



PUBLIC NOTICE
HUACHUCA CITY TOWN COUNCIL
MEETS FOR A WORK SESSION
THURSDAY, JULY 11, 2019, AT 6:00PM
HUACHUCA CITY TOWN HALL-500 N. GONZALES BLVD. HUACHUCA CITY,
AZ 85616

AGENDA

A. Call to Order

Mayor

- Roll Call and Ascertain Quorum
- Pledge of Allegiance

B. Call to the Public

A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

C. Business before the Council

Mayor

- C.1 Discussion Only [Mayor Wallace]:** Pursuant to A.R.S. 38-431.03(A) (1), the Council might vote to go into Executive [closed] session to review application materials, conduct employment interviews with Town Clerk candidates, and to discuss hiring a Town Clerk.

D. Adjournment

Posted at 5:00PM on July 9, 2019 at the following locations:

Town Hall Bulletin Board 500 N. Gonzales Blvd. Huachuca City, AZ 85616	Town Hall Lobby 500 N. Gonzales Blvd. Huachuca City, AZ 85616	Town Website https://huachucacityaz.gov
Huachuca City U.S. Post Office 690 N. Gonzales Blvd. Huachuca City, AZ 85616	Huachuca City Library 506 N. Gonzales Blvd. Huachuca City, AZ 85616	Huachuca City Police Department 500 N. Gonzales Blvd. Huachuca City, AZ 85616

Matthew Williams

Interim Town Clerk

Note: This meeting is open to the public. All interested people are welcome to attend. A copy of agenda background material provided to the Committee Members, with the exception of material relating to possible executive session, are available for public inspection at the Town Clerk's Office, 500 N. Gonzales Blvd., Huachuca City, AZ 85616, Monday through Friday from 8:00 a.m. to 5:00 p.m. or online at www.huachucacityaz.gov

Individuals with disabilities who need a reasonable accommodation to attend or communicate at a town meeting, or who require this information in alternate format, may contact the Town at 456-1354 (TTY 456-1353) to make their needs known. Requests should be made as early as possible so there is sufficient time to respond.



PUBLIC NOTICE
HUACHUCA CITY TOWN COUNCIL
MEETS
THURSDAY, JULY 11, 2019, AT 7:00PM
HUACHUCA CITY TOWN HALL-500 N. GONZALES BLVD. HUACHUCA CITY,
AZ 85616

AGENDA

A. Call to Order

Mayor

- Pledge of Allegiance
- Roll Call and Ascertain Quorum
- Invocation- Chaplain David Carnes

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.

B. Call to the Public

Mayor

A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

C. Consent Agenda

Mayor

All items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a Member of the Town Council requests that an item or items be removed for discussion. Council Members may ask questions without the removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.

- C.1** Consider approval of the minutes of the Council meeting held on June 27, 2019.

- C.2 Consider approval of the minutes of the Executive session held on June 27, 2019.
- C.3 Consider acceptance of resignation of Planning & Zoning Commission Member, Lonnie Brock
- C.4 Consider approval of the Payment Approval Report in the amount of \$ 38,049.17
- C.5 Authorize the declaration as surplus property the following items, to be sold by auction or otherwise disposed of in accordance with Town Policy:
 - a. 2005 Dodge Dakota ACO VIN# 1D7HE48N45S329457
 - b. 1991 Buick Park Avenue VIN# 1G4CW53L3M1663377
 - c. 2001 Infiniti QX4 VIN# JNRDR09X11W202304

D. Unfinished Business before the Council

Mayor

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

E. New Business before the Council

Mayor

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

- E.1 Discussion and/or Action [Dr. Johnson]: Approval of Conditional Use Permit Application (CUP2019-1). Applicant Southwest Motor Services Group LLC proposes to add Auto Services/Repairs to their auto dealership and install a 100' Communications Tower at their property located at 209 S. Huachuca Blvd (Parcel 106-58-027)
- E.2 Discussion and/or Action [Mayor Wallace]: Proclamation declaring July 12, 2019 as Fred G. Acosta Job Corps Center Day.
- E.3 Discussion and/or Action [Mayor Wallace]: The Council might vote to go into Executive [closed] session, pursuant to A.R.S. 38-431.03(A) (3) & (4), for legal advice concerning the settlement agreement with Dusk till Dawn and acquisition of the property. The Council might adopt amendments to the settlement agreement and might authorize procurement of additional environmental consulting and testing services. Any formal action on this item will be taken in open session.

- E.4 Discussion and/or Action [Chief Bidon]: Update on Fire Insurance Ratings (ISO) in Huachuca City.
- E.5 Discussion and or/Action [Manager Williams]: Approval of purchase of soil boring study for sewer pond project by Terracon.
- E.6 Discussion and/or Action [Mayor Wallace]: Pursuant to A.R.S. 38-431.03(A) (1), the Council might vote to go into Executive [closed] session to review application materials, conduct employment interviews with Town Clerk candidates, and to discuss hiring a Town Clerk.
- E.7 Discussion and/or Action [Mayor Wallace]: Selection and hiring of a candidate to serve as Huachuca City Town Clerk.
- E.8 Discussion and/or Action [Manager Williams]: Approval of Council Resolution 2019-24 to add Jeffrey Ferro as a Town volunteer on Town insurance.
- E.9 Discussion and/or Action [Manager Williams]: Review of Town employee grievance policy and discussion regarding the employee evaluation process within the Town's Council/Manager form of government and relation to the employee job evaluation process.
- F. Items to be placed on future agendas
- G. Reports of Current Events by Councilmembers
- H. Adjournment

Posted at 5:00pm July 9, 2019, at the following locations:

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Matthew C. Williams

Interim Town Clerk

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**MINUTES OF THE
HUACHUCA CITY TOWN COUNCIL
MEETING HELD
THURSDAY, JUNE 27, 2019 AT 7:00PM
HUACHUCA CITY TOWN HALL-500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616**

AGENDA

A. Call to Order

Mayor

- Pledge of Allegiance
- Roll Call and Ascertain Quorum
- Invocation

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.

The meeting was called to order at: 7:00 pm

The Pledge of Allegiance was led by: Mayor Wallace

The invocation was offered by: Chaplain David Carnes

Roll Call

<u>Present:</u>			<u>Absent:</u>
Johann Wallace - Mayor	Christy Hirshberg – Council Member	Matthew Williams – Town Manager	Walt Welsch – Council Member
Pro Tem - Donna Johnson	Debra Trate – Council Member	Thomas Benavidez – Town Attorney	
Joy Banks – Council Member			
Cynthia Butterworth – Council Member			

B. Call to the Public

Mayor

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Call to Public:

1.By Stuart Jantzen Address: 132 Buffalo Dr. Huachuca City

About: Gave thanks for all the hard work the city has done in the last few months.

C. Consent Agenda

Mayor

All Items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a Member of the Town Council requests that an Item or items be removed for discussion. Council Members may ask questions without removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.

- C.1** Consider approval of the minutes of the Council meeting held on June 13, 2019.
- C.2** Consider approval of the minutes of the Council public hearing held on June 13, 2019.
- C.3** Consider approval of the minutes of the Council special meeting held on June 13, 2019.
- C.4** Consider approval of the minutes of the Executive session held on June 13, 2019.
- C.5** Consider approval of the Payment Approval Report in the amount of \$123,337.13.

Motion C: Open Item for discussion and/or action		Action: Open
Moved by: Mayor Wallace	Seconded by: Pro Tem Johnson	

Motion C: Fix City Minutes for June 13th but all others ok		Action: Approved
Moved by: Mayor Wallace	Seconded by: Ms. Butterworth	

D. Unfinished Business before the Council**Mayor**

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

D.1. Discussion and/or Action [Finance Clerk Ha Vu]: Establishment of a policy requiring cash payment for landfill loads when accounts are in arrears. This item may include discussion and action concerning the number and value of delinquent landfill accounts, as well as Town collection efforts and policies.

Motion D.1: Open Item for discussion and/or action		Action: open
Moved by: Mayor Wallace	Seconded by: Ms. Butterworth	

D.1.

