in the future.
2. I understand you have many buildings with potential to become a Facility. Again – choose a “nice” area for your facility and you will change the mindset of the public & community member.

I reached out to Adam O’Doherty with the United Way of Graham & Greenlee Counties. He suggested these starting points.

Grant funds are available from: <https://www.azdeq.gov/brownfields>

“Brownfields are abandoned or underutilized properties where reuse is complicated by actual or perceived environmental contamination. The spaces may include sites contaminated by hazardous substances, petroleum or mine-scarred land.

***Criteria**

Properties must fit all three criteria to be considered Brownfields:

- It is an underused commercial or industrial site.
- It has redevelopment potential.
- The site's redevelopment potential is complicated by known or perceived contamination from a hazardous substance as defined by the Environmental Protection Agency's Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

***Examples**

- Brownfields could be:
- Schools
- Fire Departments
- Hospitals
- Dry Cleaners
- Older Commercial Buildings
- Hotels & Motels

***Community Effects**

ADEQ recognizes the impact these Brownfields can have on a community, particularly properties with unresolved environmental issues. Brownfields are often abandoned, with owners no longer maintaining the space or paying taxes. Abandoned properties can quickly become local blights and may attract vandalism and illegal dumping. They degrade the environment, depress communities and potentially put human health at risk.

***Brownfields Revitalization Benefits**

Revitalizing Brownfields involves transforming these properties into something new, from neighborhood parks to commercial or retail spaces. Redeveloping Brownfields has the potential to reduce environmental hazards, create new business opportunities, increase tax revenue and restore blighted areas to productive use. Redevelopment may also prove less expensive than construction on previously undeveloped land because they typically have favorable locations (near potential markets and labor) and infrastructure already in place.

***Brownfields Assistance Program**

Local Governments, non-profits, Tribes and hospital, school, police and fire districts may apply for funding through ADEQ's Brownfields Assistance Program. Each fiscal year (July 1 through June 30), the Environmental Protection Agency (EPA) provides funding under a State Response Grant for Phase I and Phase II Environmental Site Assessments, Asbestos and Lead-Based Paint Surveys and Asbestos and Lead-Based Paint Abatements.

To learn more or apply for the program, call 602-771-2296.

Once your facility is chosen and you are ready to get started, there are many other form of assistance available. An Animal Care Facility is considered an Essential Community Facility. These facilities provide services in not only animal welfare, but also Community Health and Safety.

USDA Rural Development US Department of Agriculture: <https://www.rd.usda.gov/az>

- <https://www.rd.usda.gov/programs-services/community-facilities/community-facilities-direct-loan-grant-program/az>

What does this program do?

- This program provides affordable funding to develop essential community facilities in rural areas. An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community in a primarily rural area, and does not include private, commercial or business undertakings.

How may funds be used?

- Funds can be used to purchase, construct, and / or improve essential community facilities, purchase equipment and pay related project expenses.

What are the funding priorities?

- Priority point system based on population, median household income
 - Small communities with a population of 5,500 or less
 - Low-income communities having a median household income below 80% of the state nonmetropolitan median household income.
-

Information on law and who can create an Animal Care Facility see:

<https://www.alleycat.org/resources/guide-to-local-government-animal-control/>

This information is for community members to better understand their local facilities, but offers insight into how it can be accomplished and options to consider.

This is a good start on a facility. You can then seek out grants for equipment, etc. to get started. You can also establish a "Friends of Duncan Animal Care" 501c3 nonprofit to seek additional grant funding and help rehome adoptable animals.

Members of Desert Cat Rescue & Sanctuary of Arizona will also be available and willing to assist in any way we can.

Thank you for considering creating a facility to help local animals and people!

Presentation by Midstate Energy

PROJECT PROGRESS – TOWN OF DUNCAN

- 1) **March 11** – Veregy account reps met with Town Council to present project concept. Town Council approved a memorandum of understanding (no cost to Town and non-binding) for Veregy to conduct a feasibility study.
 - 2) **March 24** – Veregy engineer and account reps visited Duncan for site walk to determine potential energy conservation measures (ECMs). Town Manager escorted Veregy to the facilities.
 - 3) **April 8** – Veregy engineer returned to Duncan to collect water samples - to confirm how water quality is causing limescale formation in Hunter Estate well piping and distribution system. JT assisted with water sample collecting.
 - 4) **April 14** - Veregy account reps visited Duncan to deploy intelligence data gathering devices within Town of Duncan's buildings and infrastructure.
 - 5) **April 27** – Budgetary equipment quotes received and preliminary costs and savings workbook deemed at 50% draft, ready to review with Town Manager.
 - 6) **April 28** – Veregy account reps visited Duncan to –
 - a. Electronically file WIFA preliminary loan applications (PPL) with no commitment by the Town to borrow money. The main purpose for the application is to determine potential principal forgiveness
 - b. Town manager briefed about preliminary ECMs (Energy Conservation Measures). Based on Town Manager feedback, two ECMs removed from ECM list.
-
- 7) **June 21** – Town Council approves Veregy letter of intent (LOI) to continue with detailed study.
 - 8) **July 14** – Engineering Kick-off Meeting at Town Hall. Purpose was to discuss design requirements for 30% design drawings and then to visit sites, escorted by water operators to provide ideas / opinions / desires, to match drawings to reasonable Town requests.

- 9) **August 12** – Water softener equipment supply bid package released, kicking off bidding for eight bid packages.
 - 10) **August 18** – John Basteen resigns.
 - 11) **August 23** – Phillip Cushman becomes interim Town Manager.
 - 12) **September 7** – Veregy meets with Town Council to provide formal project status update. Removal of water softeners announced, due to higher than expected pressures at wells (requiring costly, customized pressure tanks.) Hunter wells to remain active to retain water rights, but may only be operated for 10 minutes per week to keep wells “fresh”.
-
- 13) **Late August to Mid-September** – Bid packages modified to include –
 - a. Bulk water fill station (at fire station) – credit card reader with cellular connection for billing.
 - b. Added a small amount of piping in front of the Library, to connect Duncan water system with Hunter Estates system.
 - c. “Miscellaneous Energy Conservation and Operational Improvement List” modified and coordinated with TOD operators.
 - d. Engineering redesign of water softener system to be located at the tanks on the bluff rather than the Riverside Wells (due to pressure issues.)
 - e. Added redesigned water softeners into bid packages. We now have two water softener buildings instead of one. (About double the work.) Because of the increased work scope, added as a “bid alternate” to the bid package.
 - 14) **September 13** – Water meter installer starts a four day review of existing water meter conditions, in anticipation of providing an existing conditions report for bidding. Report provided a few weeks later showed about 58% frozen curb stops (shut off valves in front of water meters), natural gas lines adjacent to water meters, and other non-typical conditions. Water meter installer refuses to provide pricing to install water meters due to non-typical existing conditions.

- 15) **October 13** – Bids for larger bid packages due. Phone calls just before bids due shows lack of electric and masonry bidding – too much work for these contractors. All bidders discuss they are unable to hold pricing for more than 7 days for PVC piping, steel, ductile iron piping, copper, etc. Veregy agrees to materials pricing adjustment in early March, after WIFA approves financing.
- 16) **October 14** – Bids extended to get 3 to 4 bids for all bid packages. Veregy continues to escort subcontractors for site visits for firm, fixed pricing.
- 17) **October 27** – Grant writer submits final report showing grant applications submitted as –

| Town of Duncan Grant Matrix FY 21 | | Maximum | Rose |
|--|--|-----------|-------------------|
| Funder | | Amount | Submission Dates: |
| Blue Cross Blue Shield of Arizona Corporate Giving | | \$100,000 | 8/13/2021 |
| The Legacy Foundation of Southeast Arizona | | \$100,000 | 8/13/2021 |
| Vitalyst Health Foundation Grant | | \$175,000 | 10/12/2021 |
| The Barr Foundation | | \$60,000 | 10/14/2021 |
| Change Happens Foundation | | \$50,000 | 10/15/2021 |
| The Rural Community Assistance Program | | \$55,000 | 10/18/2021 |
| Edwards Mother Earth Foundation | | \$20,000 | 10/20/2021 |
| Edward J. and LaNelle B. Robson Foundation | | \$25,000 | 10/22/2021 |
| Total grant requests - | | \$585,000 | |
| Estimated turnaround and notification 90-120 Days | | | |
| Grants notification contact-Justin Rundle and Anne Thurman | | | |

- 18) **November 3** – discussing water softener bids with two “low bid” sub-contractors, trying to get into budget (PVC pipe instead of ductile iron pipe – that requires American Iron and Steel, alternates for block building, smaller sewer pipe, one chlorine pump instead of two, etc.)

Next 30 – 45 Day Look Ahead

1. Finalize pricing from subcontractors, taxes to State, internal discussion for price escalation, etc.
2. Receive comments from Duncan for revenues and costs technical memorandum.
3. Receive comments for Contract terms and conditions (T's & C's).

4. Start developing Investment Grade Audit report (part of Contract) that fully describes work scope, costs, and savings.
5. Return with final costs, savings, grants, and other information on December 9th.
6. Water rate public Hearing scheduled (if necessary).
7. Town Council meeting to approve Veregy contract contingent on WIFA approval December 9th.

**Financial Management Training: Reading and Understanding
Municipal Budgets.**

Overview of Municipal Budget Basics



Pat Walker
Pat Walker Consulting LLC
September 24, 2021

Presentation Objectives

- Introduction/Overview
- Purpose of Budgeting/Roles
- Components of a Budget
- Development of Budget Process
 - Revenues
 - Expenditures
- Adoption/Implementation of Budget
- Questions/Discussions

Purpose of Budgeting



- To meet organizations strategic goals
- Process to determine what & how services will be delivered to citizens
- How the services will be financed

Purpose of Budgeting

- Internal Control mechanism for planning and controlling operations
- One of the most important activities undertaken by governments
- Revenues **MUST** = Expenditures
- Bottom line, you can add revenues, reduce expenditures or a combination of both!

Purpose of Budgeting



Simplistic Version

“On what basis shall it be decided to allocate X dollars to activity A versus activity B?”

Not as easy as it sounds.....

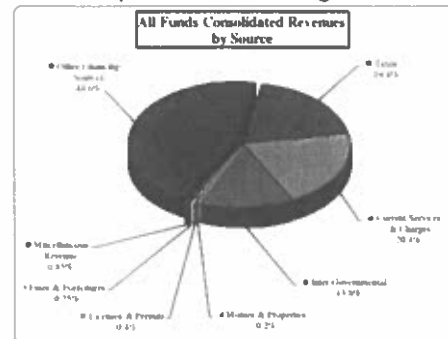
Roles in Budgeting



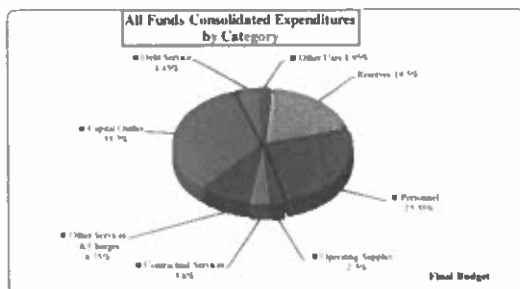
Components of a Budget



Components of a Budget



Components of a Budget



Funds

- General Fund
- Special Revenue Funds
- Internal Service Funds
- Capital Projects
- Debt Service
- Enterprise Funds
- Fiduciary Funds



General Fund Required by Statute



- Revenues to be used for any municipal purpose
- Contains most departments in the State/County/City/Town

Special Revenue Funds

- Revenues collected for specific purpose and are restricted in their use
- Highway User Revenue Fund (HURF) required by statute
- Grants

Revenues

- Local revenues
 - Sales tax
 - Franchise taxes
 - Licenses, permits & fees
 - Fines
 - Property taxes



Sales Taxes

- Major Revenue Categories:
 - Retail
 - Construction
 - Utilities
 - Rental
 - Restaurant & Bar

Franchise Taxes

- Permission for utilities to use City/Town's right away for underground lines
- Must be approved by vote of the people
- Usually based on % of gross sales
- Cannot exceed 25 years



Property Taxes- Municipal

- Primary tax rate can be used for any municipal purpose
- Establishing a "new" primary property tax requires a vote of the people
- Election is held 3rd Tuesday in May
- Secondary rate can only be used for payment of debt service (principal and interest) on bonds approved by voters

State Shared Revenues

- State Sales tax
- Income tax
- Auto Lieu
- Highway User Revenue



Other Finance Sources

- Bonds
 - General Obligation Bonds
 - Revenue Bonds
 - Highway User Revenue Bonds
 - Special Improvement District Bonds
 - Municipal Property Corporation Bonds
 - Water Infrastructure Financing Authority (WIFA)

Budget Processes

- Performance Based
- Program
- Zero Based
- Modified Zero-Based (Target)
- Incremental
- Expenditure Control Based (ECB)
- Line Item

What is Council's Role?

- City or Town Manager are responsible for presenting a budget to Council
- Usually more requests than resources
- Align expenses with Council goals
- Keep out of the weeds and look at policy level
- Approve a balanced budget

Difference Between Large & Small Cities & Towns

- Processes can be used by large or small communities
- Small communities tend to get into line item but that can cause losing sight of the "big picture"
- Same revenue sources, just at different levels

Difference Between Large & Small Cities & Towns

- Expenditure projection process-departments not as involved
- Can become more political in smaller communities
- Expenditures not of same magnitude but.....can be more than revenues base allows

Budgeting in Arizona – Keeping it Legal



Budget Issues Impacting Arizona

- | | |
|-------------------------|---------------------------------|
| • Compensation | • Industry Attraction/Retention |
| • Growth-Related Issues | • Water supply |
| • Revenue Reliance | • Regional Transportation |
| • Leakage | • Community Development |
| • Competition | |
| • Unfunded Mandates | |

Important Budget Related Statutes

- 9-511.01. Water and wastewater business; rates; procedures; responsibility for payments (Cont'd)
 - Increase does not become effective until 30 days after the adoption of the resolution or ordinance

Truth in Taxation

- Levy versus rate!
- Bottom line, if current AV goes up, truth in taxation may be required
- Citizen perspective: If you had a house that was valued at \$100K last year and it is valued at \$110K this year and the rate stays the same, your levy is going up!

Budget Related Elections

Bonds

- General Obligation Bonds – Yes!
- Revenue Bonds – Yes! (Exception of utility for Cities/Towns under 50,000)
- Highway User Bonds – Yes!
- Municipal Property Tax Corporation Bonds – No!

Budget Related Elections

- Establishment of a Primary Property Tax
- Alternative Expenditure Limitation (Home Rule) every 4 years
- Permanent Base Adjustment
- One-time override

Small Communities



Issues Facing Small Communities

- Decreasing tax base
 - Assessed valuation
 - Sales tax base
- Limited revenue options
 - Sales Tax
 - Fees & Charges
 - Property taxes

Resources

Government Finance Officers Association

<http://www.gfoa.org/budgetaward>

AZ Auditor General Office

<http://www.auditorgen.state.az.us>

AZ League of Cities & Towns-Budget and Finance Manual

<http://www.azleague.org/>

Pat Walker Consulting

pwalkerconsulting@aol.com

Questions?



**Discussion On The Adoption Of The 2021 Greenlee County
Multi-Jurisdictional Multi-Hazard Mitigation Plan**



U.S. Department of Homeland Security
FEMA Region 9
1111 Broadway, Suite 1200
Oakland, CA 94607-4052

FEMA

October 20, 2021

Steve Rutherford
Health Department Director/Emergency Manager
Greenlee County
253 Fifth Street
Clifton, AZ 85533

Dear Mr. Rutherford:

The Federal Emergency Management Agency (FEMA) has completed its review of the *Greenlee County Multi-Jurisdictional Hazard Mitigation Plan 2021* and has determined that this plan is eligible for final approval pending its adoption by Placer County and all participating jurisdictions. Please see the enclosed list of approvable pending adoption jurisdictions.

Formal adoption documentation must be submitted to FEMA Region 9 by at least one participating jurisdiction within one calendar year of the date of this letter, or the entire plan must be updated and resubmitted for review. FEMA will approve the plan upon receipt of the documentation of formal adoption.

Once the plan is approved, each participating jurisdiction must adopt the plan within five calendar years of the date of the approval. The adoption of the plan by each jurisdiction ensures that jurisdiction's continued eligibility for funding under FEMA's Hazard Mitigation Assistance (HMA) programs. All requests for funding, however, will be evaluated individually according to the specific eligibility, and other requirements of the particular program under which applications are submitted.

If you have any questions regarding the planning or review processes, please contact the FEMA Region 9 Hazard Mitigation Planning Team at fema-r9-mitigation-planning@fema.dhs.gov.

Sincerely,

Digitally signed by
ALISON KEARNS
Date: 2021.10.20
17:07:53 -07'00'

Alison Kearns
Risk Analysis Branch Chief
Mitigation Division
FEMA Region 9

Status of Participating Jurisdictions as of October 20, 2021

Jurisdictions – Adopted and Approved

| # | Jurisdiction | Date of Adoption |
|---|--------------|------------------|
| | | |

Jurisdictions – Approvable Pending Adoption

| # | Jurisdiction |
|---|-----------------|
| 1 | Greenlee County |
| 2 | Town of Clifton |
| 3 | Town of Duncan |

Town of Duncan, Arizona
Critical Infrastructure Inventory

| | | Risk of Flood (L, M, H) | Risk of Levee Failure (L, M, H) | Risk of Wildfire (L, M, H) | Risk of Industrial Hazard (L, M, H) | Risk of Terrorism (L, M, H) | Risk of Cyber Intrusion (L, M, H) |
|----------|---|-------------------------------|--|----------------------------------|--|-----------------------------------|--|
| 1 | Telecommunications Infrastructure: (Telephone, data services, and internet communications what have become essential to continuity of business, industry, government and military operations) | | | | | | |
| | ATC Sequoia, Inc | L | L | L | L | M | H |
| | AT&T | L | L | L | L | M | H |
| | Verizon (Cellco Partnership) | L | L | L | L | M | H |
| | Copper Valley | L | L | L | L | M | H |
| | T-Mobile Site | L | L | L | L | M | H |
| | Transworld Network Internet | M | M | L | M | M | H |
| | Radio Tower: Billingsley's Radio Station | L | L | M | L | M | L |
| | Radio Tower: Town Hall | M | H | L | M | M | H |
| | Radio Tower: Fire Station | M | M | L | M | M | H |
| | Radio Tower: Fire Station Annex | M | M | L | M | M | H |
| | Cellphone Tower #1 | L | L | L | M | M | H |
| | Cellphone Tower #2 | L | L | L | M | M | H |
| 2 | Electrical Power Systems: (Generation stations and transmission and distribution networks that create and supply electricity to end-users) | | | | | | |
| | Duncan Valley Electric Cooperative (Electric) | M | L | L | M | M | M |
| | Electrical Power Lines | M | H | M | M | M | M |
| | Stationary Generator: Town Hall | M | H | L | M | M | L |
| | Stationary Generator: Public Works | L | L | L | H | M | L |
| | Stationary Generator: Fire Station | M | H | L | M | M | M |
| | Stationary Generator: Fire Station Annex | M | L | L | M | M | M |
| 3 | Gas and Oil Facilities: (Production and holding facilities for natural gas, crude and refined petroleum, and petroleum-derived fuels, as well as the refining and processing facilities for these fuels) | | | | | | |
| | Duncan Valley Electric Cooperative (Natural Gas) | M | L | L | M | M | H |
| | Natural Gas Utility lines | H | H | L | M | M | H |
| | Fuel Station: Public Works | L | L | L | M | M | L |
| | Fuel Station: Fire Station | M | H | L | M | M | H |
| | Fuel Station: Fire Station Annex | M | M | L | M | M | H |
| | Fuel Station: Chaparral Gas Station | H | H | L | M | L | M |
| | Fuel Station: Stage Stop Gas Station | H | H | L | M | L | M |
| | Fuel Station: RDI | H | H | L | M | L | L |
| | Fuel Station: Lundt's Dairy Farm | M | M | L | M | L | L |
| | Fuel Station: County Annex | M | M | L | M | L | L |
| | Propane: Town and Country Propane | H | H | L | M | L | L |
| | Propane: Family Dollar Pre-Filled | M | L | L | M | L | L |
| 4 | Banking and Financial Institutions and Systems: (Bank, financial service companies, Payment systems (ATMs and similar technology), investment companies, and securities/commodities exchanges) | | | | | | |
| | ATM: Pharmacy | M | L | L | L | M | H |
| | ATM: Chaparral Mini Market (Cash Back) | H | H | L | M | L | L |
| | ATM: Family Dollar (Cash Back) | M | L | L | M | L | L |
| | ATM: Stage Stop Mini Market | H | H | L | M | L | L |
| | ATM: Riverside Bar (Cash Back) | H | H | L | L | L | L |
| | ATM: The Outpost (Disconnected) | M | M | L | L | L | L |
| 5 | Transportation: (Highways, railroads, ports and inland waterways, pipelines, and airports and airways that facilitate the efficient movement of goods and people) | | | | | | |
| | Highway 70 | H | H | L | M | L | L |
| | Highway 75 | H | H | L | M | L | L |
| | Municipal Roads | H | H | L | L | L | L |
| | Viriden Road | M | M | L | L | L | L |
| | County Roads | H | H | L | L | L | L |
| | Private Roads | H | H | H | L | L | L |
| | Arizona Eastern Railroad | H | H | M | H | M | M |
| | Intersection: Highway 70 and Arizona Eastern Railroad | M | M | M | H | M | L |

Town of Duncan, Arizona
Critical Infrastructure Inventory

| | | | | | | | |
|-----------|---|---|---|---|---|---|---|
| | Duncan Emergency Helicopter Pad | M | M | L | L | L | L |
| | Duncan Emergency Medical Service | M | M | L | L | L | L |
| | Animal Control (Vacant) | M | M | L | L | L | L |
| | | | | | | | |
| 9 | Educational: | | | | | | |
| | Duncan High School | L | M | L | L | L | L |
| | Duncan Elementary School | M | L | L | L | L | L |
| | Head Start | M | L | L | L | L | L |
| | Private Preschool: Brandi Jiacoletti | M | L | L | L | L | L |
| | Private Preschool: Missy Emell Preschool | M | L | L | L | L | L |
| | | | | | | | |
| 10 | Cultural: | | | | | | |
| | Church: Church of Christ | H | H | L | M | L | L |
| | Church: East Gate Church | M | M | L | M | L | L |
| | Church: First Baptist Church | H | H | L | L | L | L |
| | Church: First Southern Baptist Church | H | H | L | L | L | L |
| | Church: Later Day Saints, Duncan Ward | M | L | L | L | L | L |
| | Church: Latter Day Saints, Virdin Ward | M | L | L | L | L | L |
| | Church: Jehovah's Witness | M | M | L | L | L | L |
| | Church: Saint Mary's Mission | H | H | L | L | L | L |
| | Church: United Methodist Church | H | H | L | L | L | L |
| | Church: Victory Fellowship | H | H | L | M | L | L |
| | Community Organization: American Legion Post | H | H | L | L | L | L |
| | Community Organization: Cow Belles | M | M | M | M | L | L |
| | Community Organization: Duncan Pride Society | H | H | H | M | L | L |
| | Community Organization: Duncan Women's Club | H | H | H | M | L | L |
| | | | | | | | |
| | Community Organization: Student Oriented Organizations (FFA, FBLA, Student Council, PTA, Etc) | H | H | M | M | L | L |
| | | | | | | | |
| | Conservation: Airport Cienega (Proposed, if verified) | H | L | H | M | L | L |
| | Conservation: Duncan Wild Bird and Wildlife Viewing Trail | H | H | H | M | L | L |
| | Cultural: Sandra Day-O'Connor Walkway | H | H | L | M | L | L |
| | Cultural: Memorial Street Lamps | H | H | L | M | L | L |
| | Culture: Espezia Square | H | H | L | M | L | L |
| | Historical Artefact: Firetruck, 1927 | M | M | L | M | L | L |
| | Historical Artefact: Firetruck, 1947 | H | H | M | H | L | L |
| | Historical Artefact: Firetruck, 1951 | H | H | M | H | L | L |
| | Historical Artefact: F-100 Super Sabre | M | L | L | L | L | L |
| | Historical Artefact: Hal Empie Mural, Duncan High School | M | M | L | L | L | L |
| | Historical Artefact: Hal Empie Mural, United Methodist Church | H | H | L | L | L | L |
| | Historical Building: American Legion Hall | H | H | L | L | L | L |
| | Historical Building: (Next to Hilda's) | H | H | L | M | L | L |
| | Historical Building: (behind Town and Country) | H | H | L | L | L | L |
| | Historical Building: (Next to Bakery) | H | H | L | M | L | L |
| | Historical Building: Barlow's Gas Station | H | H | M | H | L | L |
| | Historical Building: Billingsley House | H | H | L | L | L | L |
| | Historical Building: Bonnie Heather Inn | H | H | M | M | L | L |
| | Historical Building: Church of Christ | H | H | M | M | L | L |
| | Historical Building: Duncan Dollar Building | H | H | L | M | L | L |
| | Historical Building: Duncan Theater | H | H | M | M | L | L |
| | Historical Building: First Baptist Church | H | H | L | L | L | L |
| | Historical Building: First Southern Baptist Church | H | H | L | L | L | L |
| | Historical Building: Hal Empie Drugstore | H | H | M | M | L | L |
| | Historical Building: Old Duncan Bank | H | H | L | L | L | L |
| | Historical Building: Old Generator Building | H | H | M | M | L | L |
| | Historical Building: Old Pump House | H | H | M | M | L | L |
| | Historical Building: River Front Lounge | H | H | M | M | L | L |
| | Historical Building: Senior Citizen's Center | H | H | L | L | L | L |
| | Historical Building: Simpson Hotel | H | H | L | L | L | L |
| | Historical Building: Smith Building | H | H | L | L | L | L |

