

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

**Tuesday, February 16, 2016, 6:30 P.M.**

**COUNCIL REGULAR MEETING  
2735 S. HWY 69**

**COUNCIL CHAMBERS, TOWN HALL  
DEWEY-HUMBOLDT, ARIZONA**

## **AGENDA**

The issues that come before the Town Council are often challenging and potentially divisive. In order to make sure we benefit from the diverse views to be presented, the Council believes that the meeting be a safe place for people to speak. With this in mind, the Council asks that everyone refrain from clapping, heckling and any other expressions of approval or disapproval. Council may vote to go into Executive Session for legal advice regarding any matter on the open agenda pursuant to A.R.S. 38-431.03 (A) (3), which will be held immediately after the vote and will not be open to the public. Upon completion of Executive Session, the Council may resume the meeting, open to the public, to address the remaining items on the agenda. Agenda items may be taken out of order. Please turn off all cell phones. The Council meeting may be broadcast via live streaming video on the internet in both audio and visual formats. One or more members of the Council may attend either in person or by telephone, video or internet conferencing. **NOTICE TO PARENTS:** Parents and legal guardians have the right to consent before the Town of Dewey-Humboldt makes a video or voice recording of a minor child. A.R.S. § 1-602.A.9. Dewey-Humboldt Council Meetings are recorded and may be viewed on the Dewey-Humboldt website. If you permit your child to participate in the Council Meeting, a recording will be made. You may exercise your right not to consent by not permitting your child to participate or by submitting your request to the Town Clerk that your child not be recorded.

**1. Call To Order.**

**2. Opening Ceremonies.**

**2.1. Pledge of Allegiance.**

**2.2. Invocation.**

**3. Roll Call.** Town Council Members Arlene Alen, Jack Hamilton, Mark McBrady, Dennis Repan, Nancy Wright; Vice Mayor Doug Treadway; and Mayor Terry Nolan.

**4. Announcements Regarding Current Events, Guests, Appointments, and Proclamations.**

Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action.

**4.1. Public Safety Quarterly Report – 4<sup>th</sup> Quarter 2015.**

**4.1.1. Yavapai County Sheriff's Office report presented by Lt. Raiss.** Topics for possible discussion include: Overview - Self-Initiated, Calls for Service, Traffic Stops including number of citations, Arrests (Family Fight, Disorderly, DUI/Drugs); Criminal Investigation; Animal Control - Calls for Service; Calls for Service Comparison-Days of Week, Time of Day; Average Response Times; Part 1 Crimes Comparison.

**4.1.2. Central Yavapai Fire District report presented by Rick Chase.** Topics for possible discussion include: calls responded; outreach programs and services, construction permitting.

**4.1.3. Magistrate Court report presented by Judge Catherine Kelley.** Topics for possible discussion include: citations, procedures, services.

**5. Town Manager's Report.** Update on Current Events. No legal actions can be taken. Council may ask town staff to review an operational matter at this time, or may ask that a matter be put on a future agenda for actions or further discussion. Possible matters and projects are related to Town general administration, Finance, Public Works, Community Development.

**5.1. Status report of the free “well-water” test kit program.**

6. **Consent Agenda.** All matters listed under the Consent Agenda are considered to be routine by the Town Council and will be enacted by one motion. Any item may be removed from the Consent Agenda for separate consideration at a Council Member’s request. If a citizen desires separate consideration of an item, he or she should approach a Council Member prior to the meeting and ask that the Council Member request that the item be removed.

**6.1. Clean-up Day Intergovernmental Agreement (IGA) with the Town of Prescott Valley.**

Possible acceptance, rejection or modification of the IGA. (As directed at the February 9<sup>th</sup> meeting)

**6.2. Website Development contract with CivicPlus (a website development, support and hosting company) for a new Town website.**

Possible acceptance, rejection or modification of the contract. (As directed at the February 9<sup>th</sup> meeting)

7. **Comments from the Public (on non-agendized items only).** The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. At the conclusion of Comments from the Public, Council members may respond to criticism made by those who have addressed the public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Council members are forbidden by law from discussing or taking legal action on matters raised during the Comments from the Public unless the matters are properly noticed for discussion and legal action. A 3 minute per speaker limit may be imposed. The audience is asked to please be courteous and silent while others are speaking.

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

**8.1. Resolution 16-119 adopting the revised Principles of Sound Financial Management policy.**

**8.2. Possible discussion and direction on the Town Manager’s employment contract.** The Council may, by majority vote, recess the regular meeting, hold an executive session and then reconvene the regular meeting for discussion and possible action on elements of this item covered under A.R.S. § 38-431.03(A)(1) and (4). (As directed at the February 2<sup>nd</sup> meeting)

**8.2.1. Recess into and hold an executive session** pursuant to A.R.S. § 38-431.03(A)(1)

Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, and (4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town’s position regarding possible amendments to the contract with the Town Manager.

**8.2.2. Reconvene Regular Meeting.**

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

**9.1. Review and discussion of regular council meeting of 1/5/16, agenda item 5.2 Entitled “Town attendance at the January 2017 Rural Transportation Summit in Yuma”.**

[Requested by CM Repan]

**10. Public Hearing Agenda.**

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**THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.**

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**11. Adjourn.**

**For Your Information:**

Next Town Council Special Session: Tuesday, February 23, 2016, at 2:00 p.m.

Next Town Council Meeting: Tuesday, March 1, 2016, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, March 3, 2016, at 6:00 p.m.

Next Town Council Work Session: Tuesday, March 8, 2016, at 2:00 p.m.

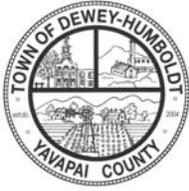
If you would like to receive Town Council agendas via email, please sign up at [AgendaList@dhaz.gov](mailto:AgendaList@dhaz.gov) and type Subscribe in the subject line, or call 928-632-7362 and speak with Judy Morgan, Town Clerk.

**Certification of Posting**

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Dewey-Humboldt Town Hall, 2735 South Highway 69, Humboldt, Arizona, Chevron Station, 2735 South Highway 69, Humboldt, Arizona, Blue Ridge Market, Highway 69 and Kachina Drive, Dewey, Arizona, on the \_\_\_\_ day of \_\_\_\_\_, 2016, at \_\_\_\_ p.m. in accordance with the statement filed by the Town of Dewey-Humboldt with the Town Clerk, Town of Dewey-Humboldt.  
By: \_\_\_\_\_, Town Clerk's Office.

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

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

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**TOWN COUNCIL REGULAR MEETING**

**February 16, 2016 – 6:30 pm Town Council Meeting Chambers**

**Agenda Item # 6.1. Clean-up Day IGA with the Town of Prescott Valley and 6.2. Website Development contract with CivicPlus (a website development, support and hosting company) for a new Town website.**

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Date submitted: February 11, 2016**

**Recommendations: Accept the agreement with the Town of Prescott Valley for the Clean-up Day event; accept the agreement with CivicPlus for website development, support and hosting.**

**Summary:**

At the February 9<sup>th</sup> Council meeting, the council directed to enter into an IGA with the Town of Prescott Valley to allow Dewey-Humboldt citizens to participate in its Clean-up day events. The IGA has a five-year term.

Also at the February 9<sup>th</sup> Council meeting, the Council directed to proceed with contracting with CivicPlus for the upcoming website development, support and hosting.

Both agreements have been reviewed by the Attorney, and Staff recommends acceptance of them.