Ha Vu: Customers with arrears balance older than 60 days will have to make payment arrangements to continue to use landfill. Customers who do not make payment arrangements will have to pay cash or check to use landfill. Customers who do not pay after 60 days after notification will be turned over to collections.

Motion D.1: Create Arrears Policy for Landfill		Action: Approved
Moved by: Mayor Wallace	Seconded by: Ms. Butterworth	

E. New Business before the Council**Mayor**

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

E.1 Discussion and/or Action [Mayor Wallace]: Council adoption of Resolution 2019-22 to approve the Towns Primary Property Tax Levy for FY 2019-20 at a rate of 1.33% for each \$100.00 of assessed valuation.

Motion E.1: Open Item for discussion and/or action		Action: open
Moved by: Mayor Wallace	Seconded by: Pro Tem Johnson	

Roll Call Approval asked by Town Attorney Thomas Benavidez. Roll Call Approval, all Council members present "YES" vote.

Motion E.1: Nothing Changes		Action: Approved
Moved by: Wallace	Seconded by: Pro Tem Johnson	

E.2 Discussion and/or action [Mayor Wallace]: Presentation of July yard of the month winners.

Motion E.2: Open item for discussion		Action: Open
Moved by: Mayor Wallace	Seconded by: Ms. Butterworth	

Yard of the Month Presented by Mayor Wallace

- 1. James Brown**
- 2. Brian Robertson**
- 3. Bruce Duvall**

E.3 Discussion and/or Action [Manager Williams]: Presentation of May 2019 Town Financial statements.

Motion E.3: Open item for discussion		Action: Open
Moved by: Mayor Wallace	Seconded by: Ms. Trate	

Matthew Williams: Overview of May Finances: End of the fiscal year June 30th, 2019. End of the year review will be on August 8th, 2019.

- 1. General Fund \$24,187.56 in the positive**
- 2. Water \$8,997.87 in the positive**
- 3. Sewer \$7,416.51 in the positive**
- 4. Garbage \$158.71 in the positive**
- 5. Landfill \$9,602.06 in the positive**

Mayor Wallace: Nice to see profits

E.4 Discussion and/or Action [Chief Thies]: Council approval of requested Town road closures for the Town's 4th of July celebration.

Motion E.4: Open item for discussion and/or action		Action: Open
Moved by: Mayor Wallace	Seconded by: Ms. Butterworth	

Thies: Road closures just like last year. Time frame from: 3pm to approximately 9pm. Will depend on when the Fire department clears it.

Motion E.4: Road closure		Action: Approved
Moved by: Mayor Wallace	Seconded by: Ms. Hirshberg	

E.5 Discussion only [Chief Thies]: Town acquisition of a military surplus Animal Control Officer vehicle.

Motion E.5: Open item for discussion		Action: Open
Moved by: Mayor Wallace	Seconded by: Ms. Hirshberg	

Thies: 10-33 military surplus program. The 1033 program is designed to specifically work with law enforcement agencies, like local police forces, school district police and others to provide those organizations with military surplus. For free, police department acquired:

1. 4 weapons racks
2. A 1991 Chevy Truck with only 60,000 miles on it for their animal control vehicle

E.6 Discussion and/or Action [Mayor Wallace]: Council approval of a tracking policy for Town grant accounts payable and receivable.

Motion E.6: Open item for discussion and/or action		Action: Open
Moved by: Mayor Wallace	Seconded by: Pro Tem Johnson	

Matthew Williams: Town Grants should be reported as part of the monthly finance report. Grant reimbursements should be recovered by the Town within 120 days.

Debra Trate question: Can we get the money in 120 days?

Mayor Wallace: Most of the ones we have dealt with it has, if something changes we can change things at a later date.

Motion E.6: Town Grants Tracking		Action: Approved
Moved by: Mayor Wallace	Seconded by: Pro Tem Johnson	

E.7 Discussion only [Director Harvey]: Information on the Town's 4th of July celebration.

Motion E.7: Open Item for discussion		Action: open
Moved by: Mayor Wallace	Seconded by: Pro Tem Johnson	

Susanne Harvey: Schedule of Events presented starting from 3pm to 8 pm, with fireworks closing out the festivities. Community Center will act as a cooling station. Free food, pie eating contest, band and games. Thanks given to all who have helped and will participate.

E.8 Discussion and/or Action [Mayor Wallace]: Approval of Council Resolution 2019-23 to direct all current landfill arrears monies to be transferred to the Highway User Revenue Fund [HURF] Account as received.

Motion E.8: Open Item for discussion and/or action		Action: Open
Moved by: Mayor Wallace	Seconded by: Ms. Butterworth	

Matthew Williams: Right now all money which comes into the city goes into a General fund. Any money collected by the landfill arrears would go into the HURF fund, arrears totaling \$139,418.06 after the amount is reached arrears will no longer go into the account. Separate accounts are being set up not just for the HURF fund but many others.

Motion E.8: All Landfill Arrears to go to HURF		Action: Approved
Moved by: Mayor Wallace	Seconded by: Ms. Hirshberg	

E.9 Discussion and/or action [Mayor Wallace]: Executive [closed] session, pursuant to A.R.S. 38-431.03 (A) (3) & (4) for legal advice and update on the settlement agreement with Disk till Dawn and acquisition of the property. The Council may authorize procurement of additional environmental consulting and testing services. Any formal action on this item will be taken in open session.

Motion E.9: Open Item for discussion and/or action		Action: Open
Moved by: Mayor Wallace	Seconded by: Pro Tem Johnson	

7:55 moved into closed session

8:15 session reopened to public

Motion E.9: Enter back into public session		Action: No Decision
Moved by: Mayor Wallace	Seconded by: Pro Tem Johnson	

F. Town Manager's Report

Matthew Williams:

- Soil borings submitted to ADEQ no response back yet.
- Street Assessment in FY 19-20. Will assess Huachuca City streets and give them a grade, cost of \$30,000.
- Chiricahua mobile clinic will be at the Senior Center parking lot on August 7th.
- Town Hall and Library will be closed on July 24th from 1pm-4pm for Active Shooter Training at Town Hall.
- Opening up many separate accounts to keep proper track of where the money goes.
- Asking the SVMPO to put \$400,000 towards fixing the roads for the year fiscal years 2020-2022, for the streets: School, Gila, and Skyline.
- Stonegarden reimbursements are current.

G. Items to be placed on future agendas.

1. ISO
2. Town Clerk Interviews

H. Reports of Current Events by Council

Joy Banks: Thanks given for letting her be part of the groups she is in.

I. Adjournment : 8:25 pm

Motion: to Adjourn		Action: Approved
Moved by: Mayor Wallace	Seconded by: Ms. Hirshberg	

Meeting was adjourned at 8:25 pm June 27th, 2019.

Approved by Mayor Wallace on July 11th, 2019

Johann Wallace, Mayor

Attest: _____
Mathew Williams, Town Clerk

Seal:

Certification

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on June 27, 2019. I further certify that the meeting was duly called and a quorum was present.

Matthew Williams, Town Clerk

I, Lannie Brock do hereby Resign
Lonnie Brock
From The PTZ Board. 6/24/19
Due To unforeseen circumstances, sorry.

LB.