Town of Duncan, Arizona
Critical Infrastructure Inventory

| | | | | | | | |
|-----------|---|---|---|---|---|---|---|
| | RV Park: Kilby's RV Park | H | H | M | M | L | L |
| | RV Park: The Kool Spot | H | H | M | M | L | L |
| | RV Park: Stephens RV Park | H | H | M | M | L | L |
| | Service: The Bicycle Shop | H | H | H | M | L | L |
| | Service: The Billingsley Brothers | M | M | M | M | L | L |
| | Service: Charlie Billingsley Plumbing | M | M | M | M | L | L |
| | Service: Lles Billingsley Mining | L | L | L | H | L | L |
| | Service: Duncan Carwash | H | H | L | M | L | L |
| | Service: Daniel Ridlinghafer Solar Panel Installer | L | L | L | L | L | L |
| | Service: Danny Neilson Heavy Equipment | M | M | L | M | L | L |
| | Service: Desert Bloom Honey Company | H | H | L | M | L | L |
| | Service: Express Home Service, Inc | L | L | L | L | L | L |
| | Service: Herrington Trucking | H | H | M | M | L | L |
| | Service: International Chemtex Water Treatment | L | L | L | M | L | L |
| | Service: Lacey Construction Services | M | M | L | M | L | L |
| | Service: Laundry | H | H | L | M | L | L |
| | Service: Lone Tree Company Computer graphics and printing service | L | L | L | L | L | L |
| | Service: Josh Mark Maner IT, Security, and Remodel | L | L | L | L | L | L |
| | Service: Peanut's Tire and Lube | H | H | L | M | L | L |
| | Service: Metro Fire Equipment Inc. | L | L | L | L | L | L |
| | Service: Frank Robinette Construction | H | H | L | M | L | L |
| | Service: Safford Floor Coverings | L | L | L | L | L | L |
| | Service: The Tattoo Shop | M | M | L | M | L | L |
| | Service: Trismart Solar | L | L | L | M | L | L |
| | Service: Vivient Inc Home Automation Installation | L | L | L | M | L | L |
| | Service: Waters Auto Core, LLC | L | L | L | M | L | L |
| | Service: Well Drilling | H | H | L | M | L | L |
| | Transportation: Greyhound Bus | H | H | M | M | L | L |
| | Utility: ATC Sequoia, Inc | L | L | L | M | M | M |
| | Utility: Burk's Valley Sanitation | L | L | L | L | L | L |
| | Utility: Cellco Partnership with Verizon Wireless | L | L | L | M | M | M |
| | Utility: Duncan Valley Electric Cooperative | L | L | L | M | M | M |
| | Utility: Valley Telecom Group | L | L | L | M | M | M |
| | Utility: Vista Recycling, Inc | H | H | M | M | L | L |
| | | | | | | | |
| 12 | Flood Control: | | | | | | |
| | Gila River Levee | H | H | H | M | L | L |
| | Gila River Channel | H | H | H | M | L | L |
| | Storm Water Drainage System | H | H | H | M | L | L |
| | | | | | | | |
| 13 | Residential: | | | | | | |
| | Duncan Heights Apartments | L | L | M | L | L | L |
| | Hotel: The Chaparral Hotel | H | H | L | M | L | L |
| | Hotel: The Duncan Hotel | H | H | L | M | L | L |
| | Hotel: The Simpson Hotel | H | H | L | L | L | L |
| | RV Park: Bob's RV Park | H | H | H | M | L | L |
| | RV Park: Bob's High Desert RV Park | H | H | H | M | L | L |
| | RV Park: East Avenue RV Park | H | H | H | M | L | L |
| | RV Park: Johnson's RV Park | H | H | H | M | L | L |
| | RV Park: Kilby's RV Park | H | H | H | M | L | L |
| | RV Park: The Kool Spot | H | H | H | M | L | L |
| | RV Park: Stephens RV Park | H | H | H | M | L | L |
| | | | | | | | |
| 14 | Recreational: | | | | | | |
| | Facility: American Legion Post | H | H | L | L | L | L |
| | Facility: Senior Citizen Center | H | H | L | L | L | L |
| | Facility: Women's Club Building | H | H | L | M | L | L |
| | Park: Centennial Park | H | H | M | M | L | L |
| | Park: Espezia Square | H | H | L | M | L | L |
| | Park: Packer Park | H | H | L | L | L | L |
| | Park: Veteran's Park | M | L | L | L | L | L |
| | Shooting Range: Airfield | L | L | M | L | L | L |
| | Shooting Range: Carlisle Road | L | L | M | L | L | L |

**RESOLUTION 11-03-2021
ADOPTING THE 2021 GREENLEE COUNTY
MULTI-JURISDICTIONAL MULTI-HAZARD MITIGATION PLAN.**

WHEREAS the Town of Duncan historically experienced damage from natural hazards such as flooding, wildfire, drought, levee failure, and others on many occasions in the past century, resulting in loss of property and/or life, economic hardship, and threats to public health and safety; and

WHEREAS the 2021 Greenlee County Multi-Jurisdictional Multi-Hazard Mitigation Plan (the Plan) has been developed after more than one year of review, research and update work by the Town of Duncan in association and cooperation with the Greenlee County Multi-Jurisdictional Planning Team for the reduction of hazard risk to the community; and

WHEREAS the Plan specifically addresses natural hazard vulnerabilities, mitigation strategies and plan maintenance procedures for Town of Duncan; and

WHEREAS the Plan is an update and replacement for the previous hazard mitigation plan for Town of Duncan; and

WHEREAS the Plan recommends several hazard mitigation actions/projects that will provide mitigation for specific natural hazards that impact Town of Duncan, with the effect of protecting people and property from loss associated with those hazards.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the Town of Duncan that:

1. The Greenlee County Multi-Jurisdictional Multi-Hazard Mitigation Plan is hereby Adopted as an official Hazard Mitigation plan of Town of Duncan.
2. The Greenlee County Multi-Jurisdictional Multi-Hazard Mitigation Plan shall be implemented, monitored and maintained by the officials/staff designated in the Plan for a period five (5) years with the full support of this resolution.

PASSED AND ADOPTED this 10th day of November, 2021.

Mayor Anne Thurman

Reviewed by:

Philip D. Cushman
Interim Town Manager/Interim Town Clerk

Approved as to Form:

Christina Estes-Werther
Town Attorney

**Discussion On The Adoption Of The 2021 Greenlee County
Multi-Jurisdictional Multi-Hazard Mitigation Plan**



U.S. Department of Homeland Security
FEMA Region 9
1111 Broadway, Suite 1200
Oakland, CA 94607-4052

FEMA

October 20, 2021

Steve Rutherford
Health Department Director/Emergency Manager
Greenlee County
253 Fifth Street
Clifton, AZ 85533

Dear Mr. Rutherford:

The Federal Emergency Management Agency (FEMA) has completed its review of the *Greenlee County Multi-Jurisdictional Hazard Mitigation Plan 2021* and has determined that this plan is eligible for final approval pending its adoption by Placer County and all participating jurisdictions. Please see the enclosed list of approvable pending adoption jurisdictions.

Formal adoption documentation must be submitted to FEMA Region 9 by at least one participating jurisdiction within one calendar year of the date of this letter, or the entire plan must be updated and resubmitted for review. FEMA will approve the plan upon receipt of the documentation of formal adoption.

Once the plan is approved, each participating jurisdiction must adopt the plan within five calendar years of the date of the approval. The adoption of the plan by each jurisdiction ensures that jurisdiction's continued eligibility for funding under FEMA's Hazard Mitigation Assistance (HMA) programs. All requests for funding, however, will be evaluated individually according to the specific eligibility, and other requirements of the particular program under which applications are submitted.

If you have any questions regarding the planning or review processes, please contact the FEMA Region 9 Hazard Mitigation Planning Team at fema-r9-mitigation-planning@fema.dhs.gov.

Sincerely,

Digitally signed by
ALISON KEARNS
Date: 2021.10.20
17:07:53 -07'00'

Alison Kearns
Risk Analysis Branch Chief
Mitigation Division
FEMA Region 9

Greenlee County Hazard Mitigation Plan Approvable Pending Adoption
October 20, 2021
Page 2 of 3

Enclosures (2)

Greenlee County Plan Review Tool, dated October 20, 2021
Status of Participating Jurisdictions, dated October 20, 2021

cc: Lucrecia Hernandez, State Hazard Mitigation Officer, Arizona Department of
Emergency and Military Affairs
Susan Austin, Planning Branch Manager, Arizona Department of Emergency and
Military Affairs

Status of Participating Jurisdictions as of October 20, 2021

Jurisdictions – Adopted and Approved

| # | Jurisdiction | Date of Adoption |
|---|--------------|------------------|
| | | |

Jurisdictions – Approvable Pending Adoption

| # | Jurisdiction |
|---|-----------------|
| 1 | Greenlee County |
| 2 | Town of Clifton |
| 3 | Town of Duncan |



Town of Duncan, Arizona
Critical Infrastructure Inventory

| | | Risk of Flood (L, M, H) | Risk of Levee Failure (L, M, H) | Risk of Wildfire (L, M, H) | Risk of Industrial Hazard (L, M, H) | Risk of Terrorism (L, M, H) | Risk of Cyber Intrusion (L, M, H) |
|----------|---|----------------------------------|--|----------------------------------|--|-----------------------------------|--|
| 1 | Telecommunications Infrastructure: (Telephone, data services, and internet communications what have become essential to continuity of business, industry, government and military operations) | | | | | | |
| | ATC Sequoia, Inc | L | L | L | L | M | H |
| | AT&T | L | L | L | L | M | H |
| | Verizon (Cellco Partnership) | L | L | L | L | M | H |
| | Copper Valley | L | L | L | L | M | H |
| | T-Mobile Site | L | L | L | L | M | H |
| | Transworld Network Internet | M | M | L | M | M | H |
| | Radio Tower: Billingsley's Radio Station | L | L | M | L | M | L |
| | Radio Tower: Town Hall | M | H | L | M | M | H |
| | Radio Tower: Fire Station | M | M | L | M | M | H |
| | Radio Tower: Fire Station Annex | M | M | L | M | M | H |
| | Cellphone Tower #1 | L | L | L | M | M | H |
| | Cellphone Tower #2 | L | L | L | M | M | H |
| 2 | Electrical Power Systems: (Generation stations and transmission and distribution networks that create and supply electricity to end-users) | | | | | | |
| | Duncan Valley Electric Cooperative (Electric) | M | L | L | M | M | M |
| | Electrical Power Lines | M | H | M | M | M | M |
| | Stationary Generator: Town Hall | M | H | L | M | M | L |
| | Stationary Generator: Public Works | L | L | L | H | M | L |
| | Stationary Generator: Fire Station | M | H | L | M | M | M |
| | Stationary Generator: Fire Station Annex | M | L | L | M | M | M |
| 3 | Gas and Oil Facilities: (Production and holding facilities for natural gas, crude and refined petroleum, and petroleum-derived fuels, as well as the refining and processing facilities for these fuels) | | | | | | |
| | Duncan Valley Electric Cooperative (Natural Gas) | M | L | L | M | M | H |
| | Natural Gas Utility lines | H | H | L | M | M | H |
| | Fuel Station: Public Works | L | L | L | M | M | L |
| | Fuel Station: Fire Station | M | H | L | M | M | H |
| | Fuel Station: Fire Station Annex | M | M | L | M | M | H |
| | Fuel Station: Chaparral Gas Station | H | H | L | M | L | M |
| | Fuel Station: Stage Stop Gas Station | H | H | L | M | L | M |
| | Fuel Station: RDI | H | H | L | M | L | L |
| | Fuel Station: Lundt's Dairy Farm | M | M | L | M | L | L |
| | Fuel Station: County Annex | M | M | L | M | L | L |
| | Propane: Town and Country Propane | H | H | L | M | L | L |
| | Propane: Family Dollar Pre-Filled | M | L | L | M | L | L |
| 4 | Banking and Financial Institutions and Systems: (Bank, financial service companies, Payment systems (ATMs and similar technology), investment companies, and securities/commodities exchanges) | | | | | | |
| | ATM: Pharmacy | M | L | L | L | M | H |
| | ATM: Chaparral Mini Market (Cash Back) | H | H | L | M | L | L |
| | ATM: Family Dollar (Cash Back) | M | L | L | M | L | L |
| | ATM: Stage Stop Mini Market | H | H | L | M | L | L |
| | ATM: Riverside Bar (Cash Back) | H | H | L | L | L | L |
| | ATM: The Outpost (Disconnected) | M | M | L | L | L | L |
| 5 | Transportation: (Highways, railroads, ports and inland waterways, pipelines, and airports and airways that facilitate the efficient movement of goods and people) | | | | | | |
| | Highway 70 | H | H | L | M | L | L |
| | Highway 75 | H | H | L | M | L | L |
| | Municipal Roads | H | H | L | L | L | L |
| | Viriden Road | M | M | L | L | L | L |
| | County Roads | H | H | L | L | L | L |
| | Private Roads | H | H | H | L | L | L |
| | Arizona Eastern Railroad | H | H | M | H | M | M |
| | Intersection: Highway 70 and Arizona Eastern Railroad | M | M | M | H | M | L |

Town of Duncan, Arizona
Critical Infrastructure Inventory

| | | | | | | | |
|---|--|---|---|---|---|---|---|
| | Intersection: Highway 75 and Arizona Eastern Railroad | H | H | H | H | M | L |
| | Gila River | H | H | H | L | L | L |
| | Bridge across the Gila River | M | H | H | H | M | L |
| | Gila River Levee | H | H | H | M | M | L |
| | Municipal Airfield | L | L | M | L | L | L |
| | Helicopter Pad | M | M | L | L | L | L |
| | El Paso Natural Gas Line | H | H | H | H | M | M |
| | Greyhound Bus Service | H | H | L | L | L | L |
| | Courier Service: FedEx | H | H | L | L | L | L |
| | Courier Service: United Parcel Service | H | H | L | L | L | L |
| | | | | | | | |
| 6 | Water Supply Systems: (Sources of water; reservoirs and holding facilities; aqueducts and other transport systems; filtration, cleaning, and treatment systems; pipelines; cooling systems; and other delivery mechanisms that provide for domestic and industrial applications, including systems for dealing with water runoff, wastewater, and firefighting) | | | | | | |
| | Municipal Water System: Town of Duncan | H | H | H | H | M | L |
| | Municipal Water System: Hunter Estates | M | L | H | L | M | L |
| | Municipal Water Tank, Carlisle Tank #1 | L | L | M | L | M | L |
| | Municipal Water Tank, Carlisle Tank #2 | L | L | M | L | M | L |
| | Municipal Water Tank, Hunter Tank #1 | M | L | L | L | M | L |
| | Municipal Water Tank, Hunter Tank #2 | M | L | L | L | M | L |
| | Municipal Water Tank, Public Works | L | L | L | L | M | L |
| | Municipal Water Tank, Thurman Tank | L | L | L | L | M | L |
| | Municipal Well, East Avenue Well #1 | H | H | H | M | M | L |
| | Municipal Well, East Avenue Well #2 | H | H | H | M | M | L |
| | Municipal Well, Hunter Well #1 | M | L | L | M | M | L |
| | Municipal Well, Hunter Well #2 | M | L | L | M | M | L |
| | Municipal Well, Hunter Well #3 | M | L | L | M | M | L |
| | Outpost Irrigation Well | M | L | L | M | M | L |
| | Wastewater Treatment Plant | H | H | H | H | M | L |
| | Water Tank: Fire Department | M | M | L | L | M | L |
| | Water Tank: Fire Department Annex | M | M | L | L | M | L |
| | Franklin Irrigation District | H | H | H | L | L | L |
| | Sunset Irrigation Ditch | H | H | H | M | L | L |
| | Storm Water Drainage System | H | H | L | M | L | L |
| | Potable Water: Chaparral Mini Mart | H | H | L | M | L | L |
| | Potable Water: Family Dollar | M | L | L | M | L | L |
| | Potable Water: Stage Stop | H | H | L | M | L | L |
| | Potable Water: Duncan Carwash | M | H | L | M | L | L |
| | | | | | | | |
| 7 | Government: (Capabilities at the federal, state, and local levels of government required to meet the needs for essential services to the public) | | | | | | |
| | Federal: US Post Office | H | H | L | M | M | M |
| | Federal: Bureau of Land Management | L | L | H | L | L | L |
| | Federal: USDA, NRCS | L | L | H | L | L | L |
| | Federal: Corps of Engineers | H | H | H | M | L | L |
| | State: State Land Office | L | L | H | M | L | L |
| | State: ADOT | M | H | M | M | M | M |
| | State: DPS | M | H | L | M | H | H |
| | County: County Annex | M | M | L | L | L | M |
| | County: Library District | M | M | L | L | L | L |
| | County: Duncan Unified School District | M | M | L | L | L | L |
| | County: Duncan Valley Fire District | M | M | L | L | M | M |
| | Municipal: Town of Duncan | H | H | L | M | M | M |
| | Utility: Duncan Valley Electric Cooperative | M | M | L | M | M | M |
| | Utility: Franklin Valley Irrigation District | H | H | H | L | L | L |
| | | | | | | | |
| 8 | Emergency Services: (Medical, Police, Fire, and Rescue Systems) | | | | | | |
| | Canyonlands Medical Center | H | H | L | M | L | L |
| | Canyonlands Pharmacy | M | M | L | M | L | L |
| | Community Food Bank | H | H | L | M | L | L |
| | Greenlee County Sheriff's Office | M | H | L | M | M | M |
| | Duncan Valley Fire District | M | H | L | M | M | M |
| | Duncan Valley Fire District Annex | M | M | L | M | M | M |

Town of Duncan, Arizona
Critical Infrastructure Inventory

| | | | | | | | |
|-----------|---|---|---|---|---|---|---|
| | Duncan Emergency Helicopter Pad | M | M | L | L | L | L |
| | Duncan Emergency Medical Service | M | M | L | L | L | L |
| | Animal Control (Vacant) | M | M | L | L | L | L |
| | | | | | | | |
| 9 | Educational: | | | | | | |
| | Duncan High School | L | M | L | L | L | L |
| | Duncan Elementary School | M | L | L | L | L | L |
| | Head Start | M | L | L | L | L | L |
| | Private Preschool: Brandi Jiacoletti | M | L | L | L | L | L |
| | Private Preschool: Missy Emell Preschool | M | L | L | L | L | L |
| | | | | | | | |
| 10 | Cultural: | | | | | | |
| | Church: Church of Christ | H | H | L | M | L | L |
| | Church: East Gate Church | M | M | L | M | L | L |
| | Church: First Baptist Church | H | H | L | L | L | L |
| | Church: First Southern Baptist Church | H | H | L | L | L | L |
| | Church: Later Day Saints. Duncan Ward | M | L | L | L | L | L |
| | Church: Latter Day Saints, Virdin Ward | M | L | L | L | L | L |
| | Church: Jehovah's Witness | M | M | L | L | L | L |
| | Church: Saint Mary's Mission | H | H | L | L | L | L |
| | Church: United Methodist Church | H | H | L | L | L | L |
| | Church: Victory Fellowship | H | H | L | M | L | L |
| | Community Organization: American Legion Post | H | H | L | L | L | L |
| | Community Organization: Cow Belles | M | M | M | M | L | L |
| | Community Organization: Duncan Pride Society | H | H | H | M | L | L |
| | Community Organization: Duncan Women's Club | H | H | H | M | L | L |
| | Community Organization: Student Oriented Organizations (FFA, FBLA, Student Council, PTA, Etc) | H | H | M | M | L | L |
| | Conservation: Airport Cienega (Proposed, if verified) | H | L | H | M | L | L |
| | Conservation: Duncan Wild Bird and Wildlife Viewing Trail | H | H | H | M | L | L |
| | Cultural: Sandra Day-O'Connor Walkway | H | H | L | M | L | L |
| | Cultural: Memorial Street Lamps | H | H | L | M | L | L |
| | Culture: Espezia Square | H | H | L | M | L | L |
| | Historical Artefact: Firetruck, 1927 | M | M | L | M | L | L |
| | Historical Artefact: Firetruck, 1947 | H | H | M | H | L | L |
| | Historical Artefact: Firetruck, 1951 | H | H | M | H | L | L |
| | Historical Artefact: F-100 Super Sabre | M | L | L | L | L | L |
| | Historical Artefact: Hal Empie Mural, Duncan High School | M | M | L | L | L | L |
| | Historical Artefact: Hal Empie Mural, United Methodist Church | H | H | L | L | L | L |
| | Historical Building: American Legion Hall | H | H | L | L | L | L |
| | Historical Building: (Next to Hilda's) | H | H | L | M | L | L |
| | Historical Building: (behind Town and Country) | H | H | L | L | L | L |
| | Historical Building: (Next to Bakery) | H | H | L | M | L | L |
| | Historical Building: Barlow's Gas Station | H | H | M | H | L | L |
| | Historical Building: Billingsley House | H | H | L | L | L | L |
| | Historical Building: Bonnie Heather Inn | H | H | M | M | L | L |
| | Historical Building: Church of Christ | H | H | M | M | L | L |
| | Historical Building: Duncan Dollar Building | H | H | L | M | L | L |
| | Historical Building: Duncan Theater | H | H | M | M | L | L |
| | Historical Building: First Baptist Church | H | H | L | L | L | L |
| | Historical Building: First Southern Baptist Church | H | H | L | L | L | L |
| | Historical Building: Hal Empie Drugstore | H | H | M | M | L | L |
| | Historical Building: Old Duncan Bank | H | H | L | L | L | L |
| | Historical Building: Old Generator Building | H | H | M | M | L | L |
| | Historical Building: Old Pump House | H | H | M | M | L | L |
| | Historical Building: River Front Lounge | H | H | M | M | L | L |
| | Historical Building: Senior Citizen's Center | H | H | L | L | L | L |
| | Historical Building: Simpson Hotel | H | H | L | L | L | L |
| | Historical Building: Smith Building | H | H | L | L | L | L |