After recording, please return to:  
Town Clerk  
Town of Dewey-Humboldt  
PO Box 69  
Humboldt, AZ 86329

# Intergovernmental Agreement

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## *Special Solid Waste Collection*

THIS AGREEMENT entered into by and between the Town of Dewey-Humboldt, an Arizona municipal corporation ("Dewey-Humboldt"), and the Town of Prescott Valley, an Arizona municipal corporation ("Prescott Valley"), as of the 11th day of February 2016.

### *Recitals*

WHEREAS, Prescott Valley and Dewey-Humboldt are authorized, pursuant to A.R.S. §11-952, to enter into agreements with one another for joint or cooperative action;

WHEREAS, Prescott Valley provides its residents with an annual special collection day for solid waste (in cooperation with the Prescott Valley Chamber of Commerce and other service groups) in an effort to abate nuisances related to litter; and

WHEREAS, beginning in 2008 Dewey-Humboldt has entered into an intergovernmental agreement for its residents to participate in Prescott Valley special solid waste collection days in order to abate nuisances related to litter in Dewey-Humboldt and to meet other Dewey-Humboldt environmental goals; and

WHEREAS, the parties desire now to renew that intergovernmental agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

## **1 Purpose.**

The purpose of this Intergovernmental Agreement (IGA) is to periodically make available special solid waste collection services to residents of Dewey-Humboldt.

## **2 Duties of the Parties.**

### **2.1 Prescott Valley.**

Prescott Valley shall timely provide written notice to Dewey-Humboldt (no later than ninety (90) days before the date) of any Prescott Valley "clean up day" or similar special solid waste collection day that Prescott Valley intends to provide to its residents. If Dewey-Humboldt indicates in writing no later than sixty (60) days before the date of said

special solid waste collection day that it desires to arrange for its residents to receive such special solid waste collection and disposal service, then Prescott Valley shall so advertise prior to said day and shall otherwise arrange for said residents to receive such service. Such arrangements shall include a means for identifying and reporting the number of times residents from Dewey-Humboldt deliver solid waste to the specified collection location in relation to the total number of such deliveries. Thereupon, Prescott Valley shall provide special solid waste collection and disposal services on that day to the residents of Dewey-Humboldt on the same basis as it provides such services to Prescott Valley residents. Within 60 days after the special solid waste collection day, the Prescott Valley shall provide Dewey-Humboldt with a written report that includes the number of solid waste deliveries to the specified collection location by its residents (in relation to the total number of such deliveries), along with the total cost to Prescott Valley of having arranged for that service.

## **2.2 Dewey-Humboldt.**

No more than thirty (30) days after Prescott Valley provides Dewey-Humboldt with written notice that it plans to provide a "clean up day" or similar special solid waste collection day for Prescott Valley residents, Dewey-Humboldt shall provide the Prescott Valley Public Works Department with written confirmation as to whether Dewey-Humboldt desires that its residents receive said solid waste collection and disposal services. If Dewey-Humboldt indicates that it desires that said residents receive said services, it shall cooperate with Prescott Valley in designating the means for identifying and tracking the number of deliveries by residents from Dewey-Humboldt. Upon receipt of Prescott Valley's report as to the number of such deliveries in relation to the total number of deliveries, Dewey-Humboldt shall remit to Prescott Valley within 60 days its pro-rata share of the actual costs of providing said special solid waste collection and disposal services.

## **3 Duration.**

### **3.1 Term.**

The term of this Agreement shall commence as of the date first-above written and shall terminate on June 30, 2020. It shall thereafter be deemed automatically renewed for up to five (5) successive one-year terms unless notice of termination is given as provided in this Agreement.

### **3.2 Termination.**

This Agreement may be terminated by either party upon no less than six (6) months notice prior to the start of the fiscal year in which the termination is to be effective. This Agreement may be terminated by either party upon breach by the other party. The party claiming breach shall give written notice to the breaching party setting forth the nature of the breach and the remedial action sought. The breaching party shall have ten (10)

working days to remedy the breach. In the event that the breach is not remedied in a timely fashion, this Agreement shall terminate with no further notice required.

## **4 Indemnification and Insurance**

### **4.1 Town.**

#### **4.1.1 Indemnification**

Prescott Valley hereby agrees to indemnify and save harmless Dewey-Humboldt against any and all claims arising from the acts, omissions or negligence of Prescott Valley's officers, employees, contractors, or agents pursuant to this Agreement and against all costs, attorney fees, expenses or other liabilities incurred as a result of any such claim or action related thereto. In any such claim or action against Dewey-Humboldt, Prescott Valley, upon notice and demand by Dewey-Humboldt, shall defend such action on behalf of Dewey-Humboldt by counsel acceptable to Dewey-Humboldt.

#### **4.1.2 Insurance**

Prescott Valley shall obtain and maintain insurance coverage of such kinds and in such amounts as may be necessary to protect the parties from claims or losses arising from the acts, omissions or negligence of Prescott Valley's officers, employees, contractors, or agents pursuant to this Agreement. All policies of insurance shall name Dewey-Humboldt as an additional insured. Written documentation of the insurer's acceptance of Dewey-Humboldt as an additional insured shall be provided to Dewey-Humboldt no less than 10 days prior to the effective date of this Agreement. In the event that any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for at least two (2) years past completion and acceptance of performance of Dewey-Humboldt's obligations hereunder, as evidenced by annual certificates of insurance. Prior to the effective date of this Agreement, Prescott Valley shall provide Dewey-Humboldt with certificates of insurance for the coverage specified herein and shall notify Dewey-Humboldt no less than 10 days prior to any changes in coverage including policy forms, policy Limits, cancellations, non-renewals or changes in insurance carriers. It is understood and agreed that Prescott Valley may elect to self-insure with respect to any or all of the categories of risk that may arise pursuant to this Agreement and that, in the event that such an election is made, Prescott Valley shall so notify Dewey-Humboldt prior to the date that such a change is made, as provided in this Section. Required coverage and minimum policy limits shall be as follows:

Commercial General Liability	\$2,000,000 per occurrence
Errors and Omissions	\$2,000,000 per occurrence
Commercial/Business Auto Liability	\$1,000,000 per occurrence

## 4.2 Dewey-Humboldt.

### 4.2.1 Indemnification

Dewey-Humboldt hereby agrees to indemnify and save harmless Prescott Valley against any and all claims arising from the acts, omissions, or negligence of Dewey-Humboldt's officers, employees, contractors, or agents pursuant to this Agreement and against all costs, attorney fees, expenses, or other liabilities incurred as a result of any such claim or action related thereto. In any such claim or action against Prescott Valley, Dewey-Humboldt, upon notice and demand by Prescott Valley, shall defend such action on behalf of Prescott Valley by counsel acceptable to Prescott Valley.

### 4.2.2 Insurance

Dewey-Humboldt shall obtain and maintain insurance coverage of such kinds and in such amounts as may be necessary to protect the parties from claims or losses arising from the acts, omissions, or negligence of its officers, employees, contractors, or agents pursuant to this Agreement. All policies of insurance shall name Prescott Valley as an additional insured. Written documentation of the insurer's acceptance of Prescott Valley as an additional insured shall be provided to Prescott Valley no less than 10 days prior to the effective date of this Agreement. In the event that any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for at least 2 years past completion and acceptance of performance of Prescott Valley's obligations hereunder, as evidenced by annual certificates of insurance. Prior to the effective date of this Agreement, Dewey-Humboldt shall provide Prescott Valley with certificates of insurance for the coverage specified herein and shall notify Prescott Valley no less than 10 days prior to any changes in coverage including policy forms, policy limits, cancellations, non-renewals or changes in insurance carriers. It is understood and agreed that Dewey-Humboldt may elect to self-insure with respect to any or all of the categories of risk that may arise pursuant to this Agreement and, that, in the event that such an election is made, Dewey-Humboldt shall so notify Prescott Valley prior to the date that such a change is made as provided in this Section.