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1022250							
CopperPoint Mutual Insurance	1012464525	Workmans Comp	08/26/2019	1,788.00	.00		
Total 1022250:				1,788.00	.00		
1022520							
AFLAC	312719	Payroll Deduction	06/27/2019	293.32	293.32	06/27/2019	
Total 1022520:				293.32	293.32		
1043130							
Sunwest Pensions	40196	Plan Year Admin Fee - 3rd Qtr	06/28/2019	103.14	.00		
Total 1043130:				103.14	.00		
1043290							
Pitney Bowes	1013404300	Ink For Postage Machine	06/27/2019	367.16	.00		
Wist Office Products	1897954	Janitorial & Office Supplies	06/20/2019	278.63	.00		
Total 1043290:				645.79	.00		
1043340							
Southwest Gas Corporation	07022019	Utility Service-Gas	07/02/2019	24.00	.00		
Total 1043340:				24.00	.00		
1043360							
AZ Department of Corrections	D08107201906	Inmate Labor	07/01/2019	10.00	.00		
Total 1043360:				10.00	.00		
1043480							
Clark Information Systems	125427	Internet Service	06/26/2019	89.95	89.95	06/26/2019	
Caselle, Inc	95903	Contract Support	07/01/2019	712.00	.00		
Total 1043480:				801.95	89.95		
1043640							
SEAGO	07012019	Annual Dues & RTAC Membershi	07/01/2019	1,275.00	.00		
Total 1043640:				1,275.00	.00		
1045130							
Sunwest Pensions	40196	Plan Year Admin Fee - 3rd Qtr	06/28/2019	34.38	.00		
Total 1045130:				34.38	.00		
1051130							
Sunwest Pensions	40196	Plan Year Admin Fee - 3rd Qtr	06/28/2019	34.38	.00		
Total 1051130:				34.38	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1051340							
Southwest Gas Corporation	07022019	Utility Service-Gas	07/02/2019	24.01	.00		
Total 1051340:				24.01	.00		
1051380							
AZ Department of Corrections	D08107201908	Inmate Labor	07/01/2019	10.00	.00		
Total 1051380:				10.00	.00		
1051480							
Axon Enterprise, Inc.	SI-1587701	Evidence Cloud Storage	06/25/2019	3,402.74	.00		
Total 1051480:				3,402.74	.00		
1052470							
City of Sierra Vista	2816	Wig Wags For ACO Truck	07/01/2019	98.90	.00		
Total 1052470:				98.90	.00		
1053340							
Southwest Gas Corporation	07022019	Utility Service-Gas	07/02/2019	50.20	.00		
Total 1053340:				50.20	.00		
1054380							
SW Building Inspection Service	9521	Contract Services	06/28/2019	4,150.00	.00		
Total 1054380:				4,150.00	.00		
1057110							
Cintas Corporation No. 445	4025209759	Uniform and Rentals/Public Works	07/03/2019	37.21	.00		
Total 1057110:				37.21	.00		
1057360							
AZ Department of Corrections	D08107201908	Inmate Labor	07/01/2019	40.00	.00		
Total 1057360:				40.00	.00		
1057480							
Sunwest Pensions	40198	Plan Year Admin Fee - 3rd Qtr	06/28/2019	34.38	.00		
Total 1057480:				34.38	.00		
1057475							
Senegy Petroleum LLC	551581	Diesel #2	07/03/2019	208.13	.00		
Total 1057475:				208.13	.00		
1059102							
Quest Diagnostics	8182450801	New Hire Drug Testing/Client #15	06/25/2019	60.00	.00		
Total 1059102:				60.00	.00		
1059460							
Donna Johnson	6272019	Refund Summer Splash Refund	08/27/2019	120.00	120.00	08/27/2019	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1059480:				120.00	120.00		
1062102							
Quest Diagnostics	9182450601	New Hire Drug Testing/Client #16	06/25/2019	30.00	.00		
Total 1062102:				30.00	.00		
1062130							
Sumwest Penslons	40196	Plan Year Admin Fee - 3rd Qtr	06/28/2019	34.38	.00		
Total 1062130:				34.38	.00		
1062290							
Wist Office Products	1698596	Janitorial & Office Supplies	06/24/2019	330.98	.00		
Total 1062290:				330.98	.00		
1062340							
Southwest Gas Corporation	07022019	Utility Service-Gas	07/02/2019	60.66	.00		
Total 1062340:				60.66	.00		
1062366							
AZ Department of Corrections	D06107201906	Inmate Labor	07/01/2019	40.00	.00		
Total 1062366:				40.00	.00		
1062481							
Clark Information Systems	125426	Internet Service	06/26/2019	94.95	94.95	06/26/2019	
Total 1062481:				94.95	94.95		
1062705							
Copygraphix	25041350	Copy Machine Leases/Library	06/24/2019	393.04	.00		
Total 1062705:				393.04	.00		
1068340							
Southwest Gas Corporation	07022019	Utility Service-Gas	07/02/2019	53.17	.00		
Total 1068340:				53.17	.00		
2040200							
Az State Treasurer	5155/07052019	monthly conversions	07/05/2019	4,999.25	.00		
Az State Treasurer	5155/07052019	Probation Fees Collected-AJACS	07/05/2019	1,210.89	.00		
Cochise County Superior Court	307	court revenue/\$1 Assessment	07/02/2019	25.25	.00		
General Fund(Trust)	309	monthly court conversions	07/02/2019	9,539.76	.00		
Total 2040200:				15,775.17	.00		
2040400							
Family Dollar Store	310	Restitution Payment	07/02/2019	16.81	.00		
Total 2040400:				16.81	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5121350							
Tom Budny	2103107/06242	Water Deposit Refund	06/24/2019	36.31	36.31	06/26/2019	
Total 5121350:				36.31	36.31		
5140110							
Cintas Corporation No. 445	4024669248	Uniform and Rentals/Public Works	06/26/2019	74.84	74.84	06/26/2019	
Cintas Corporation No. 445	4025209759	Uniform and Rentals/Water	07/03/2019	18.60	.00		
Total 5140110:				93.44	74.84		
5140130							
Sunwest Pensions	40166	Plan Year Admin Fee - 3rd Qtr	06/26/2019	66.76	.00		
Total 5140130:				66.76	.00		
5140360							
AZ Department of Corrections	D06107201906	Inmate Labor	07/01/2019	40.00	.00		
Apache Real Estate Investments	6-2019	Contract Service-Water Site Inspe	07/01/2019	500.00	.00		
Total 5140360:				540.00	.00		
5140475							
Senegy Petroleum LLC	549945	Diesel #2	06/26/2019	298.80	298.80	06/27/2019	
Senegy Petroleum LLC	551561	Diesel #2	07/03/2019	209.12	.00		
Total 5140475:				507.92	298.80		
5140610							
Ace Hardware	165395/1	Parts To Repair Waterline	06/27/2019	23.70	23.70	06/27/2019	
Total 5140610:				23.70	23.70		
5221350							
Tom Budny	2103107/06242	Sewer Deposit Refund	06/24/2019	25.00	25.00	06/26/2019	
Total 5221350:				25.00	25.00		
5240110							
Cintas Corporation No. 445	4025209759	Uniform and Rentals/Sewer	07/03/2019	18.60	.00		
Total 5240110:				18.60	.00		
5240130							
Sunwest Pensions	40166	Plan Year Admin Fee - 3rd Qtr	06/26/2019	66.76	.00		
Total 5240130:				66.76	.00		
5240360							
AZ Department of Corrections	D06107201906	Inmate Labor	07/01/2019	40.00	.00		
Valenzuela, Jr. Carlos S.	195842	Contract Labor	07/05/2019	400.00	.00		
Total 5240360:				440.00	.00		
5240475							
Senegy Petroleum LLC	549945	Diesel #2	06/26/2019	298.80	298.80	06/27/2019	
Senegy Petroleum LLC	551561	Diesel #2	07/03/2019	209.12	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 5240475:				507.92	298.90		
5540110							
Cintas Corporation No. 445	4024689248	Uniform and Rentals/Landfill	06/26/2019	71.04	71.04	06/26/2019	
Cintas Corporation No. 445	4025209759	Uniform and Rentals/Landfill	07/03/2019	60.60	.00		
Total 5540110:				131.64	71.04		
5540130							
Sunwest Penslons	40196	Plan Year Admin Fee - 3rd Qtr	06/26/2019	171.82	.00		
Total 5540130:				171.82	.00		
5540340							
Lal Enterprises, Inc	27385	septic clean out scalehouse	06/30/2019	57.75	.00		
Total 5540340:				57.75	.00		
5540380							
AZ Department of Corrections	D08107201906	Inmate Labor	07/01/2019	40.00	.00		
McCoy's Septic Pumping Service	4185	Clean Landfill Septic Tank	06/19/2019	190.00	190.00	06/27/2019	
Total 5540380:				230.00	190.00		
5540480							
Sparkletts	117434480620	Water	06/20/2019	67.87	67.87	06/27/2019	
Waste Management of AZ	0690951-0567-	Relocate	07/01/2019	1,512.00	.00		
Total 5540480:				1,579.87	67.87		
5540475							
Senergy Petroleum LLC	549945	Red Dyed Diesel #2	06/26/2019	874.74	874.74	06/27/2019	
Senergy Petroleum LLC	551561	Red Dyed Diesel #2	07/03/2019	2,143.38	.00		
Senergy Petroleum LLC	551689	Finance Charge	06/26/2019	15.90	.00		
Total 5540475:				3,034.02	874.74		
5540610							
Empire Southwest, LLC	EMWK262840	Repair 613C Scraper	06/26/2019	346.75	.00		
Senergy Petroleum LLC	552374	Victory Blue Def	07/03/2019	91.20	.00		
Total 5540610:				437.95	.00		
Grand Totals:				38,048.17	2,559.32		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