Town of Duncan, Arizona
Critical Infrastructure Inventory

| | | | | | | | |
|-----------|---|---|---|---|---|---|---|
| | Historical Building: Town Manager's House | H | H | M | M | L | L |
| | Historical Building: United Methodist Church | H | H | L | L | L | L |
| | Historical Building: Women's Club House | H | H | L | M | L | L |
| | Library: Duncan Library | M | L | L | L | L | L |
| | | | | | | | |
| 11 | Businesses: | | | | | | |
| | Agriculture: Lundt's Farm #1 | H | H | M | M | L | L |
| | Agriculture: Lundt's Farm #2 | H | H | M | M | L | L |
| | Agriculture: Lundt's Farm #3 | H | H | M | M | L | L |
| | Agriculture: Lundt's Farm #4 | H | H | M | M | L | L |
| | Agriculture: Lundt's Farm #5 | H | H | M | M | L | L |
| | Agriculture: Harrington Farm and Ranch | H | H | M | M | L | L |
| | Agriculture: Reynold's Farm and Ranch | H | H | M | M | L | L |
| | Agriculture: Wiley Farm and Ranch | H | H | M | M | L | L |
| | Courier Service: FedEx | H | H | M | M | L | M |
| | Courier Service: United Parcel Service | H | H | M | M | L | M |
| | Distributor: Frito-Lay Inc, Snack Food Distributor | H | H | M | M | L | L |
| | Distributor: Southeastern Bottling Co | H | H | M | M | L | L |
| | Distributor: Swire Coca Cola | H | H | M | M | L | L |
| | Grocery and Retail: Chaparral Market | H | H | L | M | L | L |
| | Grocery and Retail: Country Chic | H | H | L | M | L | L |
| | Grocery and Retail: Family Dollar | M | L | L | M | L | L |
| | Grocery and Retail: The Farmer's Market | L | L | L | L | L | L |
| | Grocery and Retail: Hilda's Market | H | H | L | M | L | L |
| | Grocery and Retail: Rock-A-Buy Rocks and Gifts | M | M | L | M | L | L |
| | Grocery and Retail: Stage Stop Mini Mart | H | H | L | M | L | L |
| | Grocery and Retail: Steeple Rock Jerky | M | M | L | L | L | L |
| | Hotel: The Chaparral Hotel | H | H | L | M | L | L |
| | Hotel: The Duncan Hotel | H | H | L | M | L | L |
| | Hotel: The Simpson Hotel | H | H | L | L | L | L |
| | Community Organization: American Legion Post | H | H | L | L | L | L |
| | Community Organization: Cow Belles | M | M | M | M | L | L |
| | Community Organization: Duncan Pride Society | H | H | H | M | L | L |
| | Community Organization: Duncan Women's Club | H | H | H | M | L | L |
| | Community Organization: Student Oriented Organizations (FFA, FBLA, Student Council, PTA, Etc) | H | H | M | M | L | L |
| | Church: Church of Christ | H | H | L | M | L | L |
| | Church: East Gate Church | M | M | L | M | L | L |
| | Church: First Baptist Church | H | H | L | L | L | L |
| | Church: First Southern Baptist Church | H | H | L | L | L | L |
| | Church: Later Day Saints, Duncan Ward | M | L | L | L | L | L |
| | Church: Latter Day Saints, Virdin Ward | M | L | L | L | L | L |
| | Church: Jehovah's Witness | M | M | L | L | L | L |
| | Church: Saint Mary's Mission | H | H | L | L | L | L |
| | Church: United Methodist Church | H | H | L | L | L | L |
| | Church: Victory Fellowship | H | H | L | M | L | L |
| | Retail: Germaine's Emporium | M | M | L | M | L | L |
| | Retail: Town and Country | H | H | L | M | L | L |
| | Retail: Red Lead Class 7 Firearms | M | M | L | M | M | L |
| | Restaurant: Bonnie Heather Inn | H | H | H | M | L | L |
| | Restaurant: The Farmer's Market | L | L | M | L | L | L |
| | Restaurant: Henrie Brothers Bakery | H | H | L | M | L | L |
| | Restaurant: Hilda's Café | H | H | L | M | L | L |
| | Restaurant: Humble Pie | H | H | L | L | L | L |
| | Restaurant: Izzy's Dulce Creations | H | H | L | M | L | L |
| | Restaurant: The Ranch House | H | H | H | M | L | L |
| | Restaurant: The River's Edge Subs and Treats | H | M | L | M | L | L |
| | Restaurant: The River Front Lounge | H | H | L | M | L | L |
| | Restaurant: The Simpson Hotel | H | H | L | L | L | L |
| | RV Park: Bob's RV Park | H | H | H | M | L | L |
| | RV Park: Bob's High Desert RV Park | H | H | M | M | L | L |
| | RV Park: East Avenue RV Park | H | H | M | M | L | L |
| | RV Park: Johnson's RV Park | H | H | M | M | L | L |

Town of Duncan, Arizona
Critical Infrastructure Inventory

| | | | | | | |
|---|---|---|---|---|---|---|
| RV Park: Kilby's RV Park | H | H | M | M | L | L |
| RV Park: The Kool Spot | H | H | M | M | L | L |
| RV Park: Stephens RV Park | H | H | M | M | L | L |
| Service: The Bicycle Shop | H | H | H | M | L | L |
| Service: The Billingsley Brothers | M | M | M | M | L | L |
| Service: Charlie Billingsley Plumbing | M | M | M | M | L | L |
| Service: Lles Billingsley Mining | L | L | L | H | L | L |
| Service: Duncan Carwash | H | H | L | M | L | L |
| Service: Daniel Ridlinghafer Solar Panel Installer | L | L | L | L | L | L |
| Service: Danny Neilson Heavy Equipment | M | M | L | M | L | L |
| Service: Desert Bloom Honey Company | H | H | L | M | L | L |
| Service: Express Home Service, Inc | L | L | L | L | L | L |
| Service: Herrington Trucking | H | H | M | M | L | L |
| Service: International Chemtex Water Treatment | L | L | L | M | L | L |
| Service: Lacey Construction Services | M | M | L | M | L | L |
| Service: Laundry | H | H | L | M | L | L |
| Service: Lone Tree Company Computer graphics and printing service | L | L | L | L | L | L |
| Service: Josh Mark Maner IT, Security, and Remodel | L | L | L | L | L | L |
| Service: Peanut's Tire and Lube | H | H | L | M | L | L |
| Service: Metro Fire Equipment Inc. | L | L | L | L | L | L |
| Service: Frank Robinette Construction | H | H | L | M | L | L |
| Service: Safford Floor Coverings | L | L | L | L | L | L |
| Service: The Tattoo Shop | M | M | L | M | L | L |
| Service: Trismart Solar | L | L | L | M | L | L |
| Service: Vivient Inc Home Automation Installation | L | L | L | M | L | L |
| Service: Waters Auto Core, LLC | L | L | L | M | L | L |
| Service: Well Drilling | H | H | L | M | L | L |
| Transportation: Greyhound Bus | H | H | M | M | L | L |
| Utility: ATC Sequoia, Inc | L | L | L | M | M | M |
| Utility: Burk's Valley Sanitation | L | L | L | L | L | L |
| Utility: Cellco Partnership with Verizon Wireless | L | L | L | M | M | M |
| Utility: Duncan Valley Electric Cooperative | L | L | L | M | M | M |
| Utility: Valley Telecom Group | L | L | L | M | M | M |
| Utility: Vista Recycling, Inc | H | H | M | M | L | L |
| | | | | | | |
| 12 Flood Control: | | | | | | |
| Gila River Levee | H | H | H | M | L | L |
| Gila River Channel | H | H | H | M | L | L |
| Storm Water Drainage System | H | H | H | M | L | L |
| | | | | | | |
| 13 Residential: | | | | | | |
| Duncan Heights Apartments | L | L | M | L | L | L |
| Hotel: The Chaparral Hotel | H | H | L | M | L | L |
| Hotel: The Duncan Hotel | H | H | L | M | L | L |
| Hotel: The Simpson Hotel | H | H | L | L | L | L |
| RV Park: Bob's RV Park | H | H | H | M | L | L |
| RV Park: Bob's High Desert RV Park | H | H | H | M | L | L |
| RV Park: East Avenue RV Park | H | H | H | M | L | L |
| RV Park: Johnson's RV Park | H | H | H | M | L | L |
| RV Park: Kilby's RV Park | H | H | H | M | L | L |
| RV Park: The Kool Spot | H | H | H | M | L | L |
| RV Park: Stephens RV Park | H | H | H | M | L | L |
| | | | | | | |
| 14 Recreational: | | | | | | |
| Facility: American Legion Post | H | H | L | L | L | L |
| Facility: Senior Citizen Center | H | H | L | L | L | L |
| Facility: Women's Club Building | H | H | L | M | L | L |
| Park: Centennial Park | H | H | M | M | L | L |
| Park: Espezia Square | H | H | L | M | L | L |
| Park: Packer Park | H | H | L | L | L | L |
| Park: Veteran's Park | M | L | L | L | L | L |
| Shooting Range: Airfield | L | L | M | L | L | L |
| Shooting Range: Carlisle Road | L | L | M | L | L | L |

Town of Duncan, Arizona
Critical Infrastructure Inventory

| | | | | | | |
|--|---|---|---|---|---|---|
| Swimming Pool | L | L | L | M | L | L |
| Trail: Duncan Wild Bird and Wildlife Viewing Trail | H | H | H | M | L | L |
| Trail: Sandra Day-O'Connor Walk | H | H | L | M | L | L |

**RESOLUTION 11-03-2021
ADOPTING THE 2021 GREENLEE COUNTY
MULTI-JURISDICTIONAL MULTI-HAZARD MITIGATION PLAN.**

WHEREAS the Town of Duncan historically experienced damage from natural hazards such as flooding, wildfire, drought, levee failure, and others on many occasions in the past century, resulting in loss of property and/or life, economic hardship, and threats to public health and safety; and

WHEREAS the 2021 Greenlee County Multi-Jurisdictional Multi-Hazard Mitigation Plan (the Plan) has been developed after more than one year of review, research and update work by the Town of Duncan in association and cooperation with the Greenlee County Multi-Jurisdictional Planning Team for the reduction of hazard risk to the community; and

WHEREAS the Plan specifically addresses natural hazard vulnerabilities, mitigation strategies and plan maintenance procedures for Town of Duncan; and

WHEREAS the Plan is an update and replacement for the previous hazard mitigation plan for Town of Duncan; and

WHEREAS the Plan recommends several hazard mitigation actions/projects that will provide mitigation for specific natural hazards that impact Town of Duncan, with the effect of protecting people and property from loss associated with those hazards.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the Town of Duncan that:

1. The Greenlee County Multi-Jurisdictional Multi-Hazard Mitigation Plan is hereby Adopted as an official Hazard Mitigation plan of Town of Duncan.
2. The Greenlee County Multi-Jurisdictional Multi-Hazard Mitigation Plan shall be implemented, monitored and maintained by the officials/staff designated in the Plan for a period five (5) years with the full support of this resolution.

PASSED AND ADOPTED this 10th day of November, 2021.

Mayor Anne Thurman

Reviewed by:

Approved as to Form:

Philip D. Cushman
Interim Town Manager/Interim Town Clerk

Christina Estes-Werther
Town Attorney

Discussion On The Hiring Of A Permanent Town Clerk

JOB DESCRIPTION

Town Clerk

SALARY: (\$48,000 - \$60,000) DOE/Q

FLSA Status: Exempt

POSITION TYPE: Full Time

OPENING DATE: 11/01/2021

FIRST REVIEW OF APPLICATIONS: 12/01/2021

Position Open Until Filled

APPLICATION PROCESS: Applicants must complete a Town Employment Application form: <https://duncanaz.us/home/opportunities/job-listings-town/>. Resumes, cover letters, and copies of certifications can be attached to the completed Employment Application. Application Forms are available at Human Resources, Town of Duncan, 506 South East Old West Highway, Duncan, Arizona 85534, Phone: (928) 965-3034 Fax: (928) 359-9146.

SELECTION PROCESS: Applications will be screened for the minimum qualifications and special requirements

THE TOWN OF DUNCAN: The Town of Duncan is an Arizona municipality serving approximately 700 citizens at the center of a bi-state rural community of about 2,500. Settled in the 1870s, Duncan incorporated in 1938. Straddling the scenic Gila River, Duncan is a gateway to outdoor recreation opportunities of all kinds, free of the crowding of more familiar destinations. The town has a small historic business district on US Highway 70, which provides the kind of spectacular and relaxing alternative to interstate travel that domestic and foreign tourists alike seek out. Duncan has been featured in such notable travel/lifestyle magazines as Arizona Highways and Sunset. The potential for new businesses serving visitors is as great in Duncan as the opportunities for families, retired adults, and remote workers to enjoy the benefits of a quiet and beautiful rural setting. Duncan has excellent public schools, enriched programs for students interested in agricultural sciences and related disciplines, a lively and innovative public library, a non-profit community health clinic and pharmacy, a helipad used by subscription medivac services, and available land with high potential for housing and business development.

A. JOB OBJECTIVES

Plan, direct, review, and implement the activities and operations of the Office of the Town Clerk, which includes the office of Town Treasurer. Coordinate assigned activities with other Town programs and outside agencies. Provide highly responsible and complex administrative support to the Town Manager.

B. SUPERVISION RECEIVED AND EXERCISED

Appointed by the Town Council. Coordinates activities with the Town Manager. Exercise direct, technical, and functional supervision over assigned personnel.

C. POSITION ACCOUNTABILITIES

May include, but are not limited to, the following:

- Develop, plan, and implement goals and objectives; recommend and administer policies and procedures.

- Manage future agenda item listing on behalf of the Town Council and Town Manager; coordinate outside presentations to the Town Council.
- Attend Town Council meetings and record all official proceedings; prepare minutes and other documents; direct the publication, recording, filing, indexing, and safekeeping of all proceedings of the Town Council.
- Direct and supervise the preparation, organization, printing, and distribution of all notices, agendas, and Town Council packets; draft communications to the Town Council for all agenda items; draft ordinances, resolutions, and other legal documents.
- Prepare talking points for Town Council meetings.
- Perform post-meeting follow up and assist the Town Manager in ensuring that Council direction is implemented.
- Act as a Council Aide to the Town Council and prepare monthly reports.
- Ensure that the boards, commissions, and committees of the Town are supported in a substantially similar way as Council meetings.
- Assist and advise the Town Manager in day-to-day operations and ongoing projects.
- Record and certify ordinances and resolutions; keep the Town Seal; attest all legal documents, including ordinances, resolutions, contracts, agreements, etc.
- Supervise and participate in the development and administration of the Town annual budget and monitor expenditures throughout the year.
- Serve as the Town Election Official; coordinate elections with County election staff. Organize and administer the filing of candidate finance reports and financial disclosure statements and reporting. Perform pre-election support functions including compiling candidate forms and materials and calculating signature requirements; assembling packets and instructions for candidates and verifying candidate requirements; provide information to candidates and the public on election and candidacy requirements and procedures; preparing the official canvass; and administering other election responsibilities relating to initiative, referendum and recall processes.
- Serve as Chief Records and Information Management Officer; coordinate records management activities with the Arizona State Library, Archives, and Public Records; plan, direct, implement, and monitor a Records and Information Management Program. Conduct research on the more complex inquiries, retrieve and make copies of public documents upon request.
- Ensure that, as applicable, all notices, ordinances, resolutions, and other documents are prepared, posted, recorded, published, as required or directed by Town Council.
- Administer Oath of Office to elected officials and Town Staff.
- Develop and implement office systems and procedures.
- Respond to inquiries from the public, elected officials, and Town Staff.
- Assist in maintaining the Town website and other social media sites.
- Set-up and management of Zoom or other web-based platform to livestream Council meetings.
- Prepare articles and review the monthly Town Newsletter prior to publication.
- Assist in drafting press releases about any matter of Town-wide concern.

- Provide oversight and coordination of all licenses, including business license and liquor licensing processing and tracking.
- Perform the duties of the Town Manager during the temporary absence of the Town Manager.
- Perform other tasks as assigned.

D. CRITICAL SKILLS/EXPERTISE

These are needed to complete position accountabilities:

1. Knowledge of:

- Applicable Federal, State, County, and municipal laws, procedures, and regulations specifically, open meeting law, public records law, records and retention laws, state and local election procedures, rules, and requirements.
- Parliamentary procedure, including Town Code requirements and Robert's Rules of Order.
- Laws, codes, and requirements for various aspects of municipal government outside the scope of a Municipal Clerk's Office.
- Business English, spelling, and arithmetic.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Modern office practices, procedures, and computer equipment. Knowledge of Caselle, Granicus, Laserfiche, CivicPlus, Microsoft Office, Microsoft Teams, and Zoom, are beneficial.
- Best practices and ethical standards suggested by relevant professional associations.

2. Ability to:

- Provide information and organize material in compliance with laws, regulations, and policies.
- Establish and maintain effective working relationships with Town Staff, elected officials, other public and private organizations, the media and the public; exercise tact and diplomacy in interpersonal dealing which are difficult, time sensitive, and confidential.
- Quickly adopt and implement technological improvements related to the role.
- Communicate clearly and concisely, both orally and in writing, with the public, elected officials, and all levels of management and personnel.
- Maintain professional status through memberships in professional organizations, literature review, and specialized courses.
- Direct the retention and destruction of official records in accordance with applicable laws and regulations.
- Prepare and administer a program budget.
- Select, supervise, train, and evaluate assigned personnel.

- Maintain high standards of ethical conduct, professional competence, management acumen, and servant leadership. Must be well organized and flexible. Must be able to work under pressure.

E. EXPERIENCE AND TRAINING

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying.

1. Experience:

Progressively responsible experience performing complex administrative office work, preferably in a Town Clerk or Judicial Court office; three years of which were in a supervisory capacity. Municipal or Local Government financial management experience required. Veterans are encouraged to apply.

2. Training and Education:

A Degree in Public Administration or related field in public service. Clerk or Deputy Clerk experience is preferred. Participation in relevant professional associations demonstrates a highly competitive candidate for this position.

F. ADDITIONAL REQUIREMENTS

1. Physical Requirements:

Exerting up to 30 pounds of force occasionally and 40 or more pounds of force infrequently. The use of arms and/or leg controls requires exertion of forces greater than that for sedentary work, and medium to heavy work may be involved to carry out records and information management functions; involves sitting most of the time. Stooping, bending, and reaching will be frequently required. Walking short distances around the office building is necessary. Vision must be adequate to perform the essential functions of this position. Must be able to perceive and understand vocal communication and convey information verbally via the telephone, on video conferencing systems, and in person. Eye, hand, and foot coordination sufficient to operate a variety of office equipment such as a computer, calculator, and copier. Manual dexterity must be moderate to high in order to produce the volume of work required of the position.

2. Work Environment:

Position is typically office or administrative work and is not substantially exposed to adverse environmental conditions. Town Clerk is expected to work evenings during regularly scheduled Town Council meetings and may be occasionally required to work during weekends or holidays to support Town sponsored events. Town Clerk will have close and frequent interaction with the public who may have hostile sentiments towards municipal policy and must have exceptional customer service skills to deescalate highly-emotional situations.

3. License or Certificate:

Possession of, or ability to obtain, a valid Arizona driver's license and Notary Public Commission. Designation as a Certified Municipal Clerk (CMC) through the International Institute of Municipal Clerks (IIMC), or the ability to obtain within three years of appointment. Ability to obtain a Certified Municipal Elections Official designation within three years of appointment.

Revised: 10/2021

**DURING THE SELECTION PROCESS, ANY APPLICANT REQUIRING
ACCOMMODATION FOR A DISABILITY SHOULD ADVISE THE TOWN MANAGER.**

**Human Resources: (928) 965-3034 EOE M/F/D/V
THE TOWN OF DUNCAN IS AN EQUAL OPPORTUNITY EMPLOYER
EL CIUDAD DE DUNCAN ESTA OPPORTUNIDAD DE EMPLEO CON DERECHOS IGUALES**

506 South East Old West Highway, Duncan, Arizona 85534, Phone: (928) 965-3034 Fax: (928) 359-9146



The Community: The Town of Duncan is an Arizona municipality serving approximately 700 citizens at the center of a bi-state rural community of about 2,500. Settled in the 1870s, Duncan incorporated in 1938. Straddling the scenic Gila River, Duncan is a gateway to outdoor recreation opportunities of all kinds, free of the crowding of more familiar destinations. The town has a small historic business district on US Highway 70, which provides the kind of spectacular and relaxing alternative to interstate travel that domestic and foreign tourists alike seek out. Duncan has been featured in such notable travel/lifestyle magazines as Arizona Highways and Sunset. The potential for new businesses serving visitors is as great in Duncan as the opportunities for families, retired adults, and remote workers to enjoy the benefits of a quiet and beautiful rural setting. Duncan has excellent public schools, enriched programs for students interested in agricultural sciences and related disciplines, a lively and innovative public library, a non-profit community health clinic and pharmacy, a helipad used by subscription medivac services, and available land with high potential for housing and business development.

Governance and Organization: Duncan operates under a Council/Manager form of government. The Town Council is comprised of a Mayor, a Vice Mayor, and three Council Members elected to four-year terms biennially using staggered elections. The Town consists of the following departments: Town Clerk/Finance, Public Works/Roads, Water Testing Laboratory, Parks and Recreation, and Utilities consisting of water, waste water, and solid waste management. Public Safety is outsourced to the County Sheriff and Duncan Valley Fire District. Town Magistrate is outsourced to the Justice of the Peace.

The Town of Duncan has recovered from years of financial malpractice, failed audits, mismanagement of scarce resources, and lost opportunities. Keeping our reforms intact, our next Town Manager will have high standards of ethics, performance, and management acumen and should be widely recognized for their values-based leadership ability. They should be comfortable leading and managing candid, self-reliant, highly opinionated, and extraordinarily competent Staff and Employees who need very little direction and absolutely no micromanagement.

About the Position: The Town Council appoints a professional Town Manager to serve as the organization's Chief Administrative Officer overseeing all Town operations and carrying out the policies set by the governing body. Essential Responsibilities:

- Ensures that all laws and ordinances of the Town are enforced.
- Provides administrative control and direction to all non-elected Town departments, divisions, staff and employees.
- Recommends, implements, and monitors the Town's strategic plan.
- Establishes, modifies, monitors, and updates the Town's goals and objectives.
- Incorporates the strategic plan into the Town's budget; reviews, assesses, presents, and justifies the Town's operating budget and provides broad oversight in the review and approval of expenditures, purchases, and procurement.
- Serves as the official Town lobbyist; represents the Town Council and Town of Wickenburg with various legislative bodies, committees, the general public, and others.

- Responds to citizen inquiries and concerns.
- Identifies, reviews, approves, and monitors grant funding efforts and activities.
- Administers, supervises, and performs all human resources functions including hiring, training, work review, and assignments; preparation of performance appraisals, promotions, and/or disciplinary actions; works with benefit providers.

Major Issues Facing the Town of Duncan:

- Annexation and increased service areas
- Attracting businesses that reflect our traditions, values, and rural culture
- Attracting tourism to our local events and festivals
- Development of municipal enterprises: Water Utility, Waste Management, Waste Water Utility, Water Laboratory for Compliance Testing
- Development of municipal airport
- Flood control and hazard mitigation from the Gila River
- Historical preservation and restoration of culturally significant buildings
- Impact of water lawsuits on the Community's lifestyle, livelihoods, and traditions
- Improving the resilience of existing locally-owned, family operated businesses
- Revitalization and return of municipal-owned commercial properties into local commerce
- Road construction and maintenance
- Storm water management Youth programs in agriculture, business, government, and public service
- Water quality, access, reliability, and availability

The Ideal Candidate: The Mayor, Vice Mayor, and Members of the Town Council desire a proven leader who is forward-thinking and highly skilled in local government finance and cutting-edge growth management policies to become the next Town Manager. Strong intergovernmental experience in the local, regional, state, tribal and federal levels are essential to advocate, coordinate, collaborate, and communicate the solutions to the issues facing the Town of Duncan over the next decade. Recognized experience in capital infrastructure financing; community events for rural populations; community services for the elderly, Veterans, and youth; economic development for small businesses and self-employed; financial management with austere budgets; flood control and mitigation and storm water management; historical preservation; road maintenance and water rights litigation is particularly desirable. Professional development and participation in professional management and leadership associations are important self-development priorities of our next Town Manager. The next

Town Manager is expected to reside in the community in a Town-provided residence and represent the Town at community events in the evening and on weekends and have a close connection with community organizations, small business owners, and can connect with all members of a diverse population. The next Town Manager will advocate and perpetuate our

small-town, rural Arizona, family-oriented culture; our agricultural, mining, and ranching economic interests; and our American Old West history and values.

Education and Experience: This position requires a bachelor's degree in public or business administration, political science, finance, or a closely related field and 7-10 years of experience in managing, supervising, and administering multiple divisions in a municipality. Complex private sector experience as a director, manager, or second-in-command role will also be considered. A Master's degree is preferred and experience with capital projects is highly desired.

Compensation and Benefits: The annual salary range for this position is \$50,000 to \$75,000. Town supplied housing and utility costs are included in this benefit package. The Town of Duncan offers a variety of plans for medical, dental, vision, and life insurance with the Town paying 100% of the premium for medical, dental, vision, and basic life for the employee, and 50% for medical and dental for dependents. Additional benefits include generous paid leave. Retirement is provided through the Arizona State Retirement System (ASRS) and an optional 457(b) defined contribution plan is also available.

Application Process: Please send cover letter, resume, and references to:

506 South East Old West Highway
Duncan, Arizona 85534

For more information on this position contact:
Philip Cushman, Interim Town Manager, Town of Duncan
(928)

The Interim Town Manager is not a candidate for this position.

The Town of Duncan is an Equal Opportunity Employer and values diversity in its workforce. Applicants selected as finalists for this position will be subject to a comprehensive background check.