Required coverage and minimum policy limits shall be as follows:

Commercial General Liability	\$2,000,000 per occurrence
Errors and Omissions	\$2,000,000 per occurrence
Commercial/Business Auto Liability	\$1,000,000 per occurrence

## 5 Miscellaneous

### 5.1 Records and Audits.

Each party shall keep and maintain all records as may be required by law, prudent fiscal management practice, or other applicable rules or standards for the performance of duties pursuant to this Agreement, and shall retain such records for one (1) year or as otherwise required by law, whichever is later. Each party shall allow the other party

access to such records during regular business hours for review, monitoring and audit. It is understood and agreed that the audit rules and minimum accounting standards of the Arizona Supreme Court shall apply to all court operations pursuant to this Agreement.

## **5.2 Notices.**

Notices to the parties as may be required pursuant to this Agreement shall be in writing and shall be effective upon delivery to the following addresses:

Prescott Valley:     Town of Prescott Valley  
                              c/o Public Works Director  
                              7501 East Civic Circle  
                              Prescott Valley, AZ 86314

Dewey-Humboldt:    Town of Dewey-Humboldt  
                              c/o Code Enforcement Officer  
                              PO Box 69  
                              Humboldt, AZ 86339

## **5.3 Severability.**

In the event that any portion of this Agreement is held to be invalid or otherwise unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement shall be unaffected thereby, and shall remain in full force and effect to the fullest extent permissible by law.

## **5.4 Entire Agreement.**

This Agreement, except as otherwise specifically provided herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior and contemporaneous agreements, representations, negotiations or understandings. It may be amended, modified or waived only by instrument in writing executed by both parties.

## **5.5 Cancellation.**

This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.

## **5.6 Recording.**

Within 10 days of the last signature, this Agreement shall be recorded in the Office of the Yavapai County Recorder as required by A.R.S. §11-952.

*APPROVALS*

TOWN:

TOWN:

Town of Prescott Valley, an Arizona municipality

Town of Dewey-Humboldt, an Arizona municipality

\_\_\_\_\_  
Harvey C. Skoog, Mayor  
ATTEST:

\_\_\_\_\_, Mayor  
ATTEST:

\_\_\_\_\_  
Diane Russell, Town Clerk  
APPROVED AS TO FORM:

\_\_\_\_\_, Town Clerk  
APPROVED AS TO FORM:

\_\_\_\_\_  
Ivan Legler, Town Attorney

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

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**Contact Information**

**Organization**

URL

Street Address

Address 2

City

State

Postal  
Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

**Emergency Contact & Mobile Phone**

**Emergency Contact & Mobile Phone**

**Emergency Contact & Mobile Phone**

**Billing Contact**

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

ST

Postal  
Code

Tax ID #

Sales Tax  
Exempt #

Billing Terms

Account  
Rep

Info Required on Invoice (PO or Job #)

**Contract Contact**

Email

Phone

Ext.

Fax

**Project Contact**

Email

Phone

Ext.

Fax



## Core Package Terms & Conditions

### Invoicing & Payment Terms

The following agreement terms apply to the CivicPlus Advantage Plan – whereby the initial project development fees and recurring fees are paid equally over a three (3) year period. See Exhibit A for complete details and fee options.

1. Billing begins upon contract signing.
2. The CivicPlus Advantage Plan provides a fixed fee for an Agreement term of 36 months from the first date of billing. At 36 months, Client has the following options:
  - a. Contract for 12 months of standard Annual Services with CivicPlus. Base rate of \$1,700 is subject to a technology investment and benefit fee of 5 percent (%) of the total Annual Services costs beginning the fourth year of consecutive service.
  - b. Terminate services with CivicPlus by providing written notice as noted in Term 5.
3. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
4. Client allows CivicPlus to display a “Government Websites by CivicPlus” insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission.

### Agreement Renewal

5. Either party may terminate this Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date. The Contract Renewal Date is thirty-six (36) months after the original contract was signed by the Client. Renewal Options are listed in Term 2 of this Agreement.
6. In the event of early termination of the Agreement by the Client within the first twelve (12) months of the Agreement, full payment of the remainder of the total First Year fees are due within 15 days of termination.
7. In the event of early termination of the Agreement by the Client after twelve (12) months, but before the expiration of the Agreement, Annual Services fees for year(s) two (2) and three (3) will be prorated and Client will be charged only for the time it remains as a Client of CivicPlus. Full payment of the remainder of the total First Year fees and prorated fees are due within 15 days of termination.
8. This contract may be extended to any municipality in the State of Arizona to purchase at contract prices in accordance with the terms stated herein.

### Ownership & Content Responsibility

9. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).
10. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

### Intellectual Property

11. Intellectual Property of the Government Content Management System (GCMS®) will remain the property of CivicPlus.
12. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet “links” to the GCMS® software or “frame” or “mirror” any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.



**Indemnification**

13. Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.

**Liabilities**

- 14. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
- 15. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
- 16. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
CivicPlus

\_\_\_\_\_  
Date

**Sign and E-mail the entire contract with exhibits to:**

[Contracts@CivicPlus.com](mailto:Contracts@CivicPlus.com)

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

**CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:**

CivicPlus Contract Manager  
302 S. 4<sup>th</sup> Street, Suite 500  
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.



## Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 30 Days from January 25, 2016

<b>Project Development</b>	
<i>Initial GCMS® upgrades, maintenance, support and hosting – no additional cost</i>	<b>\$2,900</b>
<i>Server Storage not to exceed 10 GB</i>	
<b>Total Investment Year 1</b>	
	<b>\$2,900</b>

<b>Annual Services (Continuing GCMS® Upgrades, Maintenance, Support and Hosting)</b>	<b>\$1,700</b>
<i>Subject to annual 5% increase (technology investment and benefit fee) starting year 4 and beyond.</i>	

At the request of Client, CivicPlus agrees to redistribute their standardized pricing as follows:

	<b>1<sup>st</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>3<sup>rd</sup> Year</b>
<b>CivicPlus Advantage Annual Investment Payments</b>	<b>\$2,100</b>	<b>\$2,100</b>	<b>\$2,100</b>
Client may terminate contract at the end of 36 months or select from options available in Term 2 of the Terms & Conditions			

--Remainder of this page left intentionally blank--



## Project Development & Scope of Services

### Design & Project Overview - Included

- Client will choose from 4 pre-designed layout templates and customize the color palette (no changes will be made to the chosen layout. This includes changes to the banner size, navigation, layout, and graphic buttons.)
- Client will provide images that are unique to their community for banner and background images or will agree to CP stock photography.
- Client may opt to keep the generic homepage slideshow provided. If a personalized slideshow is preferred, CivicPlus must receive a minimum of 12 photos.
- 50 pages of content development

### Training - Included

- Five hours of group (with other clients) virtual training for up to 3 staff (training will be held from 10:00 am to 4:00 pm Central time on the scheduled day)
- Client will have unlimited access to online training library