TO: Chairman and Members, Planning and Zoning Commission
FROM: Dr. Jim Johnson, Building Official/Zoning Administrator
MEETING DATE: July 3, 2019
SUBJECT: PUBLIC HEARING
Conditional Use Permit (CUP2019-1)
Southwest Motor Services Group LLC

CONDITIONAL USE PERMIT REVIEW

I. GENERAL INFORMATION

A. Request

Approval of a conditional use permit for an onsite auto repair shop and the installation of a 100-ft communications tower

B. Location

209 S. Huachuca Blvd, Huachuca City (Parcel ID #106-58-027)

C. Zoning

B/C – General Business/Commercial District as depicted in attached Zoning Map

D. Site Area

290' x 415' = 120,350 square feet or 2.76 Acres

II. BACKGROUND

A. Proposal/Summary

The subject property is currently occupied by a used car dealership. The largest two-story main building located on the site includes a showroom, offices and auto bays currently being used to service the used cars offered for sale onsite by the property owner. The smaller building to the south includes an office, repair shop and a tenant space currently occupied by a metal fabricator. These buildings are surrounded by surface pavement and includes adequate customer parking. Primary access to the property is from Huachuca Blvd with secondary rear access via Howard Street.

The applicant, Southwest Motor Services Group LLC is proposing to expand their used auto dealership services to include repairs and maintenance of automobiles to the general public. Proposed services to include quick oil changes, brake repairs, tire alignments, windshield repair, etc. In addition, the Owner is requesting permission to install a 100-foot communications tower on the rear (east) portion of their property with the purpose to network their Huachuca City location with their Sierra Vista location, as well as to augment internet service to the Town of Huachuca City community.

Pursuant to Sections 18.75.020E and 18.75.040D, auto repair shops are permitted in the BC zoning district with an approved conditional use permit. Pursuant to Section 18.20.020K, communications towers are also permitted with an approved conditional use permit.

B. Development Considerations

Building permits and approvals may be necessary for future plans for the repair shop and will be required for the installation of the proposed communications tower.

C. Summary Recommendation

Staff has no objection subject to the conditions of approval contained in the recommended motion.

III. REVIEW CRITERIA

No conditional use shall be recommended for approval or receive a final action of approval unless a positive finding is based upon substantial competent evidence presented at a public hearing held by the Commission and is made on each of the following:

A. Standards

1. The characteristics of the site are suitable for the proposed use, considering size, shape, location, topography, existence of improvements and natural features.
2. The proposed use is consistent with the intent and purpose of the zoning district in which it is proposed to be located.
3. The proposed use will not alter the character of the surrounding area in any manner that substantially limits, impairs, or precludes the use of the surrounding properties for the primary uses listed in the zoning district. Buffering, screening or other means shall be used where necessary to protect the privacy and safety of neighboring properties.
4. Noise levels and lights from the facility will not interfere with adjacent land uses, or in any way create a nuisance.

5. The proposed use fills a probable need of the public, which can best be met by a conditional use at this time and in this place.
6. The proposed use satisfies those goals, objectives, and policies of the General Plan that are applicable to the proposed use.

B. Analysis

1. Site Suitability

The subject property is currently set up with repair bays. From my understanding, it had been used as an RV repair facility in the past and possibly an auto repair shop further in the past. Staff finds that the characteristics of the site are suitable for the proposed conditional use.

2. Intent and Purpose

The intent and purpose of the B/C – General Business/Commercial District is to provide for the sale of commodities and performance of services and other activities. The proposed use of the property for auto repair is consistent with the intent and purpose.

3. Character of Neighborhood

The surrounding land use pattern is composed of business/commercial on all sides. Staff finds that the existing character of the neighborhood will not be significantly altered by the proposed conditional use, nor will the traffic in the area be significantly increased.

4. Noise and Lights

Onsite noise and lights should not interfere with any of the surrounding land uses.

5. Public Need

There is always a public need for auto repair shops and the onsite building setup appears to be well suited for this proposed use.

6. Consistency with General Plan

This request does not conflict with the goals, objectives and policies of all elements of the Town of Huachuca City General Plan.

IV. PUBLIC CORRESPONDENCE/COMMENT

Section 18.135.035 of the Town Code outlines the requirement for a citizen review process for all CUP's. This process involves holding a neighborhood meeting to provide reasonable opportunity for the applicant, adjacent landowners and those other potentially affected citizens to discuss and express their respective views concerning the application and any issues or concerns that they may have with the application.

At the discretion of the zoning administrator, an alternate citizen review process may be used that does not involve a neighborhood meeting consisting of including the name, address and phone number of the zoning administrator on the written notice of the public hearing whom a person may contact to express any issues or concerns with the proposed CUP.

Due to the evidenced past use of the Subject property and surrounding commercial property, it was determined the alternate process could be used in this case. The Town combined notice of the public participation process with the required notice of the public hearing by posting the property, including a public notice ad in the newspaper, mailing a notice to all property owners located within 300 feet of the subject property, posting at all appropriate Town locations and posting on the Town website.

As of this date, only one nearby property owner has been in contact with the zoning administrator to express concerns about the placement of a tower on this property. The property owner is the United States government, who is expressing concerns about the tower being in close proximity of the flight pattern of the base airport, as well as the frequencies to be used. The Army base airport representative is considering whether lighting should be required on the tower and whether the proposed frequencies would interfere with any of their used frequencies. The representative was encouraged to attend the public hearing and/or submit their concerns in writing.

V. ALLOWABLE RECOMMENDATIONS

Section 18.20.030 of the Town Code states the Planning and Zoning Commission may approve, approve with conditions or deny the application for conditional use. They may impose additional conditions which it finds necessary to avoid detrimental impacts and to otherwise protect the best interests of the surrounding area or the community as a whole. These conditions may include, but are not limited to, the following:

1. Limiting the manner in which the use is conducted, including restricting the time a certain activity may take place and restraints to minimize such environmental effects as noise, vibration, air pollution, glare and odor.
2. Establishing special yard, open space, parking requirements, lot area or other dimensional requirements.

3. Designating the height, size, appearance or location of a building or other structure or use.
4. Designating the size, number and location of vehicle access points.
5. Designating the size, location, screening, drainage, surfacing or other improvements of a parking area or loading area.
6. Limiting or otherwise designating the size, location and height of signs.
7. Limiting the intensity of outdoor lighting and require its shielding.
8. Requiring screening, landscaping or other facilities to protect adjacent or nearby property and designate standards for its installation and maintenance.
9. Designating the size, height and location of screening and materials for a fence.
10. Protecting and preserving existing trees, vegetation, water resources, wildlife habitat or another significant natural resource.

VI. RECOMMENDED MOTION

In March 2018 a similar CUP was considered within the Town, for Gardner's Garage. Two conditions were imposed on that property: 1) Hours of operation would not extend beyond 7pm on any day; and 2) A fence was required to be installed around a proposed exterior lift. The main difference between this proposed CUP and the one for Gardner's Garage is that this Subject property does not abut any residential zoning district. In addition, the repair bays are not visible from Huachuca Blvd and are hidden from view of the general public.