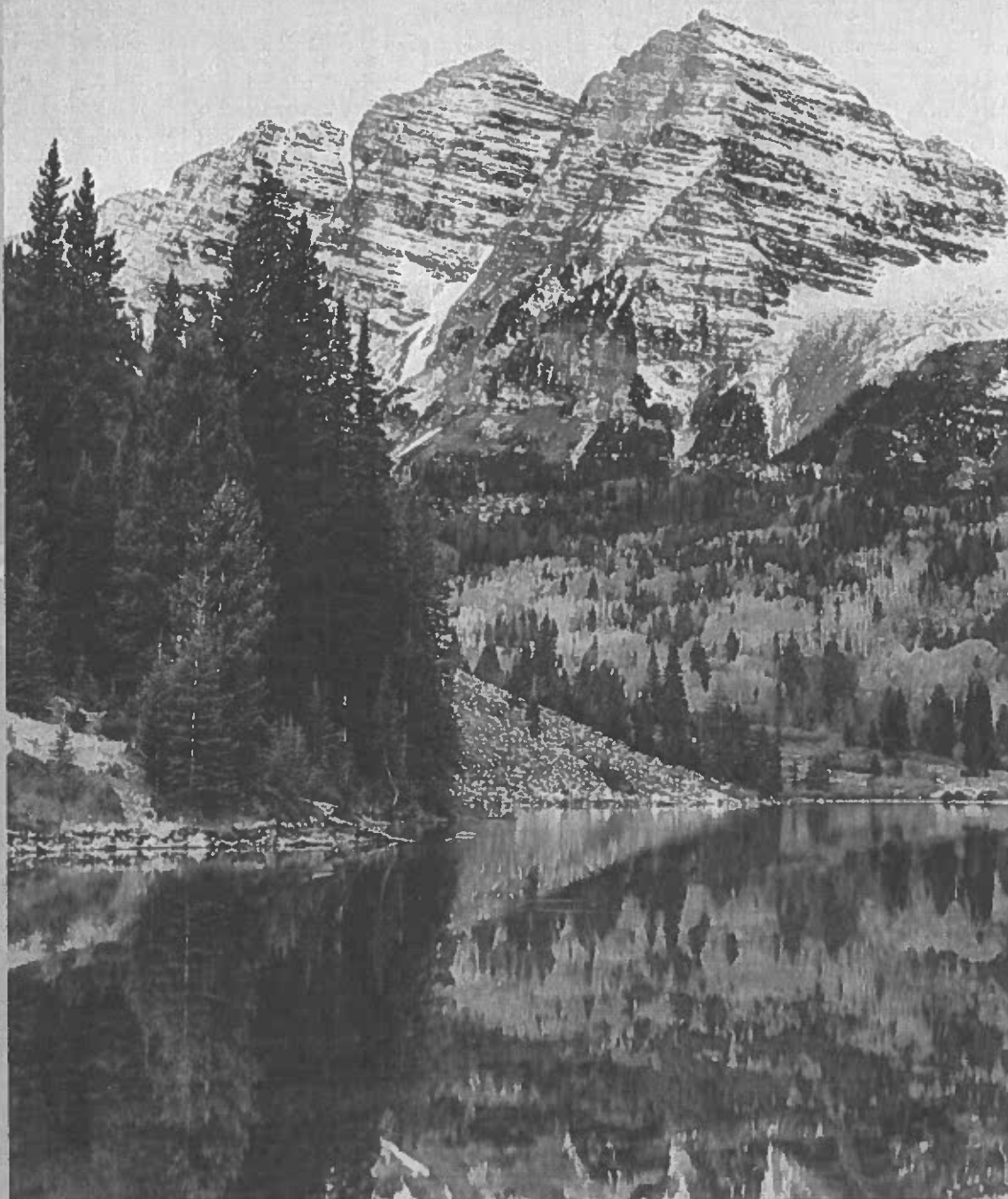
Resources:

Town of Duncan, Arizona

Town of Duncan Facebook



Peckham & McKenney
"All about fit"



PECKHAM
&
MCKENNEY
EXECUTIVE SEARCH

City Manager
CITY OF ASPEN, COLORADO

THE COMMUNITY

The City of Aspen is a premier, internationally-acclaimed resort community set high in Colorado's Rocky Mountains in the heart of the White River National Forest. With historic roots as a silver mining and ranching community, Aspen was transformed into a world-class ski, cultural and arts center in the 1940s, and has embodied the 'Aspen Idea,' which describes the importance and interrelationship of mind, body, and spirit.

Today, Aspen (3.87 sq. mi., elev. 7,908 ft.) is one of the most beautiful and prestigious small towns anywhere. Known for more than its world class skiing, Aspen has become a four-season destination for outdoor adventures along with a vibrant cultural and arts scene. Aspen has a distinctive small-town character with 6,700 year-round residents, thousands of second homeowners, and an infrastructure to support a city of eighty thousand. Aspen is an active, engaged community with diverse ideas and solutions. Citizens pride themselves on spirited debate, where it is common to see votes split

around 48% to 52%. Aspen's vibrant downtown offers a picturesque pedestrian mall, historic buildings, including the historic Wheeler Opera House and Hotel Jerome, upscale and unique shopping, dining venues and art galleries.

Surrounded by rugged mountain and wilderness areas, Aspen is located in the Roaring Fork Valley in the heart of Colorado and serves as the county seat of Pitkin County. The Roaring Fork Valley is home to Snowmass Village, Basalt, Carbondale, and Glenwood Springs, all served by the Roaring Fork Transportation Authority (RFTA), the largest rural transit system in the United States. Aspen is approximately 205 miles southwest of Denver and 130 miles east of Grand Junction. The Aspen/Pitkin County Airport serves the city, and Denver International Airport is about four hours away.

Recreational opportunities abound in Aspen's neighboring White River National Forest, one of the most visited national forests in the nation containing eight wilderness areas, including the nearby picturesque and famous Maroon Bells. Popular activities in and around the area

include: cross-country and downhill skiing, alpine touring, mountain and road biking, fishing, kayaking, rafting, paddle boarding, rock climbing, camping and hiking.

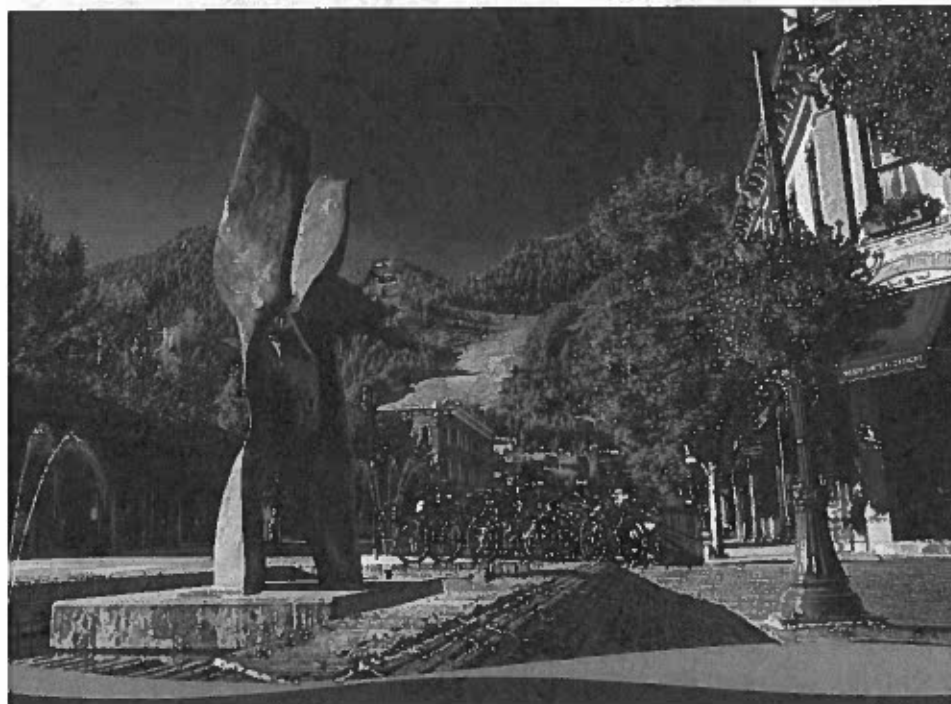
Summer draws classical music students and music lovers to the Aspen Music Festival and School, as well as tourists and thought leaders to the Aspen Institute's Aspen Ideas Festival.

Excellent public (Aspen School District, Colorado Mountain College), private, and charter schools serve the city. Major medical facilities include Aspen Valley Hospital and Valley View Hospital in Glenwood Springs.

CITY ORGANIZATION

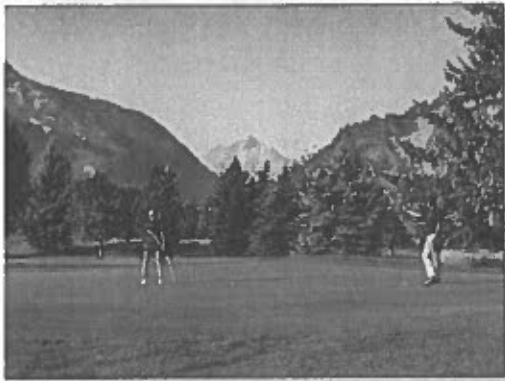
Aspen became a home rule municipality in 1972, and operates under a home rule charter and a council-manager form of government. Council members are elected for four-year staggered terms. The mayor, elected by the voters, serves two-year terms. The last City Manager served for 20 years. The City Manager oversees approximately 325 full time employees in 24 departments and an annual budget of around \$139 million. The city has a Moody's AAA General Obligation (GO) bond rating.

The City of Aspen is a dynamic organization with a progressive focus. Priorities and challenges include affordable housing, communications and public outreach, mobility transformation, environmental stewardship and sustainability, managed growth, historic preservation, quality of life, regional collaboration, water storage and rights, and the new city office project (\$48.1 million, opening in 2021), among others.



CITY MANAGER POSITION

This candidate profile was developed collaboratively by the current Mayor and City Council, the Mayor-elect and Councilmembers-elect, department heads, and Aspen employees, with input from the residents of Aspen.



The City Manager is the chief administrative officer of the City and serves at the pleasure of the City Council. The City Manager is responsible for ensuring implementation of Council's priorities and provides thoughtful and effective management of the City's daily operations.

The City Manager must understand the needs of the year round and seasonal resident. The City Manager must also effectively interact with the lodging, commercial, public, institutional, and nonprofit sectors and work collaboratively with the Aspen Chamber Resort Association, Aspen Institute, Aspen Skiing Company, Pitkin County, and all other stakeholders.

A four-year college degree with major course work in public administration, management, or business administration, and seven years of progressively responsible government experience, including

Peckham & McKenney
"All about fit"

five years of executive or senior management experience (preferably as a City Manager or as an Assistant/Deputy City Manager or similar position) are required. Municipal management experience and a master's degree in public administration or business administration are preferred, and experience working in resort communities is desired. Any combination of experience and education that would likely provide the required abilities, knowledge and skills as determined by the City of Aspen may be substituted for the requirements.

THE IDEAL CANDIDATE

The new City Manager will be an experienced, municipal leader who understands the delicate resort and community balance that makes Aspen unique and challenging. The ideal candidate will value community input and embrace the challenges that come from living in an incomparably beautiful and spirited resort town.

The City Manager is a public servant, a collaborative problem solver, skilled listener and a champion of a transparent and customer service-oriented government. The ideal candidate will be equipped to embrace Aspen's diverse and progressive community fabric. The City Manager will foster civility and exhibit professionalism in the community and throughout the organization.

The City Manager will need political wisdom, robust analytical skills, a resilient nature, and the ability to manage complex and stressful

situations. The ideal candidate will be diplomatic and a strong communicator.

The City Manager will be expected to have immediate impact on the organization and take a fresh look at all aspects of government, its structure, workforce organization, and all processes, with an eye toward modernization, improvement, and exemplary customer service. Experience in organizational analysis, strategic planning, and implementation is essential. The successful candidate will bring strong strategic skills to help focus the organization around a well-defined mission, vision, and values.

The next City Manager will help Council refine, clarify, and prioritize goals. The City Manager will understand the big picture and be able to explain complex concepts in a way that's easy to understand.

The ideal candidate possesses strong leadership, management and teambuilding skills, uncompromising integrity and ethics, and the ability to motivate, coach, mentor, empower and inspire City employees. Fostering



culture of innovation, calculated risk taking, and collaboration is essential. The City Manager must be a strategic and tactical thinker, with considerable experience in finance and developing and managing budgets. The budget must align with community expectations and Council's policy priorities and organizational values.

The next City Manager is calm under pressure, passionate, approachable, and even keeled. The successful applicant will emphasize diversity, equity, and inclusion throughout the organization.

THE COMPENSATION:

The hiring range for this position is \$180,000 to \$214,000, dependent upon experience and qualifications. In addition, the following benefits are provided: medical, dental, and vision plans, health savings account or health reimbursement arrangement; flexible spending accounts; cafeteria option (up to \$800 annually); goals and outcomes bonus (up to \$1,650); homeowners assistance loan program; wellness program (up to \$300 annually); basic life, AD&D, and mid-term and long-term disability insurances (paid

SEARCH SCHEDULE


Filing Deadline: July 8, 2019

Preliminary Interviews: July 16-22, 2019

Recommendation of Candidates: July 30, 2019

Finalist Interview Process: August 8-9, 2019

These dates have been confirmed, and it is recommended that you plan your calendar accordingly.



100%); supplemental life and AD&D insurances (available); employer retirement contribution of up to 8% into the ICMA-RC 401(a) plan, 457(b) deferred compensation plan (optional); 22 PTO days, five ESL (extended sick leave) days, and eight holidays; up to eight EAP visits annually; tuition reimbursement program, Aspen Recreation Center Pass, and other discounted programs. Housing allowance and relocation assistance are subject to negotiation.

The City of Aspen is an equal opportunity employer.

THE RECRUITMENT PROCESS

To apply for this exciting career opportunity, please send your cover letter and resume electronically to:

Peckham & McKenney
apply@peckhamandmckenney.com

Please do not hesitate to contact Andrew Gorgey toll-free at (866) 912-1919, if you have any questions regarding this position or the recruitment process.





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 EXECUTIVE SEARCH
www.peckhamandmckenney.com



Town of Wickenburg

Wickenburg Arizona

Wickenburg Ranch

Town Manager Recruitment
Apply by June 12, 2017

DAVID E. CARTER WICKENBURG / MARICOPA COUNTY

Town Hall

The Community

Wickenburg is a community rich in tradition. Founded in 1863 and incorporated in 1909, it is one of Arizona's oldest communities. The Town's "Old West" spirit is showcased in its unique downtown area and special events held throughout the year. True West Magazine recognized Wickenburg among the ten best western towns in the world.

Wickenburg is located 60 miles northwest of downtown Phoenix at the intersection of Highways 60 and 93 connecting Las Vegas and Phoenix. The year-round population is estimated at 7,004, a number that increases significantly with the arrival of winter visitors. The regional trade area is estimated at more than 20,000.

The Community boasts a highly-ranked school system and is within an hour of numerous higher education institutions, including Arizona State University. Arts and cultural amenities include the renowned Desert Caballeros Western Museum and the Del E. Webb Center for the Performing Arts. Residents also enjoy year-round access to hiking, biking, horseback riding, golf, and more.

The Wickenburg Community Hospital provides 24/7 healthcare and functions as the centerpiece of a highly regarded medical service industry that also includes several prominent behavioral health corporations.

Long known as the "Dude Ranch Capital of Arizona," Wickenburg continues its reputation as a "getaway" from the Phoenix metropolitan area while reinventing itself as a West Valley leader and the "Team Roping Capital of the World."

Downtown Wickenburg is a destination for tourists from across the world, boasting unique points of interest and a variety of local shops, restaurants, and businesses. Three area golf courses complement an array of parks, courts, trails and aquatic facilities. Regional destinations include the Hassayampa River Preserve, Vulture Peak, Lake Pleasant, Alamo Lake State Park and the Granite Mountain Hotshots Memorial.

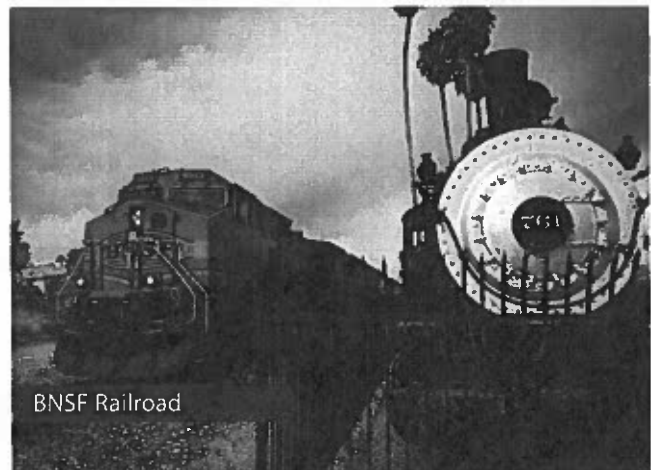
Wickenburg has 26.1 square miles within its Town limits in both Maricopa (Phoenix) and Yavapai (Prescott) Counties.



Historic Downtown



Municipal Airport



BNSF Railroad

Town Government

The Town of Wickenburg has operated under the council-manager form of government since 1944. The Mayor, who is directly elected, has a four-year term. The six Council Members are elected at-large to staggered four-year terms. Neither the Mayor nor Town Council Members have term limits.

The Town Manager is selected by the Mayor and Council and serves as the organization's chief executive officer. The Town Manager is responsible for management of the Town organization, preparing the annual budget, and making policy recommendations to the Town Council. In addition to the Town Manager, the Council appoints the Town Attorney and Judge.

All seven department directors report to the Town Manager as well as the Economic Development and Community Relations Manager and the Administrative Assistant, which is shared with the Town Clerk's office. Also, while the Town has a Human Resources Coordinator, the Town Manager serves as the Human Resources Director. Finally,

the Town Manager is the Town's representative to various legislative and intergovernmental bodies.

The Town is a full-service-plus organization providing the following services: Water; Wastewater; Electric; Sanitation; Police; Fire; General Aviation Airport; Library; Parks and Recreation; Events Center; and Cemetery.

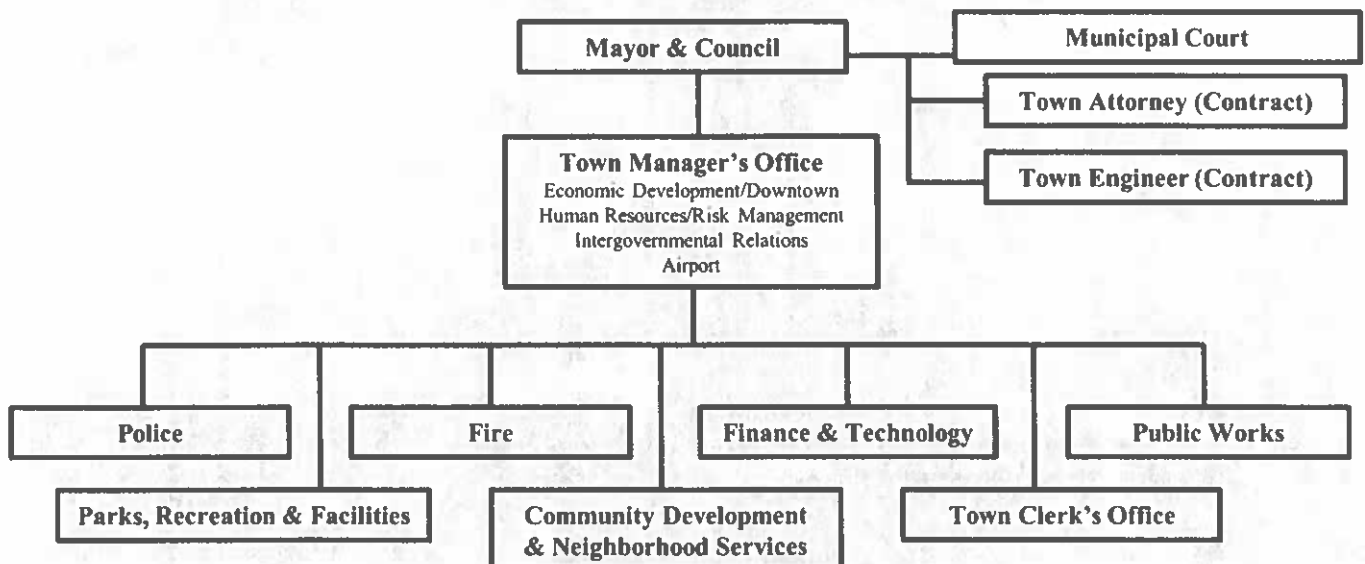
The Town has a \$31.1M operating budget, a \$6.7M five-year Capital Improvement Program (CIP), and 85 FTEs. Sales taxes constitute approximately one-half of General Fund revenues, and the General Fund has a fund balance of 20 percent of annual revenues. The Town has five enterprise funds (Water, Wastewater, Sanitation, Electric, and Airport) all of which are self-sufficient except for the Airport, which has enough revenue to support only its operating expenses.

The Town has no general obligation debt and does not conduct collective bargaining with any employee groups. The Town has had six Town Managers in the last 33 years, all of whom left voluntarily.



Town of Wickenburg

Organizational Chart



Strategic Plan

The Town has a strategic plan which is updated annually by the Town Council. An overview of the plan is shown below. The entire strategic plan can be found at <http://www.wickenburgaz.org/DocumentCenter/View/3575>.

Mission Statement

The mission of the Town of Wickenburg is to provide excellent customer service and a clean, safe and vibrant Western community for the benefit of all residents, businesses and visitors.

Vision Statement

Wickenburg will be known as the best Western town in Arizona and one of America's best places to live, raise a family, do business and enjoy an outdoor lifestyle.

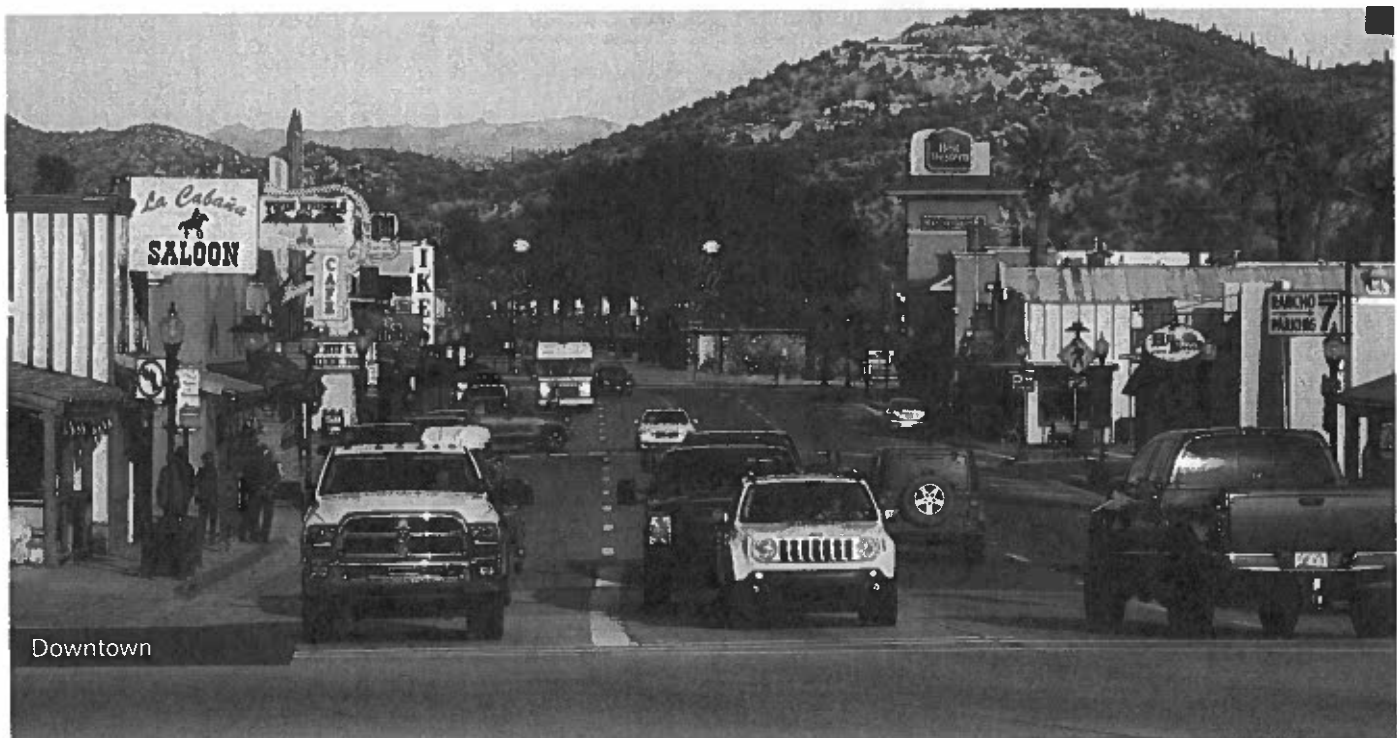
Guiding Principles

The Town of Wickenburg...