### Total Project Development and Deployment Fee

*Initial GCMS® upgrades, maintenance, support and hosting included – no additional cost*  
*Server Storage not to exceed 10 GB*

### CP Core Sites Include the Following:

Modules	Functionality
<ul style="list-style-type: none"> <li>• Admin Home/Dashboard</li> <li>• Calendar</li> <li>• Document Center</li> <li>• Forms Center</li> <li>• Frequently Asked Questions</li> <li>• Image Center</li> <li>• News Flash</li> <li>• Notify Me® (E-mail only)</li> <li>• Quick Links</li> <li>• Slideshow</li> <li>• Staff Directory</li> </ul>	<ul style="list-style-type: none"> <li>• Audit Trail / History Log</li> <li>• Broken Links</li> <li>• Dynamic Breadcrumbs</li> <li>• Link Redirect</li> <li>• Live Edit</li> <li>• Menu Management</li> <li>• Mobile Responsive Design</li> <li>• Online Editor for Editing and Page Creation</li> <li>• Printer Friendly / Email Page</li> <li>• RSS Feeds</li> <li>• Site Map</li> <li>• Site Search &amp; Entry Log</li> <li>• Statistics</li> <li>• User &amp; Group Administration</li> </ul>



## Exhibit C – Core Included Hosting

<b>Data Center</b>	<ul style="list-style-type: none"><li>• Highly Reliable Data Center</li><li>• Managed Network Infrastructure</li><li>• On-Site Power Backup &amp; Generators</li><li>• Multiple telecom/network providers</li><li>• Fully redundant Network</li><li>• Highly Secure Facility</li><li>• System Monitoring – Standard Business Hours</li></ul>
<b>Hosting</b>	<ul style="list-style-type: none"><li>• Automated GCMS® Software Updates</li><li>• Server Management &amp; Monitoring</li><li>• Multi-tiered Software Architecture</li><li>• Server software updates &amp; security patches</li><li>• Database server updates &amp; security patches</li><li>• Antivirus management &amp; updates</li><li>• Server-class hardware from nationally recognized provider</li><li>• Redundant firewall solutions</li><li>• High performance SAN with N+2 reliability</li></ul>
<b>Bandwidth</b>	<ul style="list-style-type: none"><li>• Multiple network providers in place</li><li>• Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)</li><li>• 22 Gb/s burst bandwidth</li></ul>
<b>Disaster Recovery</b>	<ul style="list-style-type: none"><li>• Emergency After-hours support, live agent (24/7)</li><li>• On-line status monitor at data center</li><li>• Event notification emails</li><li>• Guaranteed recovery TIME objective (RTO) of 14 days</li><li>• Guaranteed recovery POINT objective (RPO) of 24 hours</li></ul>
<b>DDoS Mitigation</b>	<ul style="list-style-type: none"><li>• Defined DDoS Attack Process<ul style="list-style-type: none"><li>• Identify attack source</li><li>• Identify type of attack</li><li>• Monitor attack for threshold engagement</li></ul></li></ul>



## Exhibit D - Support and Maintenance

### Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within two hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

### Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

<b>Included Services:</b>	
<b>Support</b>	<b>Maintenance of CivicPlus GCMS®</b>
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) for authorized contact(s)	Install Service Patches for OS
24/7 Emergency Support (if purchased)	System Enhancements
Dedicated Support Personnel	Fixes
Usability Improvements	Improvements
Integration of System Enhancements	Integration
Proactive Support for Updates & Fixes	Testing
Online Training Manuals	Development
Monthly Newsletters	Usage License
CivicPlus Connection	



## Exhibit E - CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.7%, in each case during any monthly billing cycle (the “Service Commitment”). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

### Definitions

- “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was “Unavailable.” Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- “Unavailable” and “Unavailability” mean:
  - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
  - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

### Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

<b>Monthly Uptime Percentage</b>	<b>Service Credit Percentage</b>
Less than 99.7%	1% of one month’s fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

### Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words “SLA Credit Request” in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

### SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the “SLA Exclusions”). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.



## Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to make insure that in the event of a disaster that make the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

### Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

### Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

#### Recovery Time Objective

14 Days

#### Service Credit Percentage

5% of one month's fee

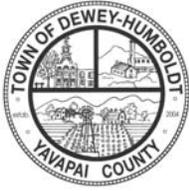
#### Recovery Point Objective

48 Hours

#### Service Credit Percentage

5% of one month's fee

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

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**TOWN COUNCIL REGULAR MEETING**

**February 16, 2016 – 6:30 pm Town Council Meeting Chambers**

**Agenda Item # 8.1. Resolution 16-119 adopting the revised Principles of Sound Financial Management (PoSFM) policy.**

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Date submitted: February 11, 2016**

**Recommendations: Adopt Resolution 16-119**

**Summary:**

In 2015, staff launched the review of the 2011 document of the Principles of Sound Financial Management (PoSFM), as we were concerned about the relevance of the document. Council directed to make revisions instead of doing away with the entire document. In September 2015, Council reviewed the revisions and indicated satisfaction with the revised PoSFM.

The 2011 PoSFM was adopted as the Council policy through a resolution. Originally I did not recommend such. But upon careful consideration, I believe it would be appropriate to bring the resolution for the Council to consider. It would be consistent with previous practice should you decide to adopt a resolution to make the PoSFM a policy for the council.

**RESOLUTION № 16-119**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA, ADOPTING THE PRINCIPLES OF SOUND FINANCIAL MANAGEMENT, AUTHORIZING THE PREPARATION OF DOCUMENTS, AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town has an important responsibility to its citizens to carefully account for public funds, to manage its finances wisely, and to plan for the adequate funding of services desired by the public, including the provision and maintenance of public facilities;

WHEREAS, in these times of tight budgets, of major changes in federal and state policies toward local government, and of limited growth in the Town's tax base, the Town needs to ensure that it is capable of adequately funding and providing those government services desired by the community; and

WHEREAS, ultimately, the Town's reputation and success will depend on the public's awareness and acceptability of the management and delivery of these services.

WHEREAS, the Town Council has adopted the "Principles of Sound Financial Management" (PoSFM) through Resolution 08-58 in October 2008.

WHEREAS, several years have gone by since the original PoSFM was adopted. Town Council wishes to update the PoSFM to reflect current changes and progresses.

NOW THEREFORE, be it resolved by the Mayor and Town Council of the Town of Dewey-Humboldt, Arizona that:

Section 1: Revised Principles of Sound Financial Management Adoption. the Town of Dewey Humboldt is to adopt the revised Principles of Sound Financial Management (PoSFM), attached hereto as **Exhibit A**, as Resolution № 16-119, to establish guidelines for the Town's overall fiscal planning and management in order to foster and support the continued financial strength and stability of the Town of Dewey-Humboldt as reflected in its financial goals.

Section 2: Authorization to Prepare Documents. The Town Manager, Town Clerk, Town Attorney, and any other necessary persons are hereby authorized to prepare the agreements, forms and instruments contemplated to be used by the Town in implementing the provisions of the PoSFM.

Section 3: Effective Date. This Resolution shall be effective immediately.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Dewey-Humboldt, Arizona, this 16<sup>th</sup> day of February 2016.