As Zoning Administrator, I find the CUP proposed request consistent with the requirements of the Town Code and the General Plan. I would therefor recommend the following motion:

"That the Conditional Use Permit allowing the use of the property as a auto repair shop and the installation of a 100-foot communications tower be recommended for approval to the Mayor and Council with the following conditions:"

- 1. Lighting be installed on the communications tower as deemed necessary by the Building Official after consideration of the recommendations from the United States Army Base Airport representatives;**
- 2. The Conditional Use Permit shall be revoked should auto repair services and/or the use of the tower cease operating on the property for more than one year.**

PROCLAMATION

WHEREAS, over the past forty years the lives of thousands of youth have been forever changed by Fred G. Acosta Job Corps Center's comprehensive residential, academic and career preparation program; and

WHEREAS, with the Fred G. Acosta Job Corps Center in Tucson, Arizona serves hundreds of youth between ages 16 and 24 years of age by providing high school diplomas and career technical education to these young men and women; and

WHEREAS, in addition to academic and employment training, Job Corps centers provide social skills training and other services to empower young men and women to obtain and hold a job, enroll in advanced training, enroll in college, or enter the armed forces; and

WHEREAS, over the past 40 years the Fred G. Acosta Job Corps Center has served more than 12,000 youth, of whom 95% of all youth earned industry-recognized industry credentials, and 85% of whom entered the workforce; and

WHEREAS, recent studies demonstrate significant economic gain from investment in dropout recovery by increasing employment while simultaneously reducing public expenditures associated with health care, crime, and social services; and

WHEREAS, It is timely and appropriate that Huachuca City, Arizona; celebrate Job Corps and its accomplishments in breaking the cycle of poverty, strengthening local community, and improving the quality of thousands of lives;

NOW, THEREFORE, I _____, Mayor of Huachuca City, Arizona, do hereby proclaim July 12, 2019,

Fred G. Acosta Job Corps Center Day

In this City, and encourage all our residents to recognize Fred G. Acosta Job Corps Center for its contributions to our community.

IN WITNESS THEREOF, I have here unto set my hand and caused the Seal of Huachuca City, Arizona to be affixed this 11th day of July, 2019.

Mayor Johann Wallace

Matthew Williams, Town Clerk

June 13, 2019



Mr. Jim Halterman
Town of Huachuca City
500 North Gonzales Boulevard
Huachuca City, Arizona 85756

Telephone: (520) 249-5241
E-mail: jhalterman@huachucacityaz.gov

RE: Proposal for Limited Site Investigation (LSI)
Huachuca City Sludge Ponds
Northeast of Huachuca City
31.652111° North / 110.313860° West
Huachuca City, Arizona 85616
Terracon Proposal No. P63197102

Dear Mr. Halterman:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to conduct a Limited Site Investigation (LSI) at the above-referenced site. The purpose of this LSI is to assess dried sludges contained within two former wastewater sludge ponds to assist in determining whether the sludge requires removal from the ponds and assist the client in obtaining an Aquifer Protection Permit (APP) from the Arizona Department of Environmental Quality (ADEQ).

If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

Scope of Services (see Section 2.0 of attached Proposal Detail)	<ul style="list-style-type: none">■ LSI to include the advancement of ten (10) soil borings and collection of 10 sludge samples (5 per pond).■ Refer to the attached Exhibit 1 for proposed sampling locations.
Schedule (see Section 3.0 of attached Proposal Detail)	Delivery of report within ten (10) business days following receipt of final laboratory reports.
Compensation (see Section 3.0 of attached Proposal Detail)	Lump sum fee of \$6,500

Terracon Consultants, Inc. 355 S Euclid Ave, Ste 107 Tucson, AZ 85719-6654
P 520-770-1789 F 520-792-2539 terracon.com

Environmental

Facilities

Geotechnical

Materials

Proposal for Limited Site Investigation
Huachuca City Sludge Ponds • Huachuca City, Arizona
June 13, 2019 • Terracon Proposal No. P63197102

Terracon


We have attached an Agreement for Services that is incorporated into this proposal and that you must sign to authorize us to do this work. Refer to the attached proposal detail for assumptions and limitations. This proposal is valid for 60 days.

If this proposal meets with your approval, work may be initiated by returning a fully executed copy of the attached Agreement for Services to Derek Koller (derek.koller@terracon.com) of our Tucson office.

If you should have any questions or comments regarding this proposal, please contact either of the undersigned at (520) 770-1789.

Sincerely,
Terracon


Derek D. Koller
Office Manager

 For:
Jared Geissler, PE, PMP, CHMM
Senior Associate

Attachments: Proposal Detail
Exhibit 1 – Site Diagram with Proposed Sampling Locations
Table 1 – Sampling and Analytical Program
Agreement for Services

1.0 PROJECT INFORMATION

The areas to be sampled consist of two sludge ponds formerly used to hold wastewater. The ponds are located northeast of Huachuca City (31.652111° North / 110.313860° West).

2.0 SCOPE OF SERVICES

2.1 Objectives

The objective of the proposed scope of services is to assess dried sludges contained within two former wastewater sludge ponds to assist in determining whether the sludge will require removal from the ponds and, if required by the Arizona Department of Environmental Quality (ADEQ), to assist the client in obtaining an Aquifer Protection Permit (APP).

2.2 Sampling and Laboratory Analytical Program

Soil samples will be collected and analyzed for applicable contaminants as summarized below:

- | | |
|----------------------------|---------------------------------|
| ■ Ammonia Nitrogen | ■ Nitrites |
| ■ E. Coll & Total Coliform | ■ Total Kjeldahl Nitrogen (TKN) |
| ■ Nitrates | |

The detected results will be compared to the applicable ADEQ Soil Remediation Levels (SRLs) and Groundwater Protection Levels (GPLs). It is Terracon's understanding that the sludge extends to a depth of approximately 8-inches below ground surface (bgs).

Health and Safety Plan

Terracon will develop and prepare a site-specific Health and Safety Plan (HASP) to address worker safety issues per Occupational Safety and Health Administration (OSHA) requirements. Level D personnel protection, which typically includes protective gloves, protective boots, safety glasses, and hard hat, has been assumed for this project. We have not included in this proposal, nor do we anticipate, additional costs associated with higher levels of personnel protection. The HASP will be prepared in general accordance with 29 CFR 1910.



At Terracon, we all have a personal and uncompromising commitment to everyone going home safely each and every day. Our safety program, *Incident and Injury Free® (IIF)* is about care and concern for people. It is our personal and organizational commitment at all levels of the company and is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular

Proposal Detail: Limited Site Investigation
Huachuca City Sludge Ponds ■ Huachuca City, Arizona
June 13, 2019 ■ Terracon Proposal No. P63197102

quality, profitability and schedule. As part of our IIF process, we will prepare a "Pre-Task Plan" to identify the potential site safety and job hazards associated with the work proposed at this site. Prior to commencement and during the on-site activities, we will re-evaluate potential job hazards and appropriate safe working procedures.

Underground Utility Location

Terracon will contact Arizona 811 to arrange for public underground utility locates at the above referenced site. Location of private lines on the property is not part of the Arizona 811. A property owner's representative is required to provide coordination and approve the proposed boring locations so that they do not damage private buried utilities and improvements. Terracon is not responsible for public and/or private line damage during this investigation. Based upon the depth of disturbance (~8-inches bgs) and the prior use as a wastewater pond, Terracon does not anticipate encountering utilities at the site.

Sludge Investigation

Terracon will advance a total of 10 soil borings (5 per pond) using a hang-auger to a depth of approximately 8-inches bgs. One composite sludge sample of sludges obtained from the boring will be submitted for laboratory analysis. Collected samples will be analyzed for Ammonia Nitrogen, E. Coli, Nitrates, Nitrites, and TKN. Sludge cuttings will be returned to the bore hole

Refer to the attached **Exhibit 1** for the proposed soil sample locations. The proposed sampling locations may be slightly modified in the field based on the results of the utility survey, to account for utility clearance, access limitations, and/or site conditions. The client will be notified of any significant modifications to the sampling locations.