- Welcomes new opportunities while respecting history.
- Seeks to engage and build trust with its citizens.
- Plans and invests for the future.
- Is an organization that strives for excellence.

Priority Areas

- Economic Development
- Downtown
- Public Safety
- Youth & Families
- Natural Resources & Recreation



Downtown

Issues and Opportunities

The following is a summary of the issues and opportunities to be managed by Wickenburg's next Town Manager.

Managing Growth

Wickenburg has been experiencing a steady population growth of almost 2.5 percent annually over the past 15 years. However the community is now poised for much more rapid growth as construction of the 2,160 acre Wickenburg Ranch has begun. When completed, Wickenburg Ranch, a Trilogy resort community, will consist of more than 5,000 houses. Approximately 175 houses have already been constructed at Wickenburg Ranch, as have two golf courses and other amenities. The Big Wick golf course at Wickenburg Ranch is a championship course with views of Vulture Peak and Prescott National Forest. Wickenburg Ranch also has a 40,000 square foot golf and social club with art classes and gourmet dining, which is open to the general public as are the golf courses.

The Town has streamlined its development review processes, which has led to interest in the development community about undertaking additional development projects in Wickenburg. The Town recently annexed 2,500 acres and additional annexation opportunities are expected. It is important the Town manage this growth so it is not a financial burden on the Town but rather an opportunity for the Town to build and maintain its infrastructure and retain its currently sound financial condition. Also, there is an overarching need for the Town to balance new growth with Wickenburg's old West small-town charm and its strong community identity and pride.

Community Engagement

Wickenburg has a high level of community involvement which takes many forms including:

- Town initiated neighborhood engagement such as door-to-door polling on neighborhood issues and block parties to learn more about neighborhood needs and solutions;
- Community-wide Town Hall events on specific topics such as economic development;

- Using community volunteers to provide labor for Town projects;
- Philanthropy ranging from major contributions for CIP projects to sponsorship of Town events; and
- Town communications including weekly newspaper articles, monthly newsletters, and use of social media.

It is expected this high level of community engagement will continue and that the Town will find additional creative ways to involve stakeholders.

Teamwork

There is presently a high amount of trust and mutual respect both among and between the Town Council and Town staff. This type of teamwork has contributed to Wickenburg's success over the last several years and is something all parties wish to retain.

Interstate 11

In 2014, the Arizona and Nevada Departments of Transportation completed the Interstate 11 (I-11) & Intermountain West Corridor Study. The study included detailed corridor planning of a possible interstate link between Phoenix and Las Vegas and high-level visioning for extending the corridor south to Mexico and potentially north to Canada. This study is of extreme importance to Wickenburg's future as vehicular traffic between Phoenix and Las Vegas now passes through Wickenburg on US Highway 93.

Currently the Arizona Department of Transportation (ADOT) is conducting a Tier 1 Environmental Impact Statement (EIS) study to identify a selected corridor for I-11 between Nogales and Wickenburg. The Town of Wickenburg needs to continue its involvement in this matter to make sure its interests are well represented in the ADOT study process.

Downtown Revitalization

The Downtown Heritage area consists of 64 acres near the crossroads of US Highways 93 and 60. The Town Council has undertaken several planning efforts to enhance the unique sense of place, energy, and excitement that exists today downtown. Strategies are sought for encouraging businesses to occupy empty storefronts, maintaining high aesthetic design standards that promote Western culture, having more special events, and making parking improvements to allow visitors easy access to points of interest.

Job Requirements

The minimum job requirements are: 1) Bachelor's degree in related field (Master's degree preferred); and 2) 7-10 years of relevant experience; equivalent combination of education and experience will be considered.

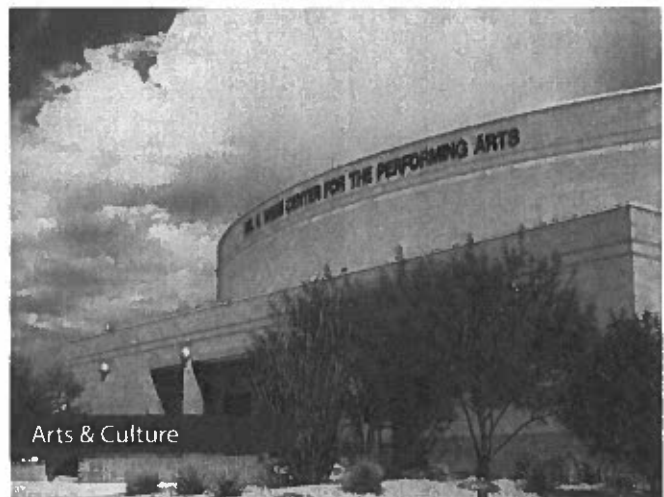
Desired Professional and Personal Attributes

The following are the desired professional and personal attributes Wickenburg's next Town Manager should possess.

- Honest with ethical standards beyond reproach
- Visionary, energetic leader who collaborates with stakeholders to build consensus
- Experience in rapidly growing communities dealing with growth management issues and negotiating development agreements highly desired
- Communicates openly, freely, and directly without hidden agenda—able to communicate effectively with various personality types
- Able to articulate where community and organization need to go versus where they may want to go
- High level of integrity whose actions match their words
- Strategic planning experience with ability to implement work plans to address goals in strategic plan
- Understands they cannot be effective staying in their office all day but must have high community visibility, be engaged in civic activities and events, and encourage staff to do same
- Able to work effectively with highly qualified professional management staff
- Creative, innovative, and "thinks outside the box"
- Good financial management skills and sense of fiscal discipline
- Nourishes current positive organization-wide teamwork and employee morale
- Good listening and writing skills
- Continue pay-as-you-go CIP projects ensuring Town has sufficient infrastructure and facilities

to keep up with community growth and replace older infrastructure as needed

- Models responsive and effective customer service for Town employees
- Keeps up with local government management state-of-the-art and supports professional development for Town staff
- Economic development, airport management, utility systems management, public finance, land use, and water law knowledge and experience valued
- Tech savvy
- Experience facilitating development of workforce housing a plus



Compensation

The salary range for the Town Manager position is \$110,000 to \$150,000. Appointment may be made above the minimum salary dependent on the selected individual's qualifications and match with the desired attributes being sought by the Town.

A competitive benefits package includes medical, dental and life insurance, enrollment in the Arizona State Retirement System, 88 hours of annual paid holidays, wellness program with fitness center membership, employee assistance program, generous vacation and sick leave allowances, and a 4-10 work schedule.

The Town will pay reasonable and customary moving expenses for the next Town Manager, who is required to live within five miles of the Town center and strongly encouraged to live within the Town limits.

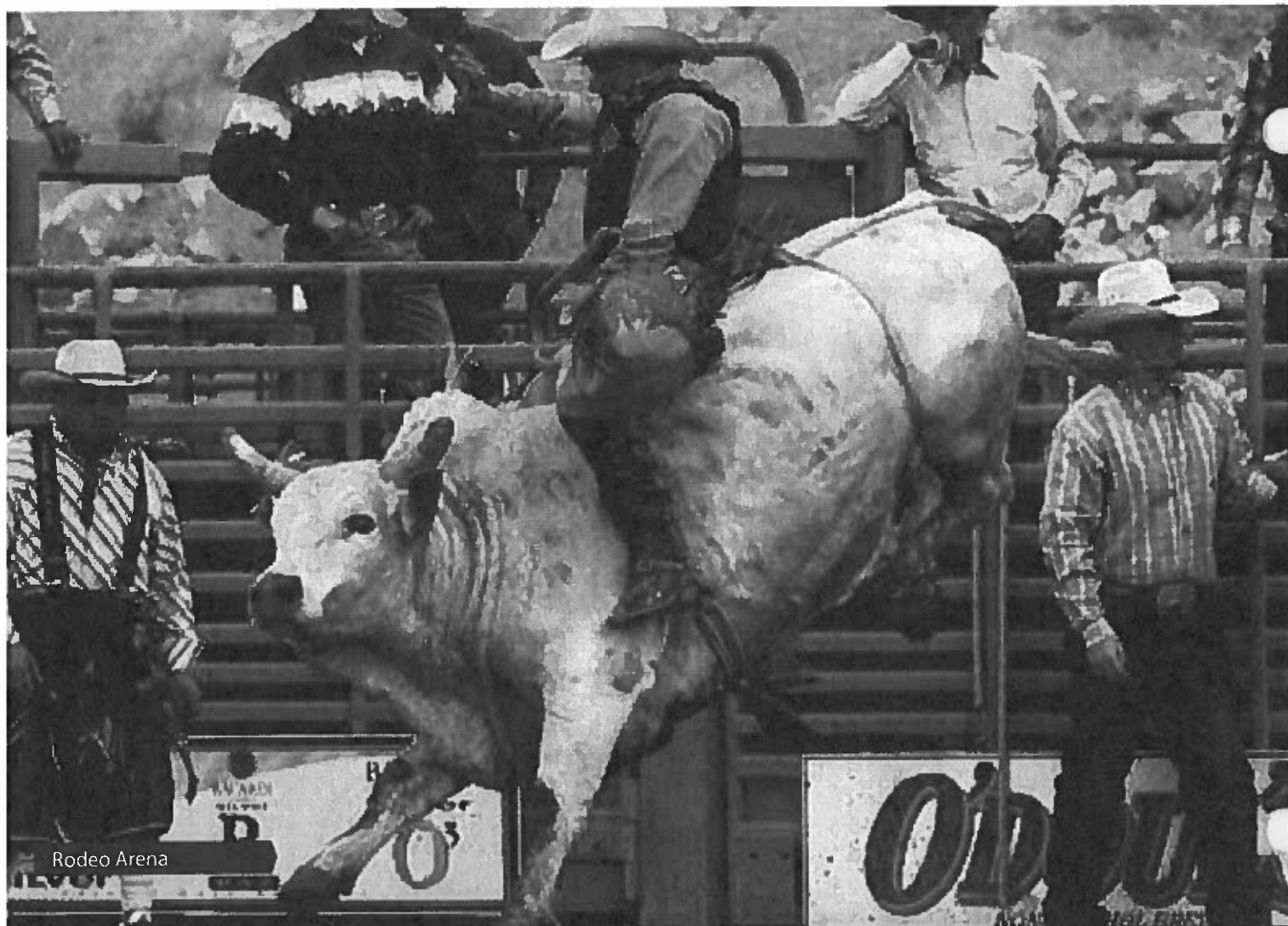
To Apply

The position will remain open until filled with the first review of resumes occurring on June 12, 2017. In order to be considered for this position, please send your resume and cover letter with current salary to pwconsulting@cox.net. For additional information about this job, please contact:

Paul Wenbert, Western Regional Manager
Slavin Management Consultants
Mesa, Arizona
480-664-2676
pwconsulting@cox.net

**AN EQUAL OPPORTUNITY
RECRUITER/EMPLOYER**





Rodeo Arena

155 N TEGNER STREET, SUITE A
WICKENBURG, ARIZONA 85390

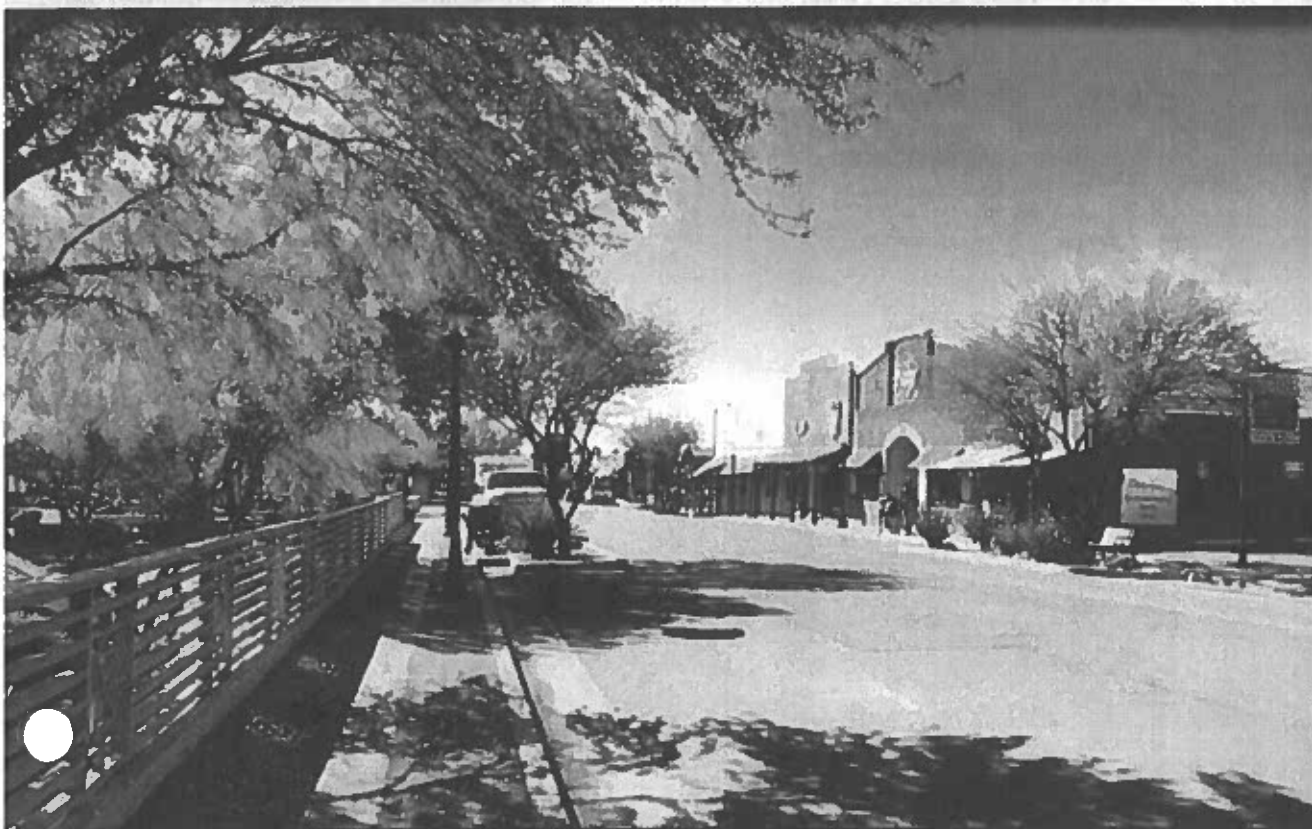
928-684-5451

www.wickenburgaz.org

Town of Wickenburg



Wickenburg Sunset



TOWN MANAGER

Wickenburg, Arizona

EXECUTIVE
RECRUITMENT
PROVIDED BY





Town of Wickenburg

by the Numbers



POPULATION:
7,474



MARICOPA COUNTY:
population 4.6M



YAVAPAI COUNTY:
population 241k



SIZE:
25.87 square miles



MEDIAN INCOME: \$42,270



AVERAGE HOME VALUE:
\$395,000



ANNUAL BUDGET:
\$49.1M



TAX RATE:
\$0.50 per \$100 of valuation



**NUMBER OF
EMPLOYEES:**
128.5 FTE

MAJOR EMPLOYERS

Meadows Behavioral Healthcare /
Remuda Ranch

Wickenburg Ranch | Trilogy

Wickenburg Community Hospital

Rosewood Centers for Eating Disorders

Town of Wickenburg

Bearcat Manufacturing,
an Etnyre International Company

EDUCATION

PUBLIC SCHOOL

Wickenburg Unified School District #9
1,400 students, grades K-12

Wickenburg Virtual Academy

PRIVATE SCHOOLS

Wickenburg Christian Academy

Gospel Outreach Christian Church &
School

Quite Write Educational Services

NEARBY COLLEGES & UNIVERSITIES

Rio Salado College

Ottawa University Surprise

West Mec College

Estrella Mountain Community College

NAU at Estrella Mountain
Community College

University of Phoenix

Ottawa University

Embry-Riddle Aeronautical University –
Prescott

Grand Canyon University

Arizona State University

Arizona Christian University

Prescott College



THE COMMUNITY

The Town of Wickenburg, Arizona is a close-knit community with an inviting spirit and incredible opportunities for economic development, education, arts, and culture. Located just 25 miles from the rapidly growing Phoenix Metro area, Wickenburg is primarily situated in Maricopa County, with a portion in neighboring Yavapai County. With a population of almost 7,500 Wickenburg is a charming small town with a unique history. In the mid-1800s, Henry Wickenburg came to the area in search of gold. He was rewarded with the discovery of the Vulture Mine, where over 340,000 ounces of gold and 260,000 ounces of silver were found. Working together with ranchers and farmers who settled in the area because of the fertile flood plain of the Hassayampa River along with other miners, Wickenburg founded the community named after him in 1863. The railroad came to Wickenburg in 1895 and brought with it a new level of growth and prosperity. The Town would later be incorporated in 1909.

Known for its clean air, wide-open spaces, and western flair – the Town is the Team Roping Capital of the World – Wickenburg is a place where you can enjoy arts, culture, and outdoor recreation. Citizens also demonstrate community spirit as they come together to celebrate an array of annual events. Gold Rush Days celebrates Wickenburg's origins as a ranching and gold mining center. The event was founded 73 years ago, and today Gold Rush Days draws tens of thousands of visitors from all over the country. At 42 years old, the annual Wickenburg Bluegrass Festival is one of the oldest bluegrass festivals in the Southwest.

To help manage the Town's outdoor opportunities and stunning desert landscapes, Wickenburg staff members work closely with the Wickenburg Conservation Foundation and Arizona State Parks & Trails. Miles of hiking, biking, horseback riding, and off-highway vehicles (OHV) trails allow residents and visitors to explore the area's natural beauty and ample wildlife. Perhaps the best-known outdoor attraction is the Hassayampa River Preserve. For most of its 100-mile course through the desert, the Hassayampa River flows only underground. But within the preserve, its crystal-clear waters emerge, flowing above-ground throughout the year, providing a water source for lush vegetation and a variety of wildlife, including approximately 300 different bird species, that call the 770-acre preserve home.



GOVERNANCE & ORGANIZATION

Wickenburg operates under a Council/Manager form of government. The Town Council is comprised of a Mayor and six council members elected to four-year terms biennially using staggered elections.

Through creative budgeting, the Town has used cash to pay off several obligations in excess of \$6.5 million leaving the Town essentially debt-free and cash funding capital projects. Major projects underway include a new police station (in progress, phase II), a public safety communication system, and an additional fire station.

As part of the Town's recent efforts to outline a 2020-2021 Strategic Plan, the Town Council created the following mission and vision statements:

MISSION STATEMENT:

The mission of the Town of Wickenburg is to provide excellent customer service and a clean, safe, and vibrant Western community for the benefit of all residents, businesses, and visitors.

VISION STATEMENT:

Wickenburg will be known as the best Western town in Arizona and one of Arizona's best places to live, raise a family, do business, and enjoy an outdoor lifestyle.

The Town went one step further by incorporating a set of customer services standards. Dubbed "The Wickenburg Way":

- **The Western Greet** - Provide excellent customer service to all with a warm welcome and fond farewell. We give a firm shake, open doors, wave as we pass, and tip our hats.
- **Courteous Communication** - Answer phones, written communications, and voice mail messages promptly and with a friendly tone.
- **Hometown Pride** - We take personal pride in our community and a job well done. Cleanliness is everyone's responsibility.
- **Experience!** - Anticipate our guests' needs, acknowledge all, respond timely, and welcome feedback.
- **Team Member Appearance** - Smile and take pride in our appearance.

To carry out their Strategic Plan, the Wickenburg Town Council is focused on the following priority areas:

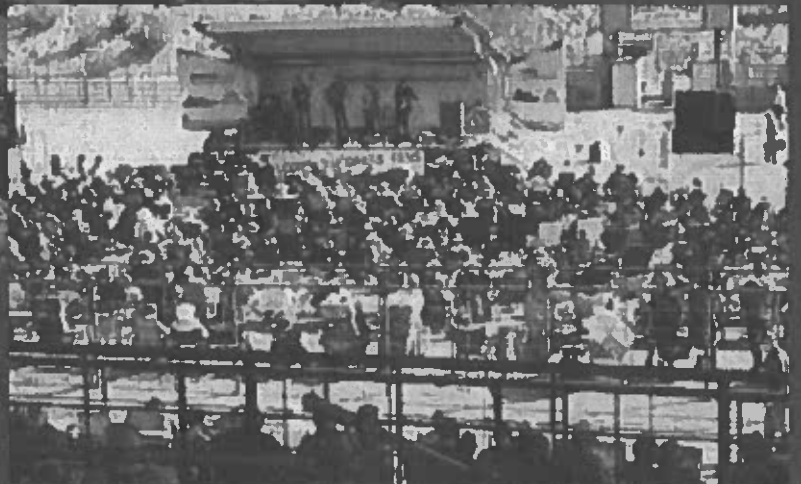
- **Priority Area #1 - Economic Development:** Make Wickenburg a destination for business.
- **Priority Area #2 - Downtown:** Create a unique sense of place, energy, and excitement in downtown Wickenburg.
- **Priority Area #3 - Public Safety:** Establish Wickenburg as a safe, family-friendly community by consistently providing one of the best public safety systems in Arizona.
- **Priority Area #4 - Youth & Families:** Create a friendly atmosphere that encourages families to locate in the community.
- **Priority Area #5 - Natural Resources & Recreation:** Establish outdoor recreation and natural resource preservation as hallmarks of the community.

ABOUT THE POSITION

The Town Council appoints a professional Town Manager to serve as the organization's Chief Administrative Officer overseeing all Town operations and carrying out the policies set by the governing body.

Essential Responsibilities:

- Ensures that all laws and ordinances of the Town are enforced.
- Provides administrative control and direction to all non-elected Town departments, divisions, staff, and employees.
- Recommends, implements, and monitors the Town's strategic plan.
- Establishes, modifies, monitors, and updates the Town's goals and objectives.
- Incorporates the strategic plan into the Town's budget; reviews, assesses, presents, and justifies the Town's operating budget and provides broad oversight in the review and approval of expenditures, purchases, and procurement.
- Serves as the official Town lobbyist; represents the Town Council and Town of Wickenburg with various legislative bodies, committees, the general public, and others.
- Responds to citizen inquiries and concerns.
- Identifies, reviews, approves, and monitors grant funding efforts and activities.
- Administers, supervises, and performs all human resources functions including hiring, training, work review, and assignments; preparation of performance appraisals, promotions, and/or disciplinary actions; works with benefit providers.



LEADERSHIP & INNOVATION

The new Town Manager will play a key role in several initiatives including:

- Position the Town for success as the I-11 corridor is being developed.
- Update of the Town's Building Code.
- Completion of a new fire station.
- Update the Town's public safety infrastructure (i.e. communications).
- Continue Economic Development efforts in collaboration with the Deputy Town Manager - Economic Development.
- Update the Town's Strategic Plan and General Plan including land-use policies.
- Develop an Economic Development Strategic Plan that attracts people and/or business year-round.
- Initiate a volunteer program.
- Develop plans for the maintenance of infrastructure along with funding options.
- Develop a Master Plan for the downtown and future of the Community Center.
- Promote professional development for staff and self.
- Develop and/or improve relationships with Town stakeholders, residents, and others by embracing differences and a variety of opinions.
- Develop a plan to complete major capital projects.
- Create additional recreational opportunities for families and economic and quality of life incentives to attract young professionals and families.
- Work to maintain a high livability index.