---

Mayor Nolan, Mayor

ATTEST:

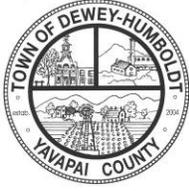
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Judy Morgan, Town Clerk

APPROVED AS TO FORM:

---

Gust Rosenfeld PLC Town Attorney



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



# **Principles of Sound Financial Management**



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## Introduction

The Town has an important responsibility to its citizens to carefully account for public funds, to manage its finances wisely, and to plan for the adequate funding of services desired by the public, including the provision and maintenance of public facilities. In these times of tight budgets, of major changes in federal and state policies toward local government, and of limited growth in the Town's tax base, the Town needs to ensure that it is capable of adequately funding and providing those government services desired by the community. Ultimately, the Town's reputation and success will depend on the public's awareness and acceptability of the management and delivery of these services.

These adopted Principles of Sound Financial Management establish guidelines for the Town's overall fiscal planning and management. These principles are intended to foster and support the continued financial strength and stability of the Town of Dewey-Humboldt as reflected in its financial goals. The Town's financial goals are broad, fairly timeless statements of the financial position the Town seeks to attain:

- To deliver quality services in an affordable, efficient and cost-effective basis providing full value for each tax dollar.
- To maintain an adequate financial base to sustain a sufficient level of municipal services, thereby preserving the quality of life in the Town of Dewey-Humboldt.
- To have the ability to withstand local and regional economic fluctuations, to adjust to changes in the service requirements of our community, and to respond to changes in Federal and State priorities and funding as they affect the Town's residents.
- The Town does not have bond obligations now. If and when the Town begins to issue bonds, town will do the following: to maintain a high bond credit rating to ensure the Town's access to the bond markets and to provide assurance to the Town's taxpayers that the Town government is well managed and financially sound.

Following these principles will enhance the Town's financial health as well as its image and credibility with its citizens; the public in general, bond rating agencies and investors. To achieve these purposes as the Town of Dewey-Humboldt continues to grow and develop, it is important to regularly engage in the process of financial planning including reaffirming and updating these financial guidelines. Policy changes will be needed as the Town continues to grow and become more diverse and complex in the services it provides, as well as the organization under which it operates to provide these services to its citizens.

## **Resolution adopting these Principals**

## 1. Fiscal Planning and Budgeting

Fiscal planning refers to the process of identifying resources and allocating those resources among numerous and complex competing purposes. The primary vehicle for this planning is the preparation, monitoring and analysis of the Town's budget. It is increasingly important to incorporate a long-term perspective and to monitor the performance of the programs competing to receive funding.

### *Forecasting*

The Finance Department will prepare a **2-year** financial forecast that will incorporate both revenue and expenditure estimates for the Town's major operating funds. The **2-year** revenue forecast will **focus solely on** revenues that are anticipated to be sustainable over the **2-year** period. The estimates of non-agency revenues, **grant** and agency revenues, and inter-fund transfers will also be provided. Expenditure projections should include the anticipated operating impacts of the adopted capital improvement program. The **2-year** long-range forecast will be updated **annually** and presented to the Town Council at the start of the Town budget process. In the event that the Town issues debt securities, the Department will prepare **5-year** forecasts..

### *Schedule*

The Town Manager shall submit a proposed annual budget to the Town Council before the April 30<sup>th</sup> **in each year**. This proposed budget must be based on Council's established goals. The Town Manager shall execute the budget as finally adopted. The Town will budget revenues and expenditures on the basis of a fiscal year which begins July 1<sup>st</sup> and ends on the following June 30<sup>th</sup>. The Town Council shall make every effort to adopt the budget for the following fiscal year no later than July 1<sup>st</sup>. If the budget is not adopted before July 1<sup>st</sup>, the Council may adopt a continuing resolution to allow the Town to expend funds until the budget is adopted.

The Town Manager shall provide **annually** a budget preparation schedule outlining the preparation timelines for the proposed budget.

### *Standards*

The Town will prepare a budget in accordance with the framework established by the National Advisory Council on State and Local Budgeting in Recommended Budget Practices – A Framework for Improved State and Local Government Budgeting and the Government Finance Officers Association in its Distinguished Budget Award Program. The proposed budget will contain the following:

- Revenue estimates by major category, by fund;
- Expenditure estimates by program levels and major expenditure category, by fund;
- Estimated fund balance by fund;
- Debt service, by issue, detailing principal and interest amounts;
- Proposed personnel staffing levels per program;
- A detailed schedule of capital projects; and

- Any additional information, data, or analysis requested of management by the Town Council.

The Town maintains its financial records in accordance with accounting principles generally accepted in the United States of America known as GAAP. Although the Town's budget is prepared on a modified cash basis that differs from GAAP, the Town will attempt to minimize these differences between the budget basis of accounting and GAAP.

### ***Operating Budget***

The operating budget will be organized around policy outcomes, typically in programs, intended to be achieved within the budget period. It is often appropriate to refer to interim outcomes towards a longer-term outcome beyond the current year. The preferred policy outcomes will be explicitly outlined and will describe the changes in the lives of individuals, families, organizations, or the Town as a result of the program. Line items within programs should describe discrete actions, and should be neither so vague as to confuse the expected outcome nor so granular that the mass of detail is distracting.

Fiscally, the operating budget will be based on the principle that current operating expenditures, including debt service when it occurs, will be funded with current revenues creating a balanced budget. The budget will not use one-time (non-recurring) sources to fund continuing (recurring) uses, postpone expenditures, or use external borrowing for operational requirements. The budget will incorporate the best available estimates of revenues and expenditures.

The budget will fully appropriate the estimated actual expenditures needed for authorized regular staffing. A system will be used to facilitate position control. At no time shall the number of full-time and regular part-time employees on the payroll exceed the total number of positions authorized by the Town Council. Pursuant to Personnel Administrative Regulations, additional temporary appointment of employees can be made with the approval of the Town Manager.

Unspent appropriations for significant programs and major projects will be considered for re-appropriation in the subsequent fiscal year. Such re-appropriation shall be included to finance the overall proposed budget. ***There may be transfers of appropriations between programs that occur only by Council action amending the adopted budget.***

### **Performance Measures**

Performance measurement indicators will be integrated into the budget process as appropriate. Performance measures will be monitored and reported on an annual basis.

Alternatives for improving the efficiency and effectiveness of the Town's programs and the productivity of its employees will be considered during the budget process. Duplication of services and inefficiency in service delivery ***should*** be eliminated wherever they are identified.

### **Budget Risk Management**

The Town's annual budget will include contingency appropriation to provide for unanticipated increases in service delivery costs, emergencies, and needs that may arise throughout the fiscal year. The contingency appropriation can only be expended upon separate Council action.

The Town shall establish appropriate management controls to monitor expenditure budgets to ensure they do not exceed authorizations. For operating budgets, this control shall be exercised at the program/fund level. For capital budgets, this control shall be at the project level.

A **quarterly** report on the status of the General Fund budget and trends will be prepared by the Finance Department and presented to the Town Council by **no later than 60 days of the end of each quarter**. In addition, the **quarterly** report shall include revenue and expenditure projections through the end of the fiscal year.

If a deficit is projected during any fiscal year, the Town will take steps to reduce expenditures, increase revenues or, if a deficit is caused by an emergency, consider using the Undesignated General Fund Balance, to the extent necessary to ensure a balanced budget at the close of the fiscal year. The Town Manager may institute a cessation during the fiscal year on new hires, promotions, transfers, and capital equipment purchases. Such action will not be taken arbitrarily and without knowledge and support of the Town Council.

### ***Capital Budget***

The Capital Budget will be prepared in accordance with the *Capital Improvement Program* section hereof.