The sampling and analytical program, including the number and types of samples and laboratory analyses, is detailed in the attached **Table 1**. Investigation and sample collection procedures will be conducted in accordance with local industry standard practices.

Laboratory Analytical Program

Terracon proposes to a total of 10 sludge samples at the site. Samples will be submitted on a standard 5- to 7-day turnaround time (TAT). The table below summarizes the samples that will be submitted and analytical methods to be used for initial analysis:

Analysis	Sample Type	Number of Samples	Laboratory Method
Ammonia Nitrogen	Sludge (Solid)	10	Method 350.1
E. Coli and Total Coliform		10	Method 9223B
Nitrates		10	Method 9056
Nitrites		10	
TKN		10	Method 4500NOrg

2.3 Preparation of LSI Report

Following site activities and receipt of the laboratory analytical results, a report will be prepared that will include the following:

- Documentation of field activities;
- Site plan showing pertinent site features;
- Analytical laboratory results;
- Data evaluation and presentation of findings; and,
- Recommendations concerning further action, if necessary.

The final written report will reflect results, findings, and recommendations, and, as such, will take precedence over any verbal reports that Terracon personnel may have provided. The analysis, comments and recommendations presented in the final written report will be based on the information collected as discussed in this proposal.

Schedule

The Scope of Work will be scheduled within approximately ten (10) business days of authorization to proceed. If schedule delays are anticipated based on weather, and/or encountered site conditions, the client will be contacted to discuss changes in the schedule. Terracon anticipates completing the field work in one day.

Standard analytical laboratory turnaround is seven business days. If the client would like expedited laboratory turnaround, contact us for the options and associated fees. Preliminary verbal results of the LSI may be available within 24 hours of Terracon's receipt of laboratory analytical reports.

The final LSI report will be available within ten (10) business days following Terracon's receipt of final laboratory analytical report.

3.0 COMPENSATION

The Scope of Services outlined in this proposal will be performed for a lump sum fee of \$6,500. If, as a result of these services, additional work is required outside the scope of this proposal, you will be contacted, and upon request, proposed costs for additional work will be provided. Client authorization will be obtained prior to commencement of any additional work outside the scope of this proposal. Project costs are summarized below:

Project Preparation				
Service				Fee(s)
Health and Safety Plan (HASP)				\$200
Subtotal				\$200
Field Work				
Service				Fee(s)
Consultant Field Work – Includes PM, Mobilization / Demobilization, and Travel Time				\$2,200
Field and Sampling Supplies – Includes Sample Shipping Costs				\$400
Subtotal				\$2,600
Laboratory Analysis				
Analysis	Unit	Rate*	Quantity	Fee(s)
Soil – Ammonia Nitrogen	Sample	\$20	10	\$200
Soil – E. Coli and Total Coliform	Sample	\$45	10	\$450
Soil – Nitrites and Nitrates	Sample	\$20	20	\$400
Soil - TKN	Sample	\$25	10	\$250
Subtotal				\$1,300
Final Report				
Service				Fee(s)
Final Report, Data Interpretation, and Analysis				\$2,400
Subtotal				\$2,400
Total				\$8,500

*Assumes Standard Turnaround Time (TAT) of 5-7 business days. Expediated analysis may be requested for an additional fee (+25% for 3-day TAT, +50% for 2-day TAT, +100% for 1-day TAT).

If, as a result of these services, additional work is required outside the scope of this proposal, you will be contacted, and upon request, proposed costs for additional work will be provided. Client authorization will be obtained prior to commencement of any additional work outside the scope of this proposal.

If, as a result of these services, additional services are required that are outside the scope of this proposal, you will be contacted to discuss associated costs. Client authorization will be obtained prior to commencement of additional services outside the scope of this proposal.

4.0 CONDITIONS

If soil, groundwater, or other environmental releases are discovered during the LSI, the owner, operator, or similar responsible party may have release reporting obligations under applicable state law or regulations.

The scope of services and estimated fee were based on the following assumptions.

Assumptions

Extent of Contamination: In performing any site assessment, a reasonable balance is sought between a cursory inquiry into the environmental issues and an exhaustive analysis of each conceivable issue of potential concern to reduce the uncertainty about unknown conditions. While the investigation described above is designed to identify significant environmental liabilities, it may not detect all impacts to the site. Specifically, no investigation activities will be performed inside the buildings onsite. Furthermore, the investigation is not designed to determine the extent of impacts, or to generate costs for remedial action.

Non-difficult Auguring Conditions: Since this is a preliminary investigation and little or no information is available on actual subsurface conditions at the site, this estimate assumes that hand-auguring can complete the borings to the desired depths. If difficult auguring conditions are encountered, you will be notified as soon as it appears that costs will exceed this estimate due to difficult drilling conditions.

Site Access: This proposal assumes Terracon can have ready access to the site for the purpose of conducting this investigation, that there will not be delays due to site access. Terracon also assumes that the sampling equipment proposed can access the necessary boring locations and there is sufficient space available to maneuver the equipment and conduct the investigation. If site access issues are encountered, the investigation may be delayed and additional charges may be incurred. Do we need to be concerned about damaging a pond line during the sludge investigation? At 8 inches you could use a hand trowel too.

Hazardous Conditions: Client will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.)

Utility Clearance: While Terracon will use a public utility locator prior to auguring, Terracon will not be responsible for damage to unmarked or undocumented utilities not identified by these efforts. Terracon recommends that the client identify all underground utilities, particularly PVC, buried power lines, or clay lines which may not be identified using the utility location services identified above.

Proposal Detail: Limited Site Investigation
Huachuca City Sludge Ponds ■ Huachuca City, Arizona
June 13, 2019 ■ Terracon Proposal No. P63197102

If any of the above stated assumptions or conditions are not accurate or change during the project, the stated fee is subject to change. Please contact us immediately if you are aware of any inaccuracies in these assumptions and conditions, so we may revise the proposal or fee.

Limitations

Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, express or implied, regarding its services, findings, conclusions or recommendations. Please note that Terracon does not warrant the services of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report. These LSI services will be performed in accordance with the scope of services agreed with you, our client, as set forth in this proposal and are not intended to be in strict conformance with ASTM E1903-11.

Certain indicators of subsurface impacts may be inaccessible, nondetectable, or not present during these services, and we cannot represent that the site contains no hazardous substances, petroleum products, or other latent conditions beyond those identified during this LSI. Subsurface conditions are subject to spatial and temporal variability. Our findings, conclusions, and recommendations will be based solely upon data obtained at the time and within the scope of these services.

Reliance

The LSI report will be prepared for the exclusive use and reliance of the Town of Huachuca City (client). Reliance by any other party is prohibited without the written authorization of the client and Terracon. Reliance on the LSI by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, sections of this proposal incorporated therein, and the LSI report. The defined contractual limitation of liability is the aggregate limit of Terracon's liability to the client and all relying parties.



Exhibit 1 – Site Diagram with Proposed (Approximate) Sampling Locations

Aerial provided is prior to the ponds being dried out

Symbol	Boring Description*
○	Sample Location

TABLE 1 – Sampling and Analytical Program

Type and Designation ¹	Purpose	Advancement Method	Estimated Depth (Inches) ²	No. of Sludge Samples ³	Soil Analytical	Analytical Method	QC Samples ⁴
B-1 through B-10	Assess Dried Sludge	Hand-Auger	8	10	Ammonia Nitrogen	350.1	See notes
					E. Coli and Total Coliform	9223B	
					Nitrates	9056	
					Nitrites	9056	
					TKN	4500NO ₃	

Notes:

¹Type and Designation: B = Soil Boring.

² Proposed minimum depth based on current knowledge of subsurface conditions and depth to groundwater in area. Depths may be modified based on the actual depth to groundwater or refusal on bedrock. If boring advancement beyond above depths is necessary, client will be notified to discuss options and associated costs.

³ Number of unsaturated zone soil samples to be submitted for analytical testing.