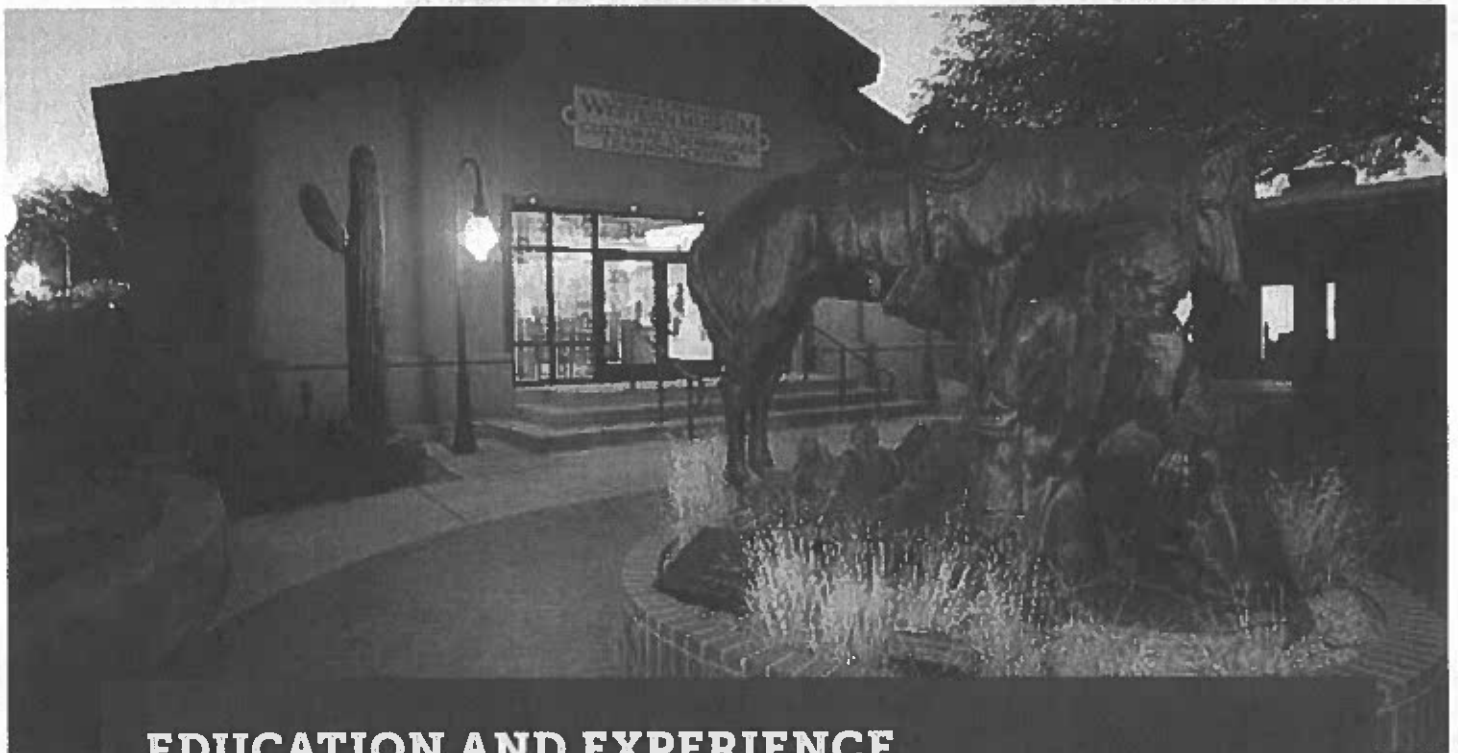


THE IDEAL CANDIDATE

The Mayor and Town Council desire a proven servant leader who is forward-thinking and highly skilled in local government finance and cutting-edge growth management policies to become the next Town Manager. Always seeking to do what is best for Wickenburg, the ideal candidate will be thoughtful, approachable, trustworthy, and demonstrate inclusiveness and transparent leadership that builds community and consensus to prepare the Town for successful growth and development. With a vision toward the future, the next Town Manager will capitalize on community assets and tourism opportunities to bring the Council's vision of Wickenburg becoming a destination for arts and culture a reality while maintaining the Town's sound financial position.

The successful candidate will be visible and engaged within the community both personally and professionally, understanding the culture of a small town and serving all residents and businesses equally. The Town Manager should be a thoughtful and active listener who excels at collaboration and conflict resolution while remaining non-confrontational and apolitical.

A team player leading and mentoring an exceptional Executive Team, the incoming Town Manager will have an open-door policy and the ability to communicate at all levels of the organization and community including, Council, staff, the public, and media partners. The chosen candidate will be fair, decisive, and supportive of staff while holding themselves and others accountable and fostering an environment that delivers excellence.



EDUCATION AND EXPERIENCE

This position requires a bachelor's degree in public or business administration, political science, finance, or a closely related field and 7-10 years of experience in managing, supervising, and administering multiple divisions in a municipality. Complex private sector experience as a director, manager, or second-in-command role will also be considered. A Master's degree is preferred and experience with capital projects is highly desired.

COMPENSATION & BENEFITS

The annual salary range for this position is \$145,000 to \$165,000. The Town of Wickenburg offers a variety of plans for medical, dental, vision, and life insurance with the Town paying 100% of the premium for medical, dental, and basic life for the employee, and 70% for medical and dental for dependents. Additional benefits include generous paid leave, employee assistance program, and a wellness program. Retirement is provided through the Arizona State Retirement System (ASRS) and an optional 457(b) defined contribution plan is also available.



APPLICATION PROCESS

Please [apply online](#)

For more information on this position contact:
Marsha Reed, Senior Vice President, SGR
MarshaReed@GovernmentResource.com
(806) 789-9641



The Town of Wickenburg is an Equal Opportunity Employer and values diversity in its workforce. Applicants selected as finalists for this position will be subject to a comprehensive background check.

RESOURCES

Town of Wickenburg, Arizona
wickenburgaz.org

Wickenburg Economic Development
wickenburgaz.org/EconomicDevelopment

Wickenburg Chamber of Commerce
wickenburgchamber.com

Wickenburg Comprehensive Plan
wickenburgaz.org/GeneralPlan

Wickenburg Tourism
outwickenburgway.com

Wickenburg Social Media


Discussion On The Consolidation And Divestment Of Municipal- Owned Real Estate

RESIDENTIAL SELLER DISCLOSURE ADVISORY

Document updated
October 2017



WHEN IN DOUBT - DISCLOSE!



Arizona law requires the seller to disclose material (important) facts about the property, even if you are not asked by the buyer or a real estate agent. These disclosure obligations remain even if you and the buyer agree that no Seller's Property Disclosure Statement ("SPDS") will be provided.

The SPDS is designed to assist you, the seller, in making these legally required disclosures and to avoid inadvertent nondisclosures of material facts. To satisfy your disclosure obligations and protect yourself against alleged nondisclosure, you should complete the SPDS by answering all questions as truthfully and as thoroughly as possible. Attach copies of any available invoices, warranties, inspection reports, and leases, to insure that you are disclosing accurate information. Use the blank lines to explain your answers. If you do not have the personal knowledge to answer a question, it is important not to guess - use the blank lines to explain the situation.



If the buyer asks you about an aspect of the property, you have a duty to disclose the information, even if you do not consider the information material.* You also have a legal duty to disclose facts when disclosure is necessary to prevent a previous statement from being misleading or misrepresented: for example, if something changes.

If you do not make the legally required disclosures, you may be subject to civil liability.

Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

If you are using the Arizona Association of REALTORS® ("AAR") Residential Resale Real Estate Purchase Contract, the seller is required to deliver "a completed AAR Residential SPDS form to the Buyer within three (3) days after Contract acceptance." If the Seller does not provide the SPDS as the Contract requires, the Seller is potentially in breach of the Contract, thereby enabling the Buyer to cancel the transaction and receive the earnest money deposit.

*By law, sellers are not obligated to disclose that the property is or has been: (1) a site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. However, the law does not protect a seller who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer "no" or "I don't know." Instead you should either answer truthfully or respond that you are not legally required to answer the question.





RESIDENTIAL SELLER'S PROPERTY DISCLOSURE STATEMENT (SPDS) (To be completed by Seller)

Document updated
October 2017



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



MESSAGE TO THE SELLER:

Sellers are obligated by law to disclose all known material (important) facts about the Property to the Buyer. The SPDS is designed to assist you in making these disclosures. If you know something important about the Property that is not addressed on the SPDS, add that information to the form. Prospective Buyers may rely on the information you provide.

INSTRUCTIONS: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the explanation lines to explain. By signing on page 7, you acknowledge that the failure to disclose known material information about the Property may result in liability.

MESSAGE TO THE BUYER:

Although Sellers are obligated to disclose all known material (important) facts about the Property, there are likely facts about the Property that the Sellers do not know. Therefore, it is important that you take an active role in obtaining information about the Property.

INSTRUCTIONS: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the SPDS. (5) Review all other applicable documents, such as CC&R's, association bylaws, surveys, rules, and the title report or commitment. (6) Obtain professional inspections of the Property. (7) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).

PROPERTY AND OWNERSHIP

1 As used herein, "Property" shall mean the real property and all fixtures and improvements thereon and appurtenances incidental thereto,
2 plus fixtures and personal property described in the Contract.

3 **PROPERTY ADDRESS:** _____
(STREET ADDRESS) (CITY) (STATE) (ZIP)

4 Does the property include any leased land? ☐ Yes ☐ No

5 Explain: _____

6 Is the Property located in an unincorporated area of the county? ☐ Yes ☐ No If yes, and five or fewer parcels of land other than subdivided land
7 are being transferred, the Seller must furnish the Buyer with a written Affidavit of Disclosure in the form required by law.

8 **LEGAL OWNER(S) OF PROPERTY:** _____ Date Purchased: _____

9 The Property is currently: ☐ Owner-occupied ☐ Leased ☐ Estate ☐ Foreclosure ☐ Vacant If vacant, how long? _____

10 If a rental property, how long? _____ Expiration date of current lease: _____ (Attach a copy of the lease if available.)

11 If any refundable deposits or prepaid rents are being held, by whom and how much? Explain: _____

12
13 Is the legal owner(s) of the Property a foreign person pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA)?

14 ☐ Yes ☐ No If yes, consult a tax advisor; mandatory withholding may apply.

15 Is the Property located in a community defined by the fair housing laws as housing for older persons? ☐ Yes ☐ No

16 Explain: _____

17 Approximate year built: ____ . If Property was built prior to 1978, Seller must furnish the Buyer with a lead-based paint disclosure form.

18 **NOTICE TO BUYER:** If the Property is in a subdivision, a subdivision public report, which contains a variety of
19 information about the subdivision at the time the subdivision was approved, may be available by contacting the Arizona
20 Department of Real Estate or the homebuilder. The public report information may be outdated. www.azre.gov.

Initials>

| | |
|-------|-------|
| | |
| BUYER | BUYER |



Residential Seller's Property Disclosure Statement (SPDS) >>

YES NO

- 21 ☐ ☐ Have you entered into any agreement to transfer your interest in the Property in any way, including rental renewals
22 or options to purchase? Explain: _____
- 23 ☐ ☐ Are you aware if there are any association(s) governing the Property?
24 If yes, provide contact(s) information: Name: _____ Phone #: _____
25 Name: _____ Phone #: _____
- 26 If yes, are there any fees? How much? \$ _____ How often? _____
27 How much? \$ _____ How often? _____
- 28 ☐ ☐ Are you aware of any association fees payable upon transfer of the Property? Explain: _____
- 29 ☐ ☐ Are you aware of any proposed or existing association assessment(s)? Explain: _____
- 30 ☐ ☐ Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?
31 Explain: _____
- 32 ☐ ☐ Are you aware of any of the following recorded against the Property? (Check all that apply):
33 ☐ Judgment liens ☐ Tax liens ☐ Other non-consensual liens
34 Explain: _____
- 35 ☐ ☐ Are you aware of any assessments affecting this Property? (Check all that apply):
36 ☐ Paving ☐ Sewer ☐ Water ☐ Electric ☐ Other
37 Explain: _____
- 38 ☐ ☐ Are you aware of any title issues affecting this Property? (Check all that apply):
39 ☐ Recorded easements ☐ Use restrictions ☐ Lot line disputes ☐ Encroachments
40 ☐ Unrecorded easements ☐ Use permits ☐ Other _____
41 Explain: _____
- 42 ☐ ☐ Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?
43 If yes, provide the name of the CFD: _____
- 44 ☐ ☐ Are you aware of any public or private use paths or roadways on or across this Property?
45 Explain: _____
- 46 ☐ ☐ Are you aware of any problems with legal or physical access to the Property? Explain: _____
47 The road/street access to the Property is maintained by the ☐ County ☐ City ☐ Homeowners' Association ☐ Privately
48 If privately maintained, is there a recorded road maintenance agreement? Explain: _____
- 49 ☐ ☐ Are you aware of any violation(s) of any of the following? (Check all that apply):
50 ☐ Zoning ☐ Building Codes ☐ Utility Service ☐ Sanitary health regulations
51 ☐ Covenants, Conditions, Restrictions (CC&R's) ☐ Other _____ (Attach a copy of notice(s) of violation if available.)
52 Explain: _____
- 53 ☐ ☐ Are you aware of any homeowner's insurance claims having been filed against the Property?
54 Explain: _____

NOTICE TO BUYER: Your claims history, your credit report, the Property's claims history and other factors may affect the insurability of the Property and at what cost. Under Arizona law, your insurance company may cancel your homeowner's insurance within 60 days after the effective date. Contact your insurance company.

BUILDING AND SAFETY INFORMATION

62 **YES NO ROOF / STRUCTURAL:**

63 **NOTICE TO BUYER:** Contact a professional to verify the condition of the roof.

- 64 ☐ ☐ Are you aware of any past or present roof leaks? Explain: _____
- 65 ☐ ☐ Are you aware of any other past or present roof problems? Explain: _____
- 66 _____
- 67 _____

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Residential Seller's Property Disclosure Statement (SPDS) >>

YES NO

68 ☐ ☐ Are you aware of any roof repairs? Explain: _____

69 _____

70 ☐ ☐ Is there a roof warranty? (Attach a copy of warranty if available)

71 ☐ ☐ If yes, is the roof warranty transferable? Cost to transfer _____

72 ☐ ☐ Are you aware of any interior wall/ceiling/door/window/floor problems? Explain: _____

73 _____

74 ☐ ☐ Are you aware of any cracks or settling involving the foundation, exterior walls or slab? Explain: _____

75 _____

76 ☐ ☐ Are you aware of any chimney or fireplace problems, if applicable? Explain: _____

77 _____

78 ☐ ☐ Are you aware of any damage to any structure on the Property by any of the following? (Check all that apply):

79 ☐ Flood ☐ Fire ☐ Wind ☐ Expansivesoil(s) ☐ Water ☐ Hail ☐ Other _____

80 Explain: _____

81 **WOOD INFESTATION:**

82 Are you aware of any of the following:

83 ☐ ☐ Past presence of termites or other wood destroying organisms on the Property?

84 ☐ ☐ Current presence of termites or other wood destroying organisms on the Property?

85 ☐ ☐ Past or present damage to the Property by termites or other wood destroying organisms?

86 Explain: _____

87 _____

88 ☐ ☐ Are you aware of past or present treatment(s) of the Property for termites or other wood destroying organisms?

89 If yes, date last treatment was performed: _____

90 Name of treatment provider(s) _____

91 ☐ ☐ Is there a treatment warranty? (Attach a copy of warranty if available.)

92 ☐ ☐ If yes, is the treatment warranty transferable?

93 _____

94 **NOTICE TO BUYER: Contact Office of Pest Management for past termite reports or treatment history. www.sb.state.az.us**

95 **HEATING & COOLING:**

96 Heating: Type(s) _____

97 Approximate Age(s) _____

98 Cooling: Type(s) _____

99 Approximate Age(s) _____

100 ☐ ☐ Are you aware of any past or present problems with the heating or cooling system(s)?

101 Explain: _____

102 **PLUMBING:**

103 ☐ ☐ Are you aware of the type of water pipes, such as galvanized, copper, PVC, CPVC or polybutylene?

104 If yes, identify: _____

105 ☐ ☐ Are you aware of any past or present plumbing problems? Explain: _____

106 _____

107 ☐ ☐ Are you aware of any water pressure problems? Explain: _____

108 Type of water heater(s): ☐ Gas ☐ Electric ☐ Solar Approx. age(s): _____

109 ☐ ☐ Are you aware of any past or present water heater problems? Explain: _____

110 _____

111 ☐ ☐ Is there a landscape watering system? If yes, type: ☐ automatic timer ☐ manual ☐ both

112 ☐ ☐ If yes, are you aware of any past or present problems with the landscape watering system?

113 Explain: _____

114 ☐ ☐ Are there any water treatment systems? (Check all that apply):

115 ☐ waterfiltration ☐ reverseosmosis ☐ watersoftener ☐ Other _____

116 Is water treatment system(s) ☐ owned ☐ leased (Attach a copy of lease if available.)

117 ☐ ☐ Are you aware of any past or present problems with the water treatment system(s)?

118 Explain: _____

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Residential Seller's Property Disclosure Statement (SPDS) >>

YES NO

SWIMMING POOL/SPA/HOT TUB/SAUNA/WATER FEATURE:

Does the Property contain any of the following? (Check all that apply):

☐ Swimming pool ☐ Spa ☐ Hot tub ☐ Sauna ☐ Water feature

If yes, are either of the following heated? ☐ Swimming pool ☐ Spa If yes, type of heat _____

Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?

Explain: _____

ELECTRICAL AND OTHER RELATED SYSTEMS:

Are you aware of any past or present problems with the electrical system? Explain: _____

Is there a security system? If yes, is it (Check all that apply):

☐ Leased (Attach copy of lease if available.) ☐ Owned ☐ Monitored ☐ Other _____

Are you aware of any past or present problems with the security system? Explain: _____

Does the Property contain any of the following systems or detectors?(Check all that apply):

☐ Smoke/fire detection ☐ Fire suppression (sprinklers) ☐ Carbon monoxide detector

If yes, are you aware of any past or present problems with the above systems? Explain: _____

MISCELLANEOUS:

Are you aware of any animals/pets that have resided in the Property? If yes, what kind: _____

Are you aware of or have you observed any of the following on the Property? (Check all that apply):

☐ Scorpions ☐ Rabid animals ☐ Bee swarms ☐ Rodents ☐ Reptiles ☐ Bed Bugs ☐ Other: _____

Explain: _____

Has the Property been serviced or treated for pests, reptiles, insects, birds or animals? If yes, how often _____

Name of service provider(s): _____ Date of last service: _____

Are you aware of any work done on the Property, such as building, plumbing, electrical or other improvements or alterations or room conversions? (If no, skip to line 156.)

Explain: _____

Were permits for the work required? Explain: _____

If yes, were permits for the work obtained? Explain: _____

Was the work performed by a person licensed to perform the work? Explain: _____

Was approval for the work required by any association governing the property? Explain: _____

If yes, was approval granted by the association? Explain: _____

Was the work completed? Explain: _____

Are there any security bars or other obstructions to door or window openings? Explain: _____

Are you aware of any past or present problems with any built-in appliances? Explain: _____

Are there any leased propane tanks, equipment or other systems on the Property? (Attach a copy of lease if available.)

Explain: _____

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Residential Seller's Property Disclosure Statement (SPDS) >>

UTILITIES

162 **DOES THE PROPERTY CURRENTLY RECEIVE THE FOLLOWING SERVICES?**
 163 **YES NO**

PROVIDER

163 ☐ ☐ Electricity: _____
 164 ☐ ☐ Fuel: ☐ Natural gas ☐ Propane ☐ Oil _____
 165 ☐ ☐ Cable / Satellite: _____
 166 ☐ ☐ Internet: _____
 167 ☐ ☐ Telephone: _____
 168 ☐ ☐ Garbage Collection: _____
 169 ☐ ☐ Fire: _____
 170 ☐ ☐ Irrigation: _____
 171 ☐ ☐ Water Source: _____
 172 ☐ ☐ ☐ Public ☐ Private water co. ☐ Hauled water _____
 173 ☐ ☐ ☐ Private well ☐ Shared well If water source is a private or shared well, complete and attach
 174 Domestic Water Well/Water Use Addendum.

NOTICE TO BUYER: If the Property is served by a well, private water company or a municipal water provider, the Arizona Department of Water Resources may not have made a water supply determination. For more information about water supply, or any of the above services, contact the provider.

178 ☐ ☐ Are you aware of any past or present drinking water problems? Explain: _____
 179 ☐ ☐ U.S. Postal Service delivery is available at: ☐ Property ☐ Cluster Mailbox ☐ Post Office ☐ Other _____
 180 ☐ ☐ Are there any alternate power systems serving the Property? (If no, skip to line 190.)
 181 If yes, indicate type (Check all that apply):
 182 ☐ Solar ☐ Wind ☐ Generator ☐ Other _____
 183 Are you aware of any past or present problems with the alternate power system(s)? Explain: _____
 184 ☐ ☐ Are any alternate power systems serving the Property leased? Explain: _____
 185 If yes, provide name and phone number of the leasing company (Attach copy of lease if available): _____
 186 ☐ ☐

NOTICE TO BUYER: If the Property is served by a solar system, Buyer is advised to read all pertinent documents and review the cost, insurability, operation, and value of the system, among other items.

ENVIRONMENTAL INFORMATION

YES NO

192 ☐ ☐ Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):
 193 ☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Dampness/moisture ☐ Other
 194 Explain: _____
 195 ☐ ☐ Are you aware of any past or present issues or problems in close proximity to the Property related to any of
 196 the following? (Check all that apply):
 197 ☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other _____
 198 Explain: _____

NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member of the public in printed or electronic format upon request and on its website at www.azre.gov.

201 ☐ ☐ Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):
 202 ☐ Airport noise ☐ Traffic noise ☐ Rail line noise ☐ Neighborhood noise ☐ Landfill ☐ Toxic waste disposal
 203 ☐ Odors ☐ Nuisances ☐ Sand/gravel operations ☐ Other _____
 204 Explain: _____
 205 ☐ ☐ Are you aware if any portion of the Property has ever been used as a "Clandestine drug laboratory" (manufacture of,
 206 or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy or LSD)?

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Residential Seller's Property Disclosure Statement (SPDS) >>

YES NO

207 ☐ ☐ Are you aware if the Property is located in the vicinity of a public or private airport?
208 Explain: _____

NOTICE TO SELLER AND BUYER: Pursuant to Arizona law a Seller shall provide a written disclosure to the Buyer if the Property is located in territory in the vicinity of a military airport or ancillary military facility as delineated on a map prepared by the State Land Department. The Department of Real Estate also is obligated to record a document at the County Recorder's Office disclosing if the Property is under restricted air space and to maintain the State Land Department Military Airport Map on its website at www.azre.gov.

214 ☐ ☐ Is the Property located in the vicinity of a military airport or ancillary military facility?
215 Explain: _____
216 ☐ ☐ Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):
217 ☐ Asbestos ☐ Radon gas ☐ Lead-based paint ☐ Pesticides ☐ Underground storage tanks ☐ Fuel/chemical storage
218 Explain: _____
219 ☐ ☐ Are you aware if the Property is located within or subject to any of the following ordinances? (Check all that apply):
220 ☐ Superfund / WQARF / CERCLA ☐ Wetlands area ☐ Natural Area Open Spaces
221 ☐ ☐ Are you aware of any open mine shafts/tunnels or abandoned wells on the Property?
222 If yes, describe location: _____
223 ☐ ☐ Are you aware if any portion of the Property is in a flood plain/way? Explain: _____
224 _____

NOTICE TO BUYER: Your mortgage lender [may] [will] require you to purchase flood insurance in connection with your purchase of this property. The National Flood Insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Recent changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser of the property, and other matters related to the purchase of flood insurance for the property. You may also wish to contact the Federal Emergency Management Agency (FEMA) for more information about flood insurance as it relates to this property.

239 ☐ ☐ Are you aware of any portion of the Property ever having been flooded? Explain: _____
240 _____
241 ☐ ☐ Are you aware of any water damage or water leaks of any kind on the Property? Explain: _____
242 _____
243 ☐ ☐ Are you aware of any past or present mold growth on the Property? If yes, explain: _____
244 _____

SEWER/WASTEWATER TREATMENT

YES NO

245 ☐ ☐ Is the entire Property connected to a sewer?
246 ☐ ☐ If no, is a portion of the Property connected to a sewer? Explain: _____
247 _____
248 ☐ ☐ If the entire Property or a portion of the Property is connected to a sewer, has a professional verified the sewer connection?
249 If yes, how and when: _____

NOTICE TO BUYER: Contact a professional to conduct a sewer verification test.

Type of sewer: ☐ Public ☐ Private ☐ Planned and approved sewer system, but not connected
Name of Provider: _____

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Residential Seller's Property Disclosure Statement (SPDS) >>

YES NO

- 253 ☐ ☐ Are you aware of any past or present problems with the sewer? Explain: _____
- 254 ☐ ☐ Is the Property served by an On-Site Wastewater Treatment Facility? (If no, skip to line 267.)
- 255 ☐ ☐ If yes, the Facility is: ☐ Conventional septic system ☐ Alternative system; type: _____
- 256 ☐ ☐ If the Facility is an alternative system, is it currently being serviced under a maintenance contract?
- 257 ☐ ☐ If yes, name of contractor: _____ Phone #: _____
- 258 ☐ ☐ Approximate year Facility installed: _____ (Attach copy of permit if available.)
- 259 ☐ ☐ Are you aware of any repairs or alterations made to this Facility since original installation?
- 260 ☐ ☐ Explain: _____
- 261 _____
- 262 ☐ ☐ Approximate date of last Facility inspection and/or pumping of septic tank: _____
- 263 ☐ ☐ Are you aware of any past or present problems with the Facility? Explain: _____
- 264 ☐ ☐ _____

NOTICE TO SELLER AND BUYER: The Arizona Department of Environmental Quality requires a Pre-Transfer Inspection of On-Site Wastewater Treatment Facilities on re-sale properties.