## 2. Fund Balance

Fund balance is an important indicator of the Town's financial position. Adequate fund balances must be maintained to allow the Town to continue providing services to the community in case of economic downturns and/or unexpected emergencies or requirements.

Fund Balance is comprised of Nonspendable, Restricted, Committed, Assigned, or Unassigned components. This policy refers to unrestricted fund balances which would include the latter three fund balance components: Committed, Assigned, or Unassigned. See the chart at the end of this section for an explanation of Fund Balance Reporting.

The Town's Unrestricted Fund Balances will be maintained to provide the Town with a comfortable margin of safety to address emergencies and/or unexpected declines in revenue without borrowing.

### Committed Fund Balance

Mayor and Council action is required to "Commit" and "Uncommit" funds for a specific purpose.

The Town will maintain a Contingency Reserve Fund as part of the committed component. This fund will maintain a balance of at least 10% and no more than 30% of the general fund budgeted expenditures for the current fiscal year. The exact percentage will be set by Council each year as part of the budget process.

The Town will maintain an Operational Reserve at least 30% and no more than 50% of the average General and HURF fund total revenues or expenditures for the preceding three years; whichever amount is higher. The intent of this is to provide additional stability to the General Fund recognizing the cyclical nature of the economy. The Operational Reserve may only be used to cover unforeseen emergencies and unexpected declines in revenue.

To the extent these reserves are expended, the Town will increase its General Fund revenues or decrease its expenditures as necessary to prevent the continued use of these reserves. The Town must restore to the minimum limit over a period not to exceed three years.

### Assigned Fund Balance

Use of any Assigned Fund Balance up to \$4,999 requires approval of both the Town Manager and finance. Amounts \$5,000 and up requires finance, Town Manager and Council approval.

### Unassigned

Funds in excess of the minimum targets will be retained in the Unassigned General Fund Balance, and may be considered to supplement "pay as you go" capital outlay and one-time operating expenditures, or may be used to prepay existing Town debt. These funds may not be used to establish or support costs that are recurring in nature.

<b>Fund Balance Reporting</b>		
<b>CLASSIFICATION</b>	<b>DEFINITION</b>	<b>EXAMPLES</b>
<b>NONSPENDABLE</b>	"Amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact."	Permanent principal of an endowment fund, Prepaid items, inventories
<b>RESTRICTED</b>	"Fund balance should be reported as restricted when constraints placed on the use of resources are either: a. Externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or b. Imposed by law through constitutional provisions or enabling legislation."	Restricted by state statute, Taxes dedicated to a specific purpose (HURF), Revenues restricted by enabling legislation, Grants earned but not spent, Unspent bond proceeds, Debt covenants
<b>UNRESTRICTED</b>	<b>COMMITTED</b>	"Used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority"  Formal Minimum Fund Balance Contingency Reserve Fund Economic Uncertainty Fund Town Council decides to set aside \$1M for a new town hall
	<b>ASSIGNED</b>	"Amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed"  Other Specified Contingencies, Appropriated Fund Balance, Council delegates the authority to assign fund balance to the Town Manager (during budget process)
	<b>UNASSIGNED</b>	Unassigned fund balance is the residual classification for the General Fund. This is fund balance that has not been reported in any other classification. The General Fund is the only fund that can report a positive unassigned fund balance. Other governmental funds would report deficit fund balances as unassigned.

### 3. Expenditure Control

Management must ensure compliance with the legally adopted budget. In addition, purchases and expenditures must comply with legal requirements and policies and procedures set forth by the Town.

Expenditures will be controlled by an annual appropriated budget at the program/fund level. The Town Council shall establish appropriations through the budget process. The Town Manager may transfer expenditure authority between line items within a program, but only the Council may transfer appropriations between programs. Written procedures will be maintained for administrative approval and processing of budget transfers between line items, programs, and funds. All purchases, including contracts exceeding **\$5,000** must be executed by the Town Council; other purchases, including contracts and financial obligations may be executed by the Town Manager when appropriated in the annual budget.

Program heads are responsible for monitoring expenditures to prevent exceeding their total program expenditure budget. It is the responsibility of these program heads to immediately notify the Town's Chief Financial Officer and the Town Manager of any circumstances that could result in a program budget being exceeded.

The Town will maintain a purchasing system that provides needed commodities and services in a timely manner to avoid interruptions in the delivery of services. All purchases shall be made in accordance with the Town's procurement code, purchasing policies, guidelines and procedures and applicable state and federal laws. The Town will endeavor to obtain supplies, equipment and services that provide the best value.

A system of appropriate internal controls and procedures using best practices shall be maintained for the procurement and payment processes. These internal controls will be reviewed in conjunction with the Town's annual financial audit.

The Town will make all payments within the established terms. The Town shall pay applicable contractor invoices in accordance with the requirements of Arizona Revised Statutes § 34-221.

The State of Arizona sets a limit on the expenditures of local jurisdictions. The Town will comply with these expenditure limitations and will submit an audited expenditure limitation report, audited financial statements, and audited reconciliation report as defined by the Uniform Expenditure Reporting System (A.R.S. § 41-1279.07) to the State Auditor General within the prescribed timelines.

The Town Council will pursue local override of the State expenditure limitation as provided by the State Constitution if the projected expenditures within **2 years** are anticipated to exceed the expenditure limitation. This override may be through local voter approval of a permanent base adjustment (Article IX, Section 20, Subsection 6), or by local voter approval of Home Rule (Article IX, Section 20, Subsection 9).



## 4. Revenues and Collections

In order to provide funding for service delivery, the Town must have reliable revenue sources. These diverse revenues must be assessed and collected equitably, timely, and efficiently.

The Town's goal is a General Fund revenue base balanced between local sales (transaction privilege) taxes, state shared revenues (including state sales taxes), and other revenue sources.

The Town will maintain a diversified and stable revenue base to shelter it from economic changes or short-term fluctuations by doing the following:

- Conducting a cost of service study as needed to determine if all allowable fees are being properly calculated and set at an appropriate level.
- Establishing new charges and fees as appropriate and as permitted by law.
- Pursuing legislative change, when necessary, to permit changes or establishment of user charges and fees.
- Actively collecting all revenues, late penalties and related interest as authorized by the Arizona Revised Statutes. When collecting civil penalties that have been imposed by the Town, the town has the following policies: A. Town utilizes a collection agency. The Town Manager shall have discretion to determine the length of time the collection agency will have to collect the amounts due to the Town. B. If a civil penalty was imposed in a case related to the occupancy or use of land. The Town can also record a notice of civil sanction and/or an abatement order and/or violation notice with the Yavapai County Recorder.



## 5. Grants

Many grants require Council's appropriation of funds, either for the original grant or to continue programs after the grant funding has expired. Council should review these grant programs prior to determining whether application should be made for these grant funds.

The Town shall apply for only those grants that are consistent with the objectives and high priority needs previously identified by Council. The potential for incurring ongoing costs, to include the assumption of support for grant-funded positions from local revenues, will be considered prior to applying for a grant.

The Town shall attempt to recover all allowable costs – direct and indirect – associated with the administration and implementation of programs funded through grants. The Town may waive or reduce indirect costs if doing so will significantly increase the effectiveness of the grant.

All grant submittals shall be reviewed for their cash match requirements, their potential impact on the operating budget, and the extent to which they meet the Town's policy objectives. When the potential for ongoing expenditures exceeds the program budget allocation, programs shall seek Council approval prior to submission of the grant application. If time constraints under the grant program make this impossible, the program shall obtain approval to submit an application from the Town Manager and then, at the earliest feasible time, seek formal Council approval. If there is a cash match requirement, the source of funding shall be identified prior to application.