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Town of Huachuca City ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Huachuca City Sludge Ponds project ("Project"), as described in Consultant's Proposal dated 06/13/2019 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this Indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (I) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (II)

commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
 By: [Signature] Date: **6/13/2019**
 Name/Title: **Derek D. Koller, CHMM / Office Manager**
 Address: **355 S Euclid Ave, Ste 107**
Tucson, AZ 85719-8654
 Phone: **(520) 770-1789** Fax: **(520) 792-2539**
 Email: **Derek.Koller@terracon.com**

Client: **Town of Huachuca City**
 By: _____ Date: _____
 Name/Title: **Jim Halterman**
 Address: **500 N Gonzales Blvd**
Huachuca City, AZ 85616
 Phone: **(520) 249-5241** Fax: _____
 Email: **jhalterman@huachucacltyaz.gov**



Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

RESOLUTION NO. 2019-24

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, DECLARING JEFFREY FERRO TO BE A VOLUNTEER FOR THE TOWN AND ESTABLISHING THE BASIS FOR CALCULATING WORKERS' COMPENSATION BENEFITS.

WHEREAS, pursuant to A.R.S. 23-901.06, the Town Council may declare volunteer workers of the town to be entitled to workers' compensation benefits; and

WHEREAS, Town resident, Jeffrey Ferro, volunteers to assist the Town's police department performing sundry tasks; and

WHEREAS, the Council declares that the statutory amount of \$400.00 per month is the appropriate basis for computing Mr. Ferro's workers' compensation benefits.

NOW, THEREFORE, BE IT RESOLVED by the Huachuca City Town Council that Jeffrey Ferro is a volunteer of the Town, and \$400.00 per month is the appropriate basis for computing Mr. Ferro's workers' compensation benefits.

BE IT FURTHER RESOLVED that the Town Council acknowledges Mr. Ferro's service to the Town and expresses its most sincere appreciation for his work.

PASSED AND ADOPTED by the Mayor and Council of the TOWN OF HUACHUCA CITY this 11th day of July, 2019.

Johann Wallace, Mayor

ATTEST:

APPROVED AS TO FORM:

Matt Williams, Interim Town Clerk

Thomas Benavidez, Town Attorney

Article XIV. Appeals and Grievances Procedures

2.130.750 Policy.

The most effective accomplishment of the work of the town requires prompt consideration and equitable adjustment of employee grievances.

It is our desire to adjust grievances informally, and both supervisors and department heads and employees are expected to make every effort to resolve problems as they arise.

However, it is recognized that there will be grievances which will be resolved only after a formal appeal and review. (Personnel Policies and Procedures, revised January 1, 2015)

2.130.760 Procedures.

A. Appeal. Any employee in a permanent position who has been demoted, suspended or dismissed shall have the right of appeal to the personnel advisory board or, at the town's option, the Arizona State Office of Administrative Hearings.

The employee or his or her authorized representative shall file such an appeal in writing with the office of the personnel officer within five working days of the effective date of such action and shall file a copy of such appeal at the same time with the department head.

The decision of the majority of the members of the personnel advisory board, or the administrative law judge, shall be final.

B. Grievance. Any employee in a permanent position who is aggrieved as a result of the interpretation and application of the rules and regulations, disciplinary action or other than disciplinary action resulting in demotion, suspension or dismissal which is covered in subsection A of this section, alleged discrimination or unfair treatment, shall have the right of appeal, provided the following provisions of this regulation are fulfilled:

1. An employee shall first present the grievance to the immediate supervisor who shall make careful inquiry into the facts and circumstances of the complaint.

The supervisor shall attempt to resolve the problem promptly and fairly and shall give an answer to the employee within five workdays from the date the grievance is submitted.

2. An employee who is dissatisfied with the decision of the supervisor may submit a grievance in writing to the department head within 10 working days after receiving a supervisor's decision.

The department head shall make a separate investigation and inform the employee in writing of a decision and the reasons therefor within 15 working days after the receipt of the employee's grievance.

3. If the employee is still aggrieved, he or she shall request, in writing, a review of the grievance by the personnel officer.

Such request shall be accompanied by all the facts of the nature of his or her grievance and all written answers given thereto, and shall be presented within 10 working days of the date of receipt of the department head's answer.

Copies of the written request for review shall be sent by the employee (or authorized representative) and at the same time to the employee's department head.

The personnel officer shall convene a meeting within 10 working days of the request for review.

The personnel officer or designated representative of the employee and designated representative witnesses shall attend the meeting for the purposes of reviewing the grievance.

Within 15 working days of the date of the meeting, the personnel officer shall render a recommendation, in writing, to the employee or his or her authorized representative and shall send a copy of this recommendation at the same time to the employee's department head.

4. If the employee is still aggrieved, he or she or his or her authorized representative may present a grievance to the personal advisory board in writing within 10 working days of the personnel officer's recommendation and the employee shall send copies of the appeal to the department head.

The personnel advisory board (or, at the town's option, the office of administrative hearings) shall, within 20 days, or as soon as practicable thereafter, after receiving such an appeal, hold a hearing; technical rules of evidence shall not apply.

All testimony shall be under oath.

A majority vote of the members of the personnel advisory board (or the decision of the administrative law judge) shall be final. (Personnel Policies and Procedures, revised January 1, 2015)

2.130.770 Non-retaliation.

No employee will be retaliated against for filing an appeal and/or a grievance based upon an honest perception of the events, or for cooperating in any investigation.

Acts of retaliation should be reported immediately and will be promptly investigated and addressed.
(Personnel Policies and Procedures, revised January 1, 2015)

TOWN OF HUACHUCA CITY – PERFORMANCE EVALUATION

EMPLOYEE NAME:	EVALUATION TYPE: Annual- Supervisors/Managers
POSITION/JOB TITLE:	EVALUATION YEAR:
DIVISION:	DEPARTMENT:
EVALUATION PERIOD: FROM TO	SAFETY SENSITIVE: Yes <input type="checkbox"/> No <input type="checkbox"/>

RATINGS & DEFINITIONS

5 - Exceptional – performance is consistently superior and significantly exceeds position requirements, objectives and expectations. Recognized by peers and/or customers as a role model, positive example and/or mentor for others.

4 - Exceeds Expectations – performance consistently meets and frequently exceeds position requirements, objectives and expectations.

3 - Meets Expectations – performance consistently meets position requirements, objectives and expectations. *(Performance is what is expected of a well-qualified, experienced person in the position)*

2 - Needs Improvement – performance does not consistently meet position requirements, objectives and expectations.

1 - Unsatisfactory – performance consistently and frequently does not meet position requirements, objectives and expectations. Immediate attention and plan is required.

N/A – Not applicable for the position and therefore not rated

AREAS OF EVALUATION

Comments ARE REQUIRED for the sections in which the employee is rated anything other than a 3 (meets expectations). Half points are not allowed to be given; whole numbers 1-5 only.

Area of Evaluation: Performance of Job Duties

1. Knowledge: Demonstrates comprehension of techniques, products, policies, procedures, skills, analytical or problem solving ability, equipment, etc. necessary to do the job.

☐ 5 - Exceptional ☐ 4 - Exceeds Expectations ☐ 3 - Meets Expectations ☐ 2 - Needs Improvement ☐ 1 - Unsatisfactory ☐ N/A

Comments:

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2. **Skill:** Ability to execute techniques, products, policies, procedures, skills, analytical or problem solving skills, equipment, etc. necessary to do the job.

☐ 5 - Exceptional ☐ 4 - Exceeds Expectations ☐ 3 - Meets Expectations ☐ 2 - Needs Improvement ☐ 1 - Unsatisfactory ☐ N/A

Comments:

3. **Quality:** Ability to display accurate and thorough work that meets department standards, typically free from errors and mistakes.

☐ 5 - Exceptional ☐ 4 - Exceeds Expectations ☐ 3 - Meets Expectations ☐ 2 - Needs Improvement ☐ 1 - Unsatisfactory ☐ N/A

Comments:

4. **Quantity:** Amount of work produced or amount of output that supports the department mission. Uses time wisely to complete job duties, meets deadlines, works at a consistent pace to achieve the acceptable amount of work. Is dependable and reliable.