OTHER CONDITIONS AND FACTORS

- 267 What other material (important) information are you aware of concerning the Property that might affect the buyer's decision-making
- 268 process, the value of the Property, or its use? Explain: _____
- 269 _____

ADDITIONAL EXPLANATIONS

- 270 _____
- 271 _____
- 272 _____
- 273 _____
- 274 _____
- 275 _____
- 276 _____
- 277 _____
- 278 _____
- 279 _____

- 280 **SELLER CERTIFICATION:** Seller certifies that the information contained herein is true and complete to the best of Seller's
- 281 knowledge as of the date signed. Seller agrees that any changes in the information contained herein will be disclosed in writing by Seller
- 282 to Buyer prior to Close of Escrow, including any information that may be revealed by subsequent inspections. Seller acknowledges
- 283 receipt of Residential Seller Disclosure Advisory titled *When in Doubt - Disclose*.

284 _____
^SELLER'S SIGNATURE MO/DA/YR ^SELLER'S SIGNATURE MO/DA/YR

285 **Reviewed and updated: Initials:** _____ / _____
SELLER SELLER MO/DA/YR

- 286 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that the information contained herein is based only on the Seller's actual
- 287 knowledge and is not a warranty of any kind. Buyer acknowledges Buyer's obligation to investigate any material (important) facts in
- 288 regard to the Property. Buyer is encouraged to obtain Property inspections by professional independent third parties and to
- 289 consider obtaining a home warranty protection plan.

- 290 **NOTICE:** Buyer acknowledges that by law, Sellers, Lessors and Brokers are not obligated to disclose that the Property is or has been: (1) the site
- 291 of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, diagnosed as
- 292 having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender.

- 293 **By signing below, Buyer acknowledges receipt only of this SPDS. If Buyer disapproves of any items provided herein, Buyer**
- 294 **shall deliver to Seller written notice of the items disapproved as provided in the Contract.**

295 _____
^BUYER'S SIGNATURE MO/DA/YR ^BUYER'S SIGNATURE MO/DA/YR

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| BUYER | BUYER |



**LEASE AGREEMENT
BETWEEN
THE TOWN OF DUNCAN
AND**

1. **PARTIES.** This Lease, dated, for reference purposes only, _____ 2021, is made by and between the Town of Duncan, Arizona, a municipal corporation and political subdivision of the State of Arizona (the "Landlord"), and _____, an Arizona *[profit/nonprofit]* corporation (the "Tenant").

2. **PUBLIC PURPOSE.** The Town Council of the Town of Duncan ("Town Council") finds and determines that this Lease is for a public purpose. Tenant is an Arizona *[profit/nonprofit]* corporation who performs activities to support the Duncan community. Tenant has demonstrated a commitment to Duncan's economic growth and has been leasing property from Landlord for _____ purposes to assist it in providing _____ services for Town. The Town of Duncan has determined that the lease of real property to Tenant should continue upon the terms and conditions of this Lease to further the Town's economic development activities.

Commented [CW1]: I will need to tailor this to the specific business to meet the public purpose requirement of the gift clause.

3. **PREMISES.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the real property located at _____, *[add unit or suite numbers if applicable]*, Duncan, Arizona, _____, (the "Premises"), as more particularly described and depicted in the attached Exhibit A, subject to all the terms and conditions contained in this Lease.

4. **TERM.**

4.1 The term of this Lease shall be for _____ years, commencing on the ____ day of _____, 2021, and ending on the _____ day of _____, 20____ unless sooner terminated as provided in this Lease (the "Initial Term").

4.2 Landlord may extend this Lease, at its option, for two additional one-year terms (each, a "Renewal Term") pursuant to the terms and conditions of this Lease at a rental amount determined by the Council of the Town of Duncan ("Town Council") prior to expiration of the Initial Term. To exercise its first option, Landlord shall provide Tenant notice of the right to renew at the approved rental rate. Tenant shall have fifteen (15) days from Landlord's notice to determine whether to renew at the rental rate offered. If Tenant agrees to the rental rate for the first Renewal Term, the rate shall be binding for the first Renewal Term and automatically increased pursuant to Section 5.4 for the second, and final Renewal Term, as may be offered by Landlord in its discretion. Landlord expressly agrees that Landlord shall provide Tenant with the first right of refusal to renew the Lease prior to leasing the Property to another entity, for the two optional Renewal Terms provided herein.

5. CONSIDERATION; RENT.

Commented [CW2]: This needs to be a fair market value, bargained for exchange between the Town and the private party to meet the second requirement of the gift clause.

- 5.1 The Parties have considered and examined the fair market value of the office space provided and hereby determine that a lease amount of \$_____ per square foot per month is a reasonable and appropriate amount for such rental. The Premises are estimated by the Town to be approximately _____ square feet for an estimated yearly rental amount of \$_____. Rent includes a nonexclusive right to use the _____ parking spots.
- 5.2 The rental amount provided in Section 5.1 above is an estimate only and the Parties hereby agree to examine the Premises and document, in writing, the final square footage of the Premises and rent amount pursuant to this Section before commencement of this Lease. If the Parties cannot agree on the size of the Premises for purposes of final rental calculation pursuant to this Section, this Lease shall automatically terminate without further action of the Parties.
- 5.3 All rental payments shall be paid monthly by Tenant (estimated at \$_____ per month) without prior notice or demand, payment will be invoiced with Tenant's monthly utility statement for which the rent is being paid. If payment is not made in compliance with invoice due date, Tenant shall pay 5% late fee per month.
- 5.4 The rent paid by Tenant shall be increased, but never decreased, each year on July 1st by the percentage equal to the greater of three percent (3.0%) or the percentage of the Consumer Price Index (CPI) (as defined below) increased during the immediately preceding twelve (12) month period ending ninety (90) days prior to the adjustment period; except, however, that in no case shall any single, 12-month rate of increase exceed five percent (5.0%). For purposes of this Lease, CPI means the United States Department of Labor, Bureau of Statistics Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average (1982-1984=100). If at any time CPI ceases to exist, Landlord may substitute any official index published by the Bureau of Labor Statistics or by a successor or similar government agency as may then exist and which in Landlord's reasonable business judgment shall be most nearly equivalent to the CPI.

6. **POSSESSION.** Tenant is already in possession of the Premises and shall be allowed to continue such possession pursuant to the terms of this Lease.

7. IMPROVEMENTS AND ALTERATIONS.

- 7.1 Tenant may install improvements and alterations to the Premises at Tenant's expense, only with Landlord's prior written approval. Approval will be handled by Town staff through a formal building permit with Town Manager authorization. All improvements and alterations installed or made by Tenant shall be maintained at Tenant's expense. Further, Tenant shall deliver to Landlord the plans, specifications, names and addresses of contractors, copies of proposed contracts and the necessary permits, all in a form and substance satisfactory to Landlord and furnishing indemnification Town against liens, costs, and damages as may be reasonably required by Landlord.

7.2 Prior to the expiration of this Lease, Tenant shall, at its expense, remove from the Premises all equipment and materials placed on the Premises by Tenant. Tenant shall not be permitted to leave behind or abandon any equipment or materials without the prior written consent of Landlord. Any permanent structures constructed on the Premises shall become the property of Landlord upon the expiration of this Lease. Tenant shall thereafter supply Landlord with copies of any environmental tests or reports generated in connection with such removal together with the certification from a licensed engineer demonstrating that the Premises are free of contamination from any and all hazardous materials on the property or which may have escaped from equipment on the property.

7.3 Tenant agrees, at its expense, to return the Premises at the conclusion of this Lease term to Landlord in a condition that is equal to or better than the condition at the inception of this Lease and free from the presence of pollutants, contaminants and Regulated Substances which result from Tenant's use or occupancy of the Premises.

8. USE.

8.1 Tenant shall use the Premises for _____ purposes and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

8.2 *[If there is equipment use associated with the Premises, a provision must be added to the Lease about use of the equipment].*

9. COMPLIANCE WITH LAWS.

9.1 Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant further recognizes that assuring protection of public health, welfare, and the environment from activities upon the Premises during the Lease Term is an important consideration for Landlord and during the Lease Term the federal, state and local laws, rules, regulations and ordinances relating to pollution, protection of the environment, public health, safety or industrial hygiene ("Environmental Laws") may change. Tenant warrants that throughout the Lease Term Tenant will maintain compliance with all Environmental Laws.

9.2 Tenant shall not release, discharge, leak or emit, or permit to be released, discharged, leaked or emitted into the atmosphere, ground, soil, sewer system, surface water or groundwater any substance if such substance (as reasonably determined by Landlord, or any governmental authority) does or may pollute or contaminate the same, or may adversely effect (a) the environment, (b) the health, welfare or safety of persons whether located on the Premises or elsewhere, or (c) the condition, value, use or enjoyment of the Premises.

- 9.3 Tenant shall immediately notify Landlord, orally and in writing, of any allegations by any governmental authority or other person or entity of any event of non-compliance with this section or any allegations by any governmental authority or other person or entity, of any events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent continued compliance with this section.
- 9.4 Any instance of non-compliance with this section shall be grounds for immediate termination of this Lease by Landlord.
- 9.5 To the fullest extent permitted by law, Tenant agrees to indemnify, defend and hold Landlord harmless for any and all costs of legally required remediation of environmental contamination and from any and all claims, demands, actions, suits, proceedings, hearings, investigations, responsibility, liability, orders, injunctions, judgments, fines, damages and losses of any nature whatsoever, arising out of or relating in any way to Tenant's present or future use of, or activities or operations on or at, the Premises, or arising from or relating to any breach of the provisions of this Section. Tenant also agrees to indemnify and hold Landlord harmless for any and all costs and expenses incurred in connection therewith, including attorneys' and expert witness fees, investigation, clean up, removal, disposal, remedial, corrective, or mitigating action costs, fines and penalties related in any way to Tenant's use of the Premises. These indemnities shall survive the termination of this Lease.

10. ALTERATIONS AND ADDITIONS.

- 10.1 Tenant shall not make any structural or exterior alterations to the Premises without landlord's consent. Tenant at its cost shall have the right to make, without Landlord's consent, non-structural alterations to the interior of the Premises that Tenant requires in order to conduct its business on the Premises. In making any alterations that Tenant has a right to make, Tenant shall comply with the following:
- 10.1.1 Tenant shall submit reasonably detailed plans and specifications and working drawings of the proposed alterations and the name of its contractor at least thirty (30) days before the date it intends to commence the alterations.
- 10.1.2 The alterations shall not be commenced until two days after Landlord has received notice from Tenant stating the date of the installation of the alterations is to commence so that Landlord can post and record an appropriate notice of non-responsibility.
- 10.1.3 The alterations shall be approved by appropriate government agencies and applicable permits and authorizations shall be obtained before commencement of work.
- 10.1.4 All alterations shall be completed with due diligence in compliance with the plans and specifications and working drawings and all applicable laws.

10.1.5 If the estimated cost of the alterations exceeds Five Thousand Dollars (\$5,000.00) before the commencement of the alterations, Tenant at its cost shall furnish to Landlord a performance and completion bond issued by an insurance company qualified to do business in Arizona in a sum equal to the cost of the alterations (as determined by the construction contract between Tenant and its contractor) guaranteeing the completion of the alterations free and clear of all liens and other charges, and in accordance with the plans and specifications.

10.1.6 Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the Lease, except that Landlord can elect within thirty (30) days before the expiration of the Lease, or within five (5) days after termination of the Lease, to require Tenant to remove any alterations that Tenant has made to the Premises. If Landlord so elects, Tenant at its cost shall restore the Premises to the condition designated by Landlord in its election, before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later.

10.1.7 If Tenant is not then in default of any provisions of this Lease, Tenant shall have the right to remove from the Premises immediately before the expiration of the term, nor within thirty (30) days after termination of the term, any alterations Tenant has made to the premises, as long as the removal will not cause any structural damage to the Premises, and Tenant at its cost promptly restores any damage caused by the removal.

11. REPAIRS & MAINTENANCE.

11.1 By continuing possession of the Premises, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition, and repair.

11.2 Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair, damage thereto from causes beyond the reasonable control of Tenant and ordinary wear and tear excepted.

11.3 Tenant is responsible for all repairs, maintenance, and janitorial services for the Premises. Notwithstanding Tenant's general responsibility to maintain the Premises in accordance with this section, Landlord agrees to maintain the landscaping and public rights-of-way surrounding and adjacent to the Premises.

Commented [CW3]: If applicable – landscaping may vary based on premises.

11.4 Tenant shall upon the expiration or termination of this Lease surrender the Premises to Landlord in good condition, ordinary wear and tear and damages from causes beyond the reasonable control of Tenant excepted.

11.5 Except as specifically provided in an addendum, if any, to this Lease, Landlord shall have no obligation whatsoever to alter, remodel, improve, repair, redecorate or paint the Premises and the Parties affirm that Landlord has made no representations to Tenant respecting the condition of the Premises except as provided in this Lease.

12. **LIENS.** Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1 1/2) times any and all estimated cost of any improvements, additions, or alterations in the Premises, to insure Landlord against any liability for mechanics' and materialman's liens and to insure completion of the work.
13. **ASSIGNMENT AND SUBLETTING.** Tenant shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet Premises. Any such assignment or subletting shall be void, and shall, at the option of Landlord, constitute a default of this Lease.
14. **INSURANCE.** Throughout the Lease Term, Landlord will maintain fire and extended coverage insurance ("all risk") on the Landlord's property (excluding the Tenant's trade fixtures, equipment and personal property). Tenant shall keep in full force and effect a policy of public liability and property damage insurance with respect to the premises and the businesses conducted by Tenant, in which the limits of public liability shall not be less than two million (\$2,000,000) dollars per occurrence, one million (\$1,000,000) dollars per occurrence for Bodily Injury and one hundred thousand (\$100,000) dollars per occurrence for property damage. Tenant shall provide Landlord a certificate naming Landlord as additional insured. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days prior written notice to Landlord. Tenant shall be responsible for, and pay at its own expense, all other insurance coverage including personal property and renter's insurance to cover the property belonging to Tenant. Tenant shall also be responsible for all Worker's Compensation insurance in accordance with state statutes.
15. **HOLD HARMLESS.** Tenant shall defend, save and hold harmless Landlord, or any of its agents, officers, councilmembers, or employees, from all cost, damage, or liability incurred by any condition or event arising out of the performance or non-performance of any of the provisions of this Lease.
16. **SERVICES AND UTILITIES.** Tenant shall pay all water and sewer, gas, electricity, telephone, materials and services which may be furnished to or used in or about the Premises during the term of this Lease for the Premises. Landlord shall not be liable for, and Tenant shall not be entitled to, any reduction of rental by reason of Landlord's failure to furnish any utility services when such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character, or by any other cause, similar or dissimilar called beyond the reasonable control of Landlord. Landlord shall not be liable under any circumstances for a loss of or injury to property, however occurring, through or in connection with or incidental to failure to furnish any of the utility services.
17. **HOLDING OVER.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term, with the written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of the last monthly rental, plus all other charges payable, and upon all the terms applicable to a month-to-month tenancy.

Commented [CW4]: Can you confirm the Town provides insurance for these purposes?

18. **ENTRY BY LANDLORD.** Landlord reserves and shall at any reasonable time have the right to enter the Premises, inspect the same, supply service to be provided by Landlord, to submit said Premises to prospective purchasers or tenants and to post notices of non-responsibility. Tenant hereby waives any claim for damages or for any injury or inconvenience to quiet enjoyment of the Premises, and any other loss occasioned thereby.
19. **DEFAULT.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.

- 19.1 The vacating or abandonment of the Premises by Tenant.
- 19.2 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 three (3) days after written notice thereof by Landlord to Tenant.
- 19.3 The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- 19.4 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 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 Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days.

20. **LANDLORD'S REMEDIES IN DEFAULT.**

- 20.1 In the event of any such material default or breach by Tenant, Landlord shall give Tenant notice of intention to cancel this Lease at the expiration of five (5) days from the date of service of said notice. At the expiration of said five 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:
- 20.1.1 Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate, and Tenant shall immediately surrender possession of the 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 Premises; expenses of re-letting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; that portion of the leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of ten percent (10%) per annum. In the event Tenant shall have abandoned the Premises, Landlord shall have the option of taking possession of the Premises and recovering from Tenant the amount specified in this Paragraph or maintaining Tenant's right to possession as provided below.

20.1.2 Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the 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.

20.1.3 Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decision of the state in which the Premises are located.

21. TENANT'S REMEDIES AND DEFAULT.

21.1 Landlord shall be in default of this Lease if it fails or refuses to perform any provision of this Lease that it is obligated to perform if the default cannot reasonably be cured within thirty (30) days after notice of the default has been given by Tenant to Landlord. If the default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default of this Lease if Landlord commences to carry out the default within the 30-day period and diligently and in good faith commences to cure the default.

21.2 Tenant, at any time after Landlord defaults, can cure the default at Landlord's cost. If Tenant at any time, by reason of Landlord's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Tenant shall be due within 10 business days from Landlord to Tenant at the time the sum is paid, and if paid at a later date, shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by Tenant until Tenant is reimbursed by Landlord. If Landlord fails to reimburse Tenant as required by this Paragraph, Tenant shall have the right to withhold from future rent due the sum Tenant has paid until Tenant is reimbursed in full for the sum and interest on it.

22. OFFSET STATEMENT. Upon written notice Tenant shall at any time upon not less than ten (10) days prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing, (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that

this Lease as so modified, is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any prospective purchaser may rely upon any such statement.

23. GENERAL PROVISIONS.

23.1 Plats and Riders. Clauses, plats and riders, if any, signed by Landlord and Tenant and endorsed on or affixed to this Lease are a part hereof.

23.2 Waiver. The waiver by Landlord of any term, covenant or condition in this Lease shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of the acceptance of such rent.

23.3 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Landlord: Town of Duncan
506 SE Old West Highway
Duncan, Arizona 85534
Attn: Town Manager

With copy to: Pierce Coleman, PLLC
7730 E. Greenway, Suite 105
Scottsdale, Arizona 85260
Attn: Duncan Town Attorney

If to the Tenant: _____

Attn: _____ *[add name/title]*

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or

other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

- 23.4 Time.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.
- 23.5 Recordation.** Neither Landlord nor Tenant shall record this Lease or a short form memorandum hereof without the prior written consent of the other party.
- 23.6 Prior Agreements.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.
- 23.7 Inability to Perform.** This Lease and the obligations of Tenant shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God or any other cause beyond the reasonable control of Landlord.
- 23.8 Attorneys' Fees.** In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses including the fees of its attorneys in such action or proceeding in such amount as the court may adjudge reasonable as attorneys' fees.
- 23.9 Taxes.** In the event any governmental authority shall impose a tax or imposition based upon any Lease payments or any other sums paid or owing hereunder or the receipt of such payments by Landlord, then Tenant shall pay such amounts to Landlord at the same time and in addition to payments hereunder, which amounts may include, but are not limited to, any or all rental, transaction privilege, sales, excise or other similar tax except income taxes. Tenant's obligation to pay such amounts together with any interest thereon and/or penalties therefor, shall survive the termination of this Lease.
- 23.10 Sale of Premises by Landlord.** In the event of any sale of the Premises, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.

23.11 Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

23.12 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

23.13 Choice of Law. The laws of the State of Arizona shall govern this Lease.

The parties hereto have executed this Lease at the place and on the dates specified immediately adjacent to their respective signatures.

Landlord:
TOWN OF DUNCAN, ARIZONA,
a municipal corporation

Tenant:

_____, an Arizona
[profit/nonprofit] corporation

By _____
Anne Thurman, Mayor

By _____

Duncan Town Hall
506 SE Old West Highway
Duncan, Arizona 85534

ATTEST

Philip Cushman, Interim Town Manager/Clerk

APPROVED AS TO FORM:

Christina Estes-Werther, Town Attorney
Pierce Coleman PLLC

EXHIBIT A
DESCRIPTION AND DEPICTION OF THE PREMISES

Discussion On The Private Use Of Municipal-Owned Real Estate,
Buildings, and Property

Memorandum

To: Town of Duncan Town Council

From: Leah Schrom, Inventory Clerk

CC: Philip Cushman, Interim Town Manager

Date: November 3, 2021

Re: Recommended Real Estate Parcels To Combine

1. Parcels 50015011, 50015014, 50024003, 50026003
Issue – Sewer Ponds
Recommendations – combine parcels
2. Parcels 50028105, 5003009, 50030010, 50030011, 50030018, 50031053, 50031054, 50031055, 50033010, 50033011
Hwy 70 & Hwy 75 at RR tracks
Issue – multiple parcels
Recommendations – combine parcels
3. Parcels 50028158 (Parking Lot), 5003003, 5003026, 5003027, 50028159
Centennial Park, Old West Hwy
Issue – Multiple Parcels
Recommendations – Combine parcels
4. Parcel 50029060
Issue - 9.57 Acres of mainly hillside between Skyline Dr and Parks Canyon
Recommendations – Divest Property
5. Parcels 500545005, 5006001
Airport RD/Skyline Dr
Issue – Multiple Parcels not adjoining airport
Recommendations – Combine parcels, possibly divest

6. Parcel 50057003
Duncan Valley Cemetery
Issues – Zoned wrong, should be zoned as cemetery, not as vacant municipal land
Cemetery does not fit into parcel boundaries
Recommendations – rezone, possibly combine with Parcels 5006003 and 5006007 as physical cemetery is not within parcel boundaries
7. Parcels 50059023 and 50059024B
506 SE Old W Hwy
Issue – Town Hall and parking lot are two separate parcels
Recommendations – combine parcels
8. Parcel 5006003, 5006007
Parcels surrounding Duncan Valley Cemetery
Issue – Multiple parcels
Recommendations – Combine parcels
9. Parcels 40019003, 40019004B, 40019004C
Duncan Valley Airport
Issues – Multiple parcels
Recommendations – Combine parcels







10/19/2013



50028186A



50054005 and 50056001



500C7003

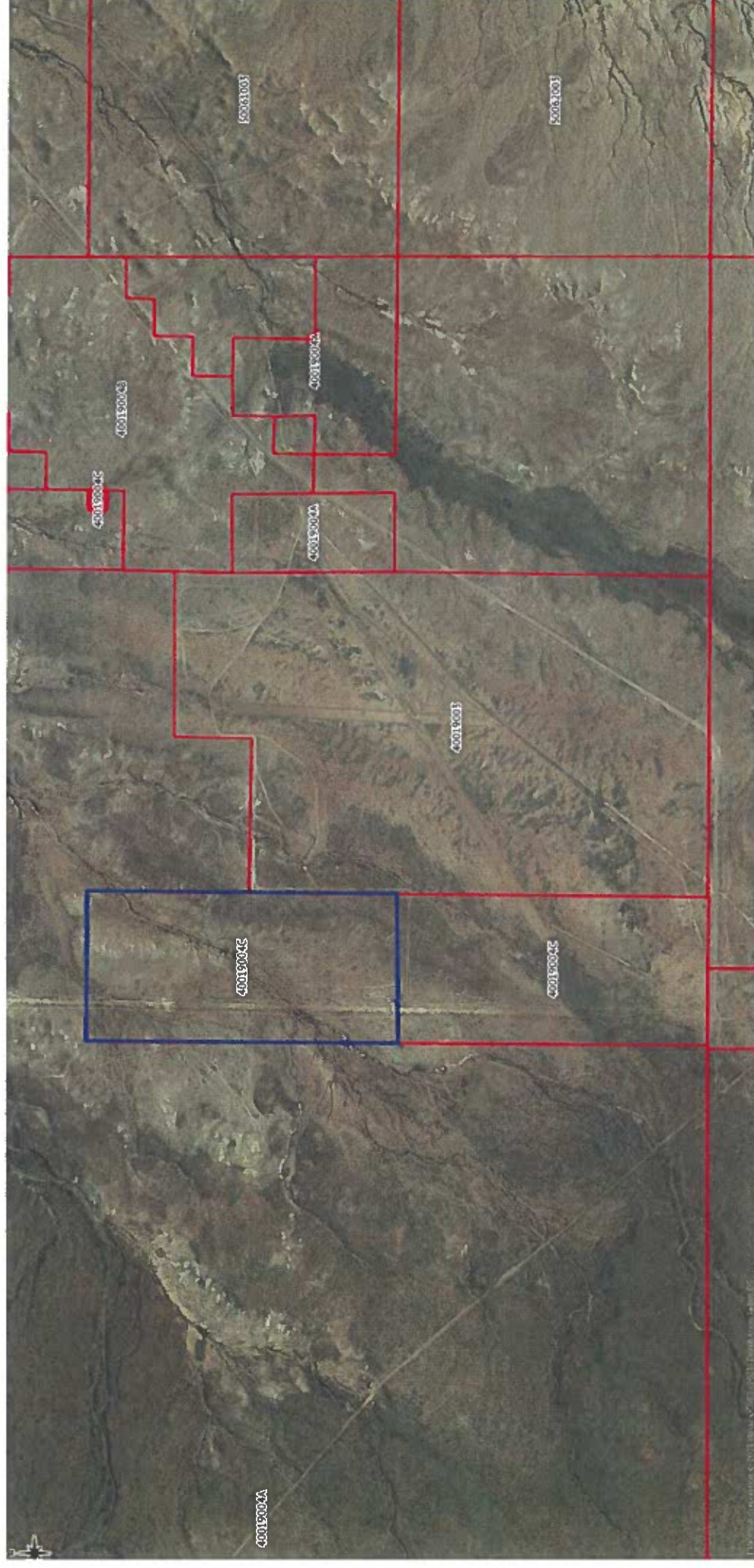


50059023 and 50059024B



An aerial photograph of a land area, likely a river valley, with several parcels outlined in red and one large parcel outlined in blue. The parcels are labeled with numbers: 20041001, 20041003, 20041004, 20041005, 20041006, 20041007, 20041008, 20041009, 20041010, 20041011, 20041012, 20041013, 20041014, 20041015, 20041016, 20041017, 20041018, 20041019, 20041020, 20041021, 20041022, 20041023, 20041024, 20041025, 20041026, 20041027, 20041028, 20041029, 20041030, 20041031, 20041032, 20041033, 20041034, 20041035, 20041036, 20041037, 20041038, 20041039, 20041040, 20041041, 20041042, 20041043, 20041044, 20041045, 20041046, 20041047, 20041048, 20041049, 20041050, 20041051, 20041052, 20041053, 20041054, 20041055, 20041056, 20041057, 20041058, 20041059, 20041060, 20041061, 20041062, 20041063, 20041064, 20041065, 20041066, 20041067, 20041068, 20041069, 20041070, 20041071, 20041072, 20041073, 20041074, 20041075, 20041076, 20041077, 20041078, 20041079, 20041080, 20041081, 20041082, 20041083, 20041084, 20041085, 20041086, 20041087, 20041088, 20041089, 20041090, 20041091, 20041092, 20041093, 20041094, 20041095, 20041096, 20041097, 20041098, 20041099, 20041100. The blue-outlined parcel is labeled 20041001. The red-outlined parcels are labeled 20041002 through 20041100. The map is oriented with North at the top. A scale bar is located in the bottom left corner, showing distances in feet (0, 100, 200, 300, 400, 500, 600, 700, 800, 900, 1000). A north arrow is located in the bottom right corner. The text "Aerial Imagery © 2011" is visible in the bottom right corner.

An aerial photograph of a rugged, mountainous landscape. The land is divided into numerous parcels by red boundary lines. Several parcels are labeled with numbers, including 2001001, 2001002, 2001003, 2001004, 2001005, 2001006, 2001007, 2001008, 2001009, 2001010, 2001011, 2001012, 2001013, 2001014, 2001015, 2001016, 2001017, 2001018, 2001019, 2001020, 2001021, 2001022, 2001023, 2001024, 2001025, 2001026, 2001027, 2001028, 2001029, 2001030, 2001031, 2001032, 2001033, 2001034, 2001035, 2001036, 2001037, 2001038, 2001039, 2001040, 2001041, 2001042, 2001043, 2001044, 2001045, 2001046, 2001047, 2001048, 2001049, 2001050, 2001051, 2001052, 2001053, 2001054, 2001055, 2001056, 2001057, 2001058, 2001059, 2001060, 2001061, 2001062, 2001063, 2001064, 2001065, 2001066, 2001067, 2001068, 2001069, 2001070, 2001071, 2001072, 2001073, 2001074, 2001075, 2001076, 2001077, 2001078, 2001079, 2001080, 2001081, 2001082, 2001083, 2001084, 2001085, 2001086, 2001087, 2001088, 2001089, 2001090, 2001091, 2001092, 2001093, 2001094, 2001095, 2001096, 2001097, 2001098, 2001099, 2001100. A specific area in the center-right is outlined in blue, containing parcels 2001001, 2001002, 2001003, 2001004, 2001005, 2001006, 2001007, 2001008, 2001009, 2001010, 2001011, 2001012, 2001013, 2001014, 2001015, 2001016, 2001017, 2001018, 2001019, 2001020, 2001021, 2001022, 2001023, 2001024, 2001025, 2001026, 2001027, 2001028, 2001029, 2001030, 2001031, 2001032, 2001033, 2001034, 2001035, 2001036, 2001037, 2001038, 2001039, 2001040, 2001041, 2001042, 2001043, 2001044, 2001045, 2001046, 2001047, 2001048, 2001049, 2001050, 2001051, 2001052, 2001053, 2001054, 2001055, 2001056, 2001057, 2001058, 2001059, 2001060, 2001061, 2001062, 2001063, 2001064, 2001065, 2001066, 2001067, 2001068, 2001069, 2001070, 2001071, 2001072, 2001073, 2001074, 2001075, 2001076, 2001077, 2001078, 2001079, 2001080, 2001081, 2001082, 2001083, 2001084, 2001085, 2001086, 2001087, 2001088, 2001089, 2001090, 2001091, 2001092, 2001093, 2001094, 2001095, 2001096, 2001097, 2001098, 2001099, 2001100. A small red rectangle is located within the blue-outlined area, near parcel 2001001. A north arrow is visible in the bottom-left corner of the map.



Memorandum

To: Town of Duncan Town Council

From: Leah Schrom, Inventory Clerk

CC: Philip Cushman, Interim Town Manager, Town Council

Date: November 3, 2021

Re: Recommended Real Estate Divestment List for the Town of Duncan

1. Parcel 50020016 – 102 Wilson – Acreage not Listed
Issue-State of Arizona owns Parcels 50020017 and 50020015 on either side.
Recommendations – establish park, acquire Parcels 50020015 and 50020017 from State of Arizona, or divest
2. Parcel 50014008
Vacant Land across from County Fair Grounds
13.49 Acres
Issues – Vacant Land
Recommendations - Unknown
3. Parcel 50025049B
0.17 Acres
Philpott Drive between 211 and 303
Issue – vacant parcel in Heads Addition
Recommendations – divest property
4. Parcel 50028008
0.05 Acres
115 Madison Street – Old Greenlee County Building
Issue – Vacant Building
Recommendations - Unknown
5. Parcel 50028131
0.16 Acres
Issue – Narrow strip of unusable and on Church St between Main St and Madison St
Recommendations – Donate to Pride Society or United Methodist Church of Duncan

6. Parcel 50029031
1.16 Acres
226 & 228 Gale
Issue – Vacant land
Recommendations – Divest Property
7. Parcel 50029012
2.25 Acres
Parks Addition Lots 2-12 of Block 3
Issue – 2.25 Acre subdivision
Recommendations – Divest property
8. Parcel 50029035
3.02 Acres
Parks Canyon
Issue - 3.02 Acre subdivision
Recommendations – Divest property
9. Parcel 50029060
Issue - 9.57 Acres of mainly hillside between Skyline Dr and Parks Canyon
Recommendations – Divest Property
10. Parcel 5003038
0.15 Acres
208 East Ave
Issue – Vacant parcel
Recommendations – Divest property
11. Parcel 50031071
0.07 Acres
Acacia RD and Old West Hwy
Issue – 0.07 Acres unusable
Recommendations - Unknown
12. Parcel 50051059
0.36 Acres
411 East AVE
Issue – Vacant land
Recommendations – Divest property

13. Parcel 50052028
0.11 Acres
South Ave & 6th St
Issue – Vacant Land
Recommendations – Divest property
14. Parcel 50059046
0.10 Acres
3rd St, behind Catholic Church
Issue – Empty Vacant Land
Recommendations – Divest property
15. Parcel 50022038B
11 Acres
Between Babbitt Heights Water tower and Duncan Unified School District Office
Issues – 11 Acres of undeveloped land
Recommendations – Divest property
16. Parcel 50031041
0.12 Acres
216 East Ave – West of Old Pump House
Issues – Abandoned Building
Recommendations – Divest Property
17. Parcel 50031042
218 East Ave – Old Pump House
Issues – Abandoned Building
Recommendations – Unknown
18. Parcel 50028048
0.06 Acres
103 NW Old West Hwy
Duncan Theater
Issues- Abandoned building
Recommendations -Flood Memorial
19. Parcel 50028079
0.07 Acres
111 SE Old West Hwy
Issues – Vacant Commercial Building
Recommendations - Town Community Center

20. Parcel 50031073A
0.14 Acres
210 East Ave
Issue – Residential Housing
Recommendations - Unknown
21. Parcel 50009043B
0.50 Acres
Vacant Lot behind out post 0.5 Acre
Recommendations – community garden or divest
22. Parcel 50009044
1.14 Acres
9 Chaparral Rd
The Outpost
Issue – Vacant Commercial Building
Recommendations – Divest property
23. Parcel 50031094
0.75 Acres
211 East Ave
Issue – Vacant Parcel
Recommendations – Divest property
24. Parcel 50001013
8.86 Acres Vacant land Chaparral RD, past McGrath
Issue – Vacant Land
Recommendations – Divest property, possible future skate park, etc
25. Parcel 50008040
8.86 Acres NW corner of McGrath Ave and Ocotillo St
Issue – Vacant Land
Recommendations – Divest portion, Municipal Park
26. Parcel 50003007B
5.43 Acres NE Corner of Carlisle Rd and Campbell St
Issues – Vacant Land
Recommendations - Divest property, Unknown

27. Parcel 50028186A

1.89 Acres

Issues –There are Nine (9) Small pieces of the Parcel scattered throughout Duncan Town site (see map)

Recommendations – Divest individual portions to adjoining parcel owners

A. Piece 1 Should be added to Parcel 50028009 (105 & 107 Harwell St) and divested

a. Parcel 50028010

Primary Owner

DIAZ MARCELINO L/FRANCES

C/O MARIA T SAIZ

2410 EAST FAIRFIELD STREET

MESA, AZ 85213

100.00%

b. Parcel 50028011

Primary Owner

NEVILLE JOHNSON PETER/BARBARA

2417 TONGASS AVE STE 111-324

KETCHIKAN, AK 99901-5900

100.00%

c. Parcel 50028174

Primary Owner

RENTERIA GILBERT V/ARMIDA D

PO BOX 142

DUNCAN, AZ 85534

100.00%

B. Piece 2 should be added to Parcel 50028014 (306 Madison St) and divested

C. Piece 3 – Adjoining parcel as follows, not an easement

a. Parcel 50028004

YANDELL LEONARD/GERTRUDE

C/O YANDELL BILL

788 NORTH ELEVEN MILE CORNER ROAD

CASA GRANDE, AZ 85194

100.00%

D. Piece 4-Adjoining Parcel as follows

- a. Parcel 50028161
Primary Owner
ARIZONA STATE OF
1616 W ADAMS
PHOENIX, AZ 85007
100.00%
- b. Parcel 50028024A
Primary Owner
FIRST BAPTIST CHURCH OF DUNCAN
PO BOX 295
DUNCAN, AZ 85534
100.00%

E. Piece 5 – Adjoining Parcels as follows

- a. Parcel 50028167
Primary Owner
GREENE ENTERPRISES MATERIAL HANDLING INC
3823 E TECHNICAL DR
TUCSON, AZ 85713-5335
100.00%
- b. Parcel 50028071
Primary Owner
WIERTZ CHRISTOPHER/TENNIE
PO BOX 242
DUNCAN, AZ 85534-0242
100.00%
- c. Parcel 50028083A
Primary Owner
BELL JAMES M
9375 COTTONWOOD WASH RD
PIMA, AZ 85543-9660
100.00%

F. Piece 6

- a. Town Center – Gazebo
Surrounded by Town of Duncan Property

G. Piece 7

- a. Add to Centennial Park

H. Pieces 8 & 9

a. NW corner of Hwy 70 & 75

i. Parcel 50025013A

Primary Owner

SMITH SAMMY L

200 NW COTTONWOOD LN

DUNCAN, AZ 85534-8443

100.00%

ii. Parcel 50028178

Primary Owner

VILLALOBOS FRANK

PO BOX 151

DUNCAN, AZ 85534-0151

100.00%

iii. Parcels 50028164, 50028165, 50028182

Primary Owner

COLEMAN ROBERT A SR

PO BOX 904

DUNCAN, AZ 85534-0904

100.00%

iv. Parcel 50028165

Primary Owner

COLEMAN ROBERT A SR

PO BOX 904

DUNCAN, AZ 85534-0904

100.00%

v. Parcel 50028053

Primary Owner

MITCHELL MARCUS A

1247 W ROLLER COASTER

TUCSON, AZ 85704

100.00%

28. Parcel 50028009

0.27 Acres

105 & 107 Harwell St

Issue – Vacant Land

Recommend – Divest property

29. Parcel 50028014

0.17 Acres

306 Madison St

Issue – Vacant Land

Recommendations- Divest property

30. Parcel 50028117

0.10 Acres

109 Harwell

Issue – Vacant Land

Recommendations – Divest property

Respectfully submitted,

Leah Schrom

Inventory Clerk

50070016





0/19/2013

50025049B



50078008



1/05/2020

50029031



1/05/2020

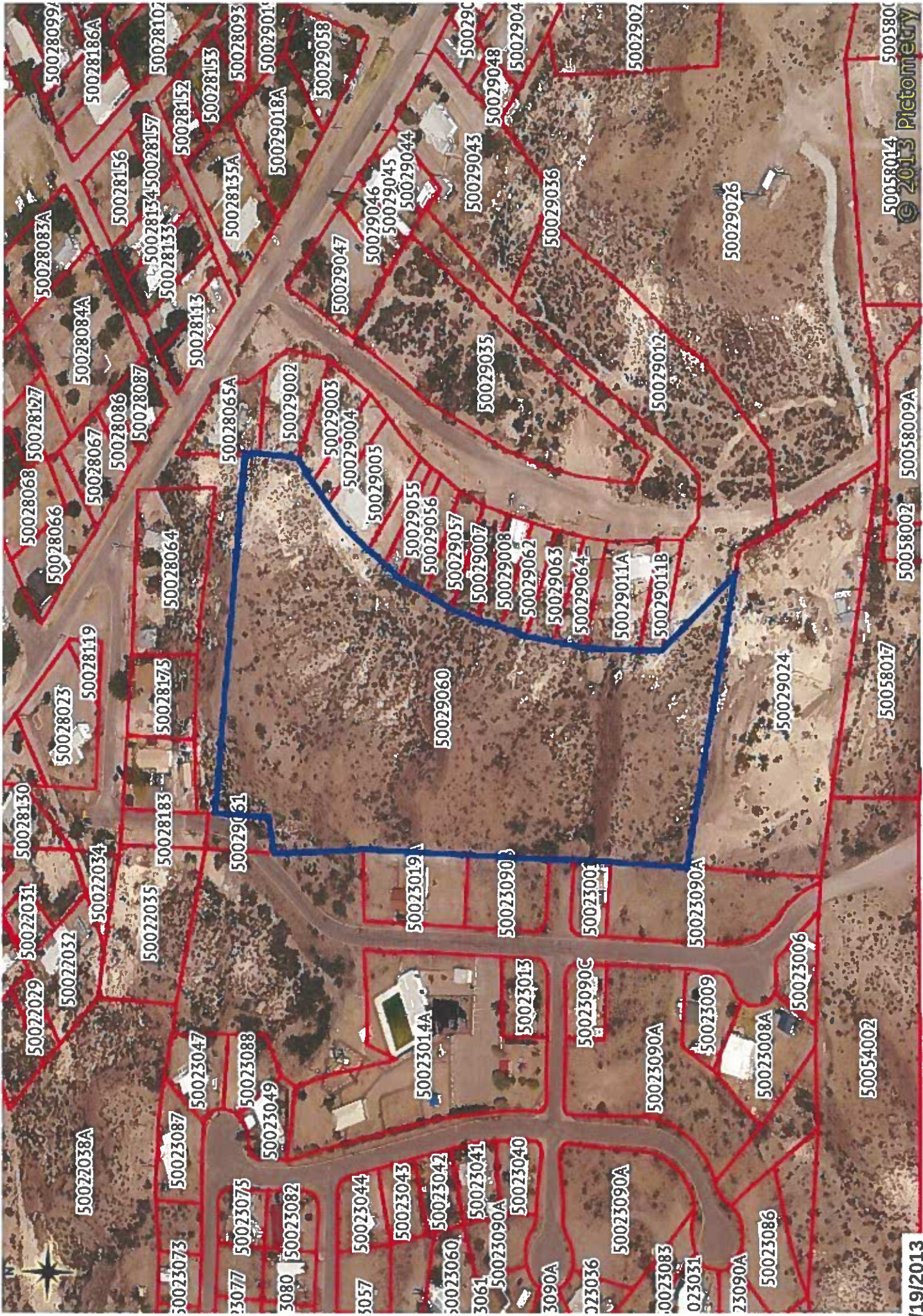
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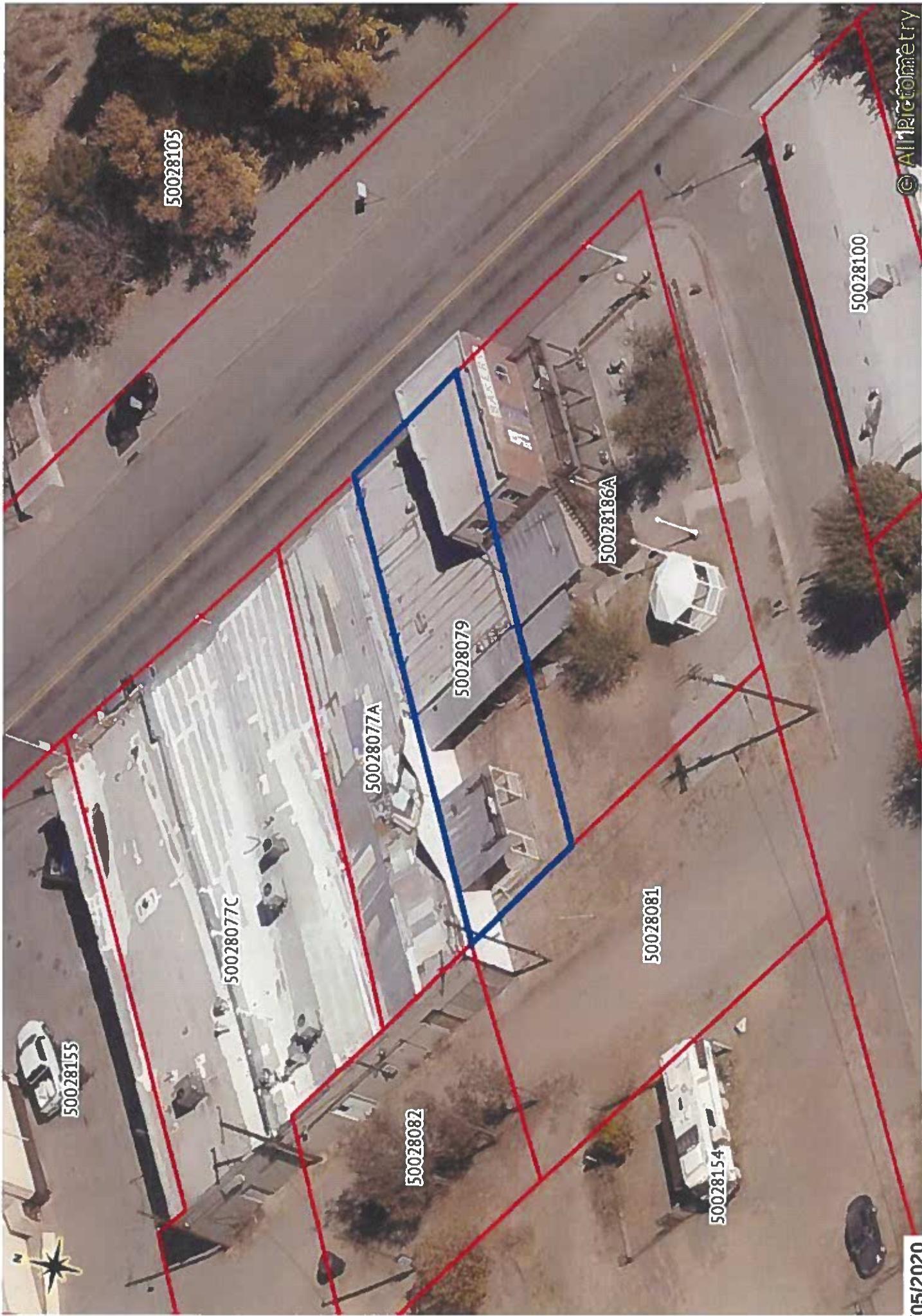
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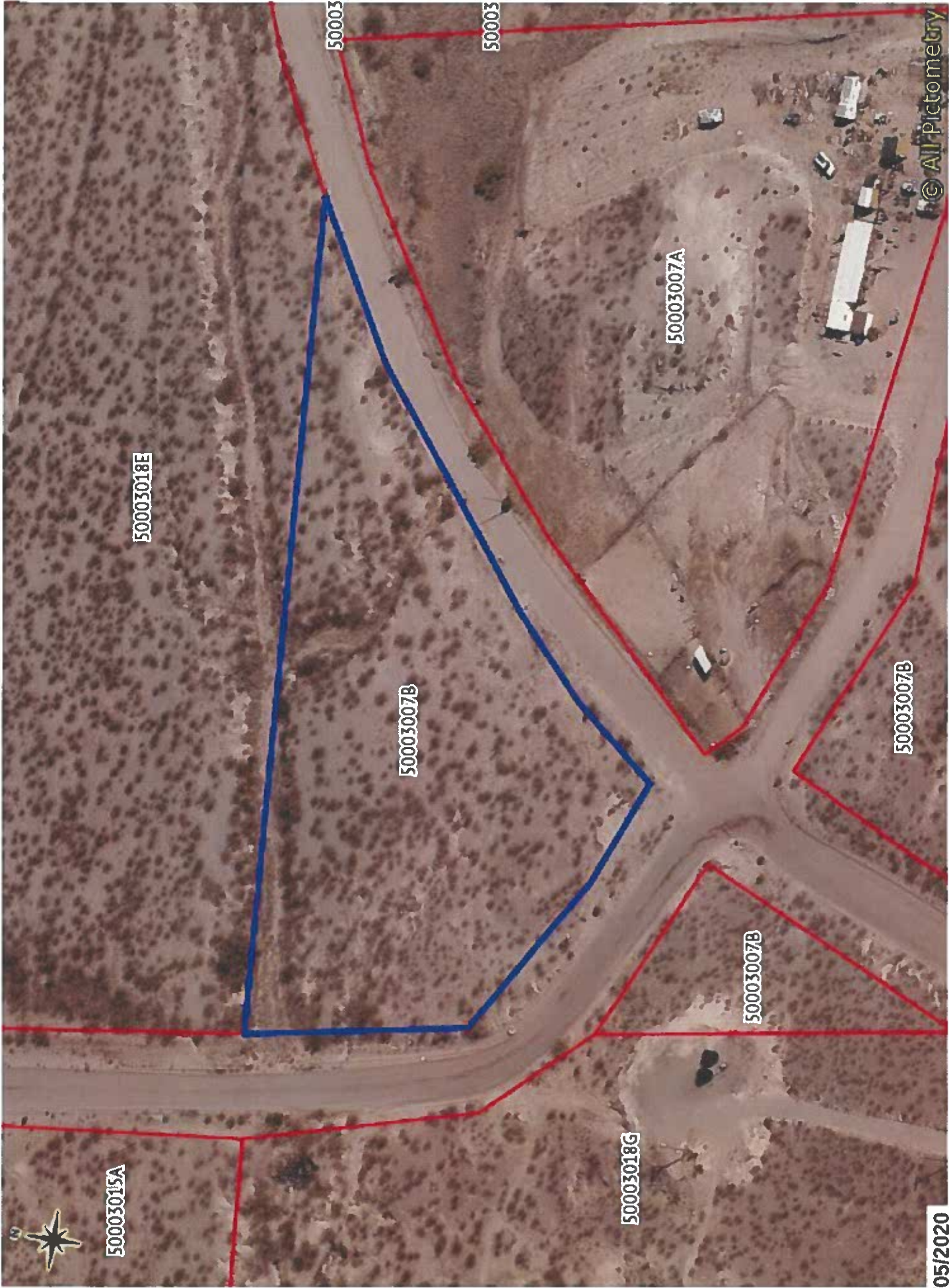
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