The Town may terminate grant-funded programs and associated positions when grant funds are no longer available unless alternate funding is identified. When such grant funding is terminated, Town staff will prepare a report evaluating the results of the grant program and will make a finding to determine whether to continue funding the project with other financial resources. Many grants are given to enable towns to try a program or to provide seed money to establish a program, and follow-up analysis is required to make the best use of such funds.



## **6. User Fee Cost Recovery and Indirect Cost Allocations**

User fees and charges are payments for voluntarily purchased, publicly provided services that benefit specific individuals. The Town relies on user fees and charges to supplement other revenue sources in order to provide public services.

Indirect cost charges are assessed to recover a portion of the costs for services provided between various funds.

The Town may establish user fees and charges for certain services provided to users receiving a specific benefit.



## **7. Development Impact Fees (policy reserved)**

The Council's policy is that growth should pay for itself to the maximum extent possible. As such, the Council has adopted a system of development impact fees. Development impact fees are one-time charges assessed against new customers to recover a proportional share of capital costs incurred to provide service capacity for new customers. Appropriate development fees are an important component in the overall strategy for pricing services. In 2009 the Council adopted Ordinance 09-59 to impose impact fees in the Town.

However, in 2011 State Legislature adopted comprehensive legislation that substantially revised the procedures for adoption and imposition of development fees. Ordinance 05-59 remained in place until July 31, 2014. The 2011 "impact fee" state legislature (A.R.S. 9-463.05) has made significant changes that the cost associated with administrating impact fees are higher while the regulation for impact fee uses are stricter. Based on the Town's population growth projection trend, it has become impractical and not cost-effective to continue the impact fee program. Therefore, Council has decided to remove impact fee charge as of August 1, 2014. Town council can at any time decide to reinstate the impact fees upon a study by a qualified firm.

## 8. Capital Improvement Program

The purpose of the Capital Improvement Program is to systematically identify, plan, schedule, finance, track and monitor capital projects to ensure cost-effectiveness as well as conformance to established policies.

The Capital Improvement Program shall provide:

- A statement of the objectives of the Capital Improvement Program and the relationship with the Town's General Plan, program master plans, necessary service levels, and expected facility needs.
- An implementation program for each of the capital improvements that provides for the coordination and timing of project construction among various Town programs.
- An estimate of each project's costs, anticipated sources of revenue for financing the project, and an estimate of the impact of each project on Town revenues and operating budgets. The *operating impact information* shall be provided for the period covered in the Town's current **10-year** Capital Improvement Program. No capital project shall be funded unless operating impacts have been assessed and the necessary funds can be reasonably anticipated to be available when needed for the systematic improvement and maintenance of the Town's capital infrastructure.
- Revenues and project costs will be calculated in current dollars.
- Debt ratio targets that comply with the Debt Management section of these policies.
- A schedule of proposed debt issuance.

The Town will match programs and activities identified in the Capital Improvement Program with associated funding sources. The Town will also seek to match project costs with project users, with may require the issuance of debt to allow future users to pay in the future and to maintain intergenerational equity.

When current revenues or resources are available for capital improvement projects, consideration will be given first to those capital assets with the shortest useful life and to those capital assets whose nature makes them comparatively more difficult to finance with bonds or lease financing. Using cash for projects with shorter lives and bonds for projects with longer lives facilitates intergenerational equity, wherein projects with long useful lives are paid over several generations using the project through debt service payments.

Capital improvement projects will not be authorized or awarded until the funding sources have been identified to finance the project and operating costs have been accounted.

Staff will monitor projects in progress to insure their timely completion or the adjustment of the Capital Improvement Program as approved by Council if a project is delayed or deferred. A **quarterly** status report will be presented to Town Council to monitor each project's progress and to identify any significant issues associated with a project. A prior year capital project status report shall be presented to the Town Council for information purposes when the capital improvement budget is considered.

Within **90 days** of the completion of a capital project any remaining appropriated funds for the project will be closed off and will revert to the fund balance of the funding source.

The Capital Improvement Program will be updated as needed as a multi-program effort.



## 9. Cash Management and Investment

Cash management includes the activities undertaken to ensure maximum cash availability and maximum investment yield on a government's idle cash, and the cash collection function.

The Town shall maintain and comply with a written Investment Policy that has been approved by the Town Council. The Chief Financial Officer, as Chief Investment Officer, or his designee shall invest all funds of the Town according to the approved Investment Policy.

The Town will collect, deposit and disburse all funds on a schedule that insures optimum cash availability for investment.

In order to maximize yields from its overall portfolio, the Town will consolidate cash balances from various funds for investment purposes, and will allocate investment earnings to each participating fund.

Bond funds will be segregated from all other funds for arbitrage and accounting purposes.

The Town will project the cash needs of the Town to optimize the efficiency of the Town's investment and cash management program.

The Town will conduct its treasury activities with financial institution(s) based upon written contracts.

Ownership of the Town's investment securities will be protected through third party custodial safekeeping.

All Town bank accounts shall be reconciled and reviewed on a **monthly** basis.

Investment performance will be measured using standard indices specified in the Town's written investment policy. The Chief Financial Officer shall provide the Town Council with a **quarterly** investment report within **45 days** of the end of each **quarter**.

The Town's Cash Management and Investment processes will be in accordance with written internal controls and procedures.



## 10. Debt Management (policy reserved)

Town currently does not issue debt securities. However, Town Council desires to establish thoughtful debt management policies when Town begins to issue debt security. For consideration of debt management policies:

It is the Town's intention to utilize long term debt to finance capital projects with long useful lives. Financing capital projects with debt provides for an "intergenerational equity," as the actual users of the capital asset pay for its cost over time, rather than one group of users paying in advance for the costs of the asset.

The purpose of this debt management policy is to provide for the preservation and eventual enhancement of the Town's bond ratings, the maintenance of adequate debt service reserves, compliance with debt instrument covenants and provisions, and required disclosures to investors, underwriters and rating agencies. These policy guidelines will also be used when evaluating the purpose, necessity and condition under which debt will be issued. These policies are meant to supplement the legal framework of public debt laws provided by the Arizona Constitution, State Statutes, Town incorporation documents, federal tax laws, and any future bond resolutions and covenants.

The Arizona Constitution limits a Town's bonded debt capacity (outstanding principal) to certain percentages of the Town's secondary assessed valuation by the type of project to be constructed. There is a limit of **20%** of secondary assessed valuation for projects involving water, sewer, artificial lighting, parks, open space, and recreational facility improvements. There is a limit of **6%** of secondary assessed valuation for any other general-purpose project.

All projects funded with Town general obligation bonds or revenue bonds must be included in the Town's Capital Improvement Plan and can only be undertaken after voter authorization is obtained through a Town-wide bond election.

The overall debt management policy of the Town is to ensure that financial resources of the Town are adequate in any general economic situation to not preclude the Town's ability to pay its debt when due.

The Town will not use long-term debt to fund current operations or projects that can be financed from current revenues or resources. The Town will first attempt to utilize "pay as you go" capital financing and/or the use of operating funds or impact fees where applicable.

The Town does not intend to issue commercial paper (CP) or bond anticipation notes (BANs) for periods longer than **2 years** or for the term of a construction project. If CP or a BAN is issued for a capital project, it will be converted to a long-term bond or redeemed at its maturity.

The issuance of variable rate debt by the Town will be subject to the most careful review and will be issued only in a prudent and fiscally responsible manner.

The Town shall make every effort to combine debt issuances in order to minimize issuance costs.

Whenever the Town finds it necessary to issue tax-supported bonds, the following policy will be adhered to:

- Tax supported bonds are bonds for which funds used to make annual debt service expenditures are derived from Ad Valorem Tax (property tax) revenue of the Town.
- The target for the maturity of general obligation bonds will typically be between **20 and 30 years**. The target for the “average weighted maturities” for general obligation bonds of the Town will be **12 years and 6 months**.
- Where applicable, the Town will structure general obligation bond issues to create level debt service payments over the life of the issue.
- Debt supported by the Town’s General Fund will not exceed **10%** of the annual General Fund revenues.
- Secondary property tax rates will be determined each year as part of the budgetary process (pursuant to State law) to pay the necessary debt service payments of general obligation bonds currently outstanding or expected to be issued within the fiscal year.
- In accordance with requirements of the State of Arizona Constitution, total bonded debt will not exceed the **20%** limitation and **6%** limitation of the total secondary assessed valuation of taxable property in the Town.
- Reserve funds, when required, will be provided to adequately meet debt service requirements in subsequent years.
- Interest earnings on bond fund balances will only be used to pay debt service on the bonds unless otherwise committed for other uses or purposes of the project.
- The term of any bond will not exceed the useful life of the capital project/facility or equipment for which the borrowing is intended.

Revenue bonds are defined as a bond on which the debt service is payable from the revenue generated from the operation of the project being financed or a category of facilities, from other non-tax sources of the Town, or from other designated taxes such as highway user’s revenues, excise tax, or special fees or taxes. For any bonds or lease-purchase obligations in which the debt service is paid from revenue generated by the project and/or partially paid from non-property tax sources, that debt service is deemed to be revenue bonds and are excluded from the calculation of the annual debt service limitation. Whenever the Town finds it necessary to issue revenue bonds, the following guidelines will be adhered to:

- Revenue bonds of the Town will be analyzed carefully by the Finance Department for fiscal soundness. Part of this analysis shall include a feasibility report prepared by an independent consultant prior to the issuance of utility supported revenue bonds to ensure the generation of sufficient revenues to meet debt service requirements, compliance with existing bond covenants and to protect the bondholders.
- Revenue bonds should be structured to provide level annual debt service over the life of the issue.

- ☑ Debt Service Reserve Funds will be provided when required by rating agencies, bond insurers or existing bond covenants.
- ☑ Interest earnings on the reserve fund balances will be used to pay debt service on the bonds unless otherwise committed for other uses or purposes of the project.
- ☑ The term of any revenue bond or lease obligation issue will not exceed the useful life of the capital project/facility or equipment for which the borrowing is intended.
- ☑ The target for the term of revenue bonds will typically be between **20 and 30 years**. The target for the “average weighted maturities” for revenue bonds of the Town (except for those issued through the Arizona-Water Infrastructure Finance Authority) will be **12 years and 6 months**.

Improvement District (ID) and Community Facility District (CFD) Bonds shall be issued only when the formation of the district demonstrates a clear and significant purpose for the Town. It is intended that Improvement District and Community Facility District bonds will be primarily issued for neighborhoods desiring improvements to their property such as roads, water lines, sewer lines, street lights, and drainage. The District must provide a specific benefit to the property owner(s). The Town will review each project through active involvement of Town staff and/or selected consultants to prepare projections, review pro-forma information and business plans, perform engineering studies, and analyze minimum debt coverage and value to debt ratios, and other analyses necessary to consider the proposal against specified criteria. Both ID and CFD bonds will be utilized only when it is expected that they will be outstanding for their full term.

An expanded policy will be maintained detailing the policy and procedures of the Town related to any future consideration of the formation of a Community Facilities District. Use of a CFD would require compliance with the new guidelines and procedures and specific Council approval.

Refunding bonds will be measured against a standard of the net present value debt service savings exceeding **5%** of the debt service amount of the bonds being refunded, or if savings exceed **\$250,000**, or for the purposes of modifying restrictive covenants or to modify the existing debt structure to the benefit of the Town.

The investment of bond proceeds shall at all times be in compliance with the Town’s Investment and Portfolio Policies and meet all requirements of bond covenants. The Town shall comply with all U.S. Internal Revenue Service arbitrage rebate requirements for bonded indebtedness. The Town shall comply with Arizona Revised Statutes and all other legal requirements regarding the issuance of bonds and certificates of the Town or its debt issuing authorities. The Town will maintain contact with rating agencies through meetings and visits on and off-site. The Town will secure ratings on all bonds issued when economically feasible.

The Town shall maintain a debt profile for all bonds issued and update the profile on an annual basis. The debt profile shall include specific information regarding the size and type of debt issued, projects financed by the bonds, debt service schedules and other pertinent information related to each specific bond issue.



## **11. Risk Management**

Risk management has become increasingly important in guarding against economic loss and in ensuring public safety in a time of increasing public liability and litigation. Risk management is involved in the identification, evaluation, and treatment of the Town's risk.

The Town shall make diligent efforts to prevent or mitigate the loss of Town assets and to reduce the Town's exposure to liability

## 12. Accounting, Auditing and Financial Reporting

Accounting, auditing and financial reporting form the informational infrastructure for public finance. Internal and external financial reports provide important information to the Town's legislative body, management, citizens, investors and creditors.

The Town will comply with accounting principles generally accepted in the United States in its accounting and financial reporting, as contained in the following publications:

- Codification of Governmental Accounting and Financial Reporting Standards, issued by the Governmental Accounting Standard Board (GASB).
- Pronouncements of the Financial Accounting Standards Board, (FASB).
- Governmental Accounting, Auditing, and Financial Reporting (GAAFR), issued by the Government Finance Officers Association (GFOA) of the United States and Canada.
- Municipal Budget and Finance Manual, prepared by the League of Arizona Cities and Towns.
- Audits of State and Local Governmental Units, an industry audit guide published by the American Institute of Certified Public Accounts (AICPA).
- Government Accounting Standards, issued by the Comptroller General of the United States.
- U.S. Office of Management and Budget (OMB) Circular A-133, issued by the U.S. Office of Management and Budget.

**Quarterly** financial reports will be provided for all programs summarizing financial activity comparing actual revenues and expenditures with budgeted amounts.

A system of internal accounting controls and procedures will be maintained to provide reasonable assurance of the safeguarding of assets and proper recording of financial transactions of the Town and compliance with applicable laws and regulations.

In accordance with State law, a comprehensive financial audit, including an audit of federal grants according to the Single Audit Act and the OMB Circular A-133, will be performed **annually** by an independent public accounting firm, with the objective of expressing an opinion on the Town's financial statements. The Town will prepare its financial statements in accordance with applicable standards and will account for its operations in a manner consistent with the goal of obtaining an unqualified opinion from its auditors.

When the Town utilizes bonds to fund programs, all programs will provide notice of all significant events and financial and related matters to the Chief Financial Officer for the Town's annual disclosures, as required by the SEC Rule 15c2-12, for the municipal markets, financial statements and bond representations. A listing of significant events is included in **Appendix A** to this document. The Chief Financial Officer will notify all Nationally Recognized Municipal Securities Information Repositories of these significant events.

The Town's Comprehensive Annual Financial Report (CAFR) will include the bond related on-going disclosure requirements and will fully disclose all significant events and financial and