☐ 5 - Exceptional ☐ 4 - Exceeds Expectations ☐ 3 - Meets Expectations ☐ 2 - Needs Improvement ☐ 1 - Unsatisfactory ☐ N/A

Comments:

5. **Effective Use of Resources:** Cares for, uses and maintains physical resources such as materials, equipment, tools, machinery, etc. Ability to seek out resources to complete job duties effectively or when necessary and is not wasteful of resources.

☐ 5 - Exceptional ☐ 4 - Exceeds Expectations ☐ 3 - Meets Expectations ☐ 2 - Needs Improvement ☐ 1 - Unsatisfactory ☐ N/A

Comments:

Area of Evaluation: Competencies

6. Attendance/Punctuality: The extent to which the employee can be depended upon to be at work and to be at work on time as scheduled.

☐ 5 - Exceptional ☐ 4 - Exceeds Expectations ☐ 3 - Meets Expectations ☐ 2 - Needs Improvement ☐ 1 - Unsatisfactory ☐ N/A

Comments:

7. Teamwork/Interpersonal Skills: Willingness and cooperativeness with co-workers and management. Readiness to respond positively to instructions, policies and procedures. Work effectively with co-workers and management, shares information, resolves conflicts, welcomes and seeks constructive feedback. Exhibits tact and sincerity with others to achieve objectives.

☐ 5 - Exceptional ☐ 4 - Exceeds Expectations ☐ 3 - Meets Expectations ☐ 2 - Needs Improvement ☐ 1 - Unsatisfactory ☐ N/A

Comments:

8. Communication Skills: Ability to communicate in a clear, concise, organized and courteous manner in both verbal and written communications. Effectively communicates to get thoughts across but listens to others and is open minded. Evaluates and responds accordingly with others.

☐ 5 - Exceptional ☐ 4 - Exceeds Expectations ☐ 3 - Meets Expectations ☐ 2 - Needs Improvement ☐ 1 - Unsatisfactory ☐ N/A

Comments:

9. Customer Service: Takes a personal interest in both internal and external customers, considerate, professional, creates a pleasant atmosphere for interaction and takes appropriate action to meet their needs.

☐ 5 - Exceptional ☐ 4 - Exceeds Expectations ☐ 3 - Meets Expectations ☐ 2 - Needs Improvement ☐ 1 - Unsatisfactory ☐ N/A

Comments:

10. Work Ethic: Exhibits actions consistent with moral principles, integrity, sense of responsibility, discipline, professionalism, respectfulness, dependability, dedication, determination, accountability and humility.

☐ 5 - Exceptional ☐ 4 - Exceeds Expectations ☐ 3 - Meets Expectations ☐ 2 - Needs Improvement ☐ 1 - Unsatisfactory ☐ N/A

Comments:

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11. Safety: Concern for the safety of themselves and others and takes appropriate action to ensure job is performed safely. Uses safety measures when it comes to equipment and procedures. Follows safety policies and takes action if something unsafe is seen.

☐ 5 - Exceptional ☐ 4 - Exceeds Expectations ☐ 3 - Meets Expectations ☐ 2 - Needs Improvement ☐ 1 - Unsatisfactory ☐ N/A

Comments:

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12. Initiative: Self-starter, ability to plan, solve problems, assumes additional responsibility and looks for more efficient and cost effective ways of completing the work, ability to complete tasks without being told every detail, searches out new tasks and expands abilities professionally and personally.

☐ 5 - Exceptional ☐ 4 - Exceeds Expectations ☐ 3 - Meets Expectations ☐ 2 - Needs Improvement ☐ 1 - Unsatisfactory ☐ N/A

Comments:

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Area of Evaluation: Supervisory/Management

13. Judgment & Decision Making: Uses logical judgment. Realistically weighs and evaluates information, assesses probable consequences, takes appropriate action, demonstrates the ability to make sound and timely decisions. Accountable for results, makes decisions that meet objectives of the department.

☐ 5 - Exceptional ☐ 4 - Exceeds Expectations ☐ 3 - Meets Expectations ☐ 2 - Needs Improvement ☐ 1 - Unsatisfactory ☐ N/A

Comments:

14. Planning and Organizing: Ability to analyze work, set goals, forecast, anticipate changes, securing and budgeting resources, develop plans of action, structure tasks and establish priorities while operating within budget.

☐ 5 - Exceptional ☐ 4 - Exceeds Expectations ☐ 3 - Meets Expectations ☐ 2 - Needs Improvement ☐ 1 - Unsatisfactory ☐ N/A

Comments:

15. Leadership: Ability to take charge, select, direct and coordinate activities of others. Creates a motivating work environment, coach/mentor, train and develop others. Knowledgeable and directs city wide and departmental policy and procedure.

☐ 5 - Exceptional ☐ 4 - Exceeds Expectations ☐ 3 - Meets Expectations ☐ 2 - Needs Improvement ☐ 1 - Unsatisfactory ☐ N/A

Comments:

16. Problem Solving: Finds solutions to difficult or complex issues, works through problems to reach a solution, exhibits critical thinking skills.

☐ 5 - Exceptional ☐ 4 - Exceeds Expectations ☐ 3 - Meets Expectations ☐ 2 - Needs Improvement ☐ 1 - Unsatisfactory ☐ N/A

Comments:

ANNUAL REQUIREMENTS

1. Completed all City required mandatory/regulatory training:

Met ☐ Not Met ☐

Comments:

2. Completed all Department specific required training:

Met ☐ Not Met ☐ NA ☐

Comments:

3. Maintained all licenses and/or certifications as required by job description or receiving an add pay for:

Met ☐ Not Met ☐ NA ☐

Comments: *(If not met, HR must be notified immediately)*

DISCIPLINARY ACTION

Has the employee received any verbal or written reprimands during the evaluation period? If yes, summarize the expectations and whether they have been met, are in progress of being met or if the expectations are still ongoing and needing to be met.

Yes ☐ No ☐

FUTURE EVALUATION PLAN

Supervisor Developmental Goals or Plans for the Employee: (List goals or objectives, if any, for the next evaluation period)

Employee Developmental Goals or Plans: (List goals or objectives, if any, for the next evaluation period)

Training Needs: (List additional training, coaching or developmental activities, if any, that needs to be completed during the next evaluation period)

OVERALL PERFORMANCE EVALUATION SUMMARY

Area of Evaluation: Performance of Job Duties

1. Knowledge _____
2. Skill _____
3. Quality _____
4. Quantity _____
5. Effective Use of Resources _____

Area of Evaluation: Competencies

6. Attendance/Punctuality _____
7. Teamwork/Interpersonal Skills _____
8. Communication Skills _____
9. Customer Service _____
10. Work Ethic _____
11. Safety _____
12. Initiative _____

Area of Evaluation: Supervisory/Management

13. Judgment & Decision Making _____
14. Planning and Organizing _____
15. Leadership _____
16. Problem Solving _____

To calculate the overall performance evaluation rating, add numerical values for each category evaluated and divide by the number of categories evaluated.

Overall Performance Evaluation Rating _____

If the overall performance evaluation rating is 2.4 or less:

- The employee will not be eligible for a portion of an approved annual pay increase.
- A performance improvement plan **MUST** be developed, Human Resources must be notified and the Personnel Rules and Regulations followed.

Overall Performance Evaluation Comments:

Employee:

I agree ☐ I disagree ☐ with the ratings.

I wish to discuss the evaluation with the next level supervisor in my department. Yes ☐ No ☐

Supervisor:

SIGNATURES

My signature below certifies that my supervisor reviewed and discussed the contents of the performance evaluation with me. My signature below does not indicate whether I agree or disagree with this evaluation but that it was presented to me, I am aware of the contents, I had an opportunity to ask questions and make comments. I understand I have the right to receive a copy of the evaluation and discuss it with my next level supervisor.

Employee Signature: _____

Date: _____

Supervisor Signature: _____

Date: _____

Manager Signature: _____

Date: _____

Department Head Signature: _____

Date: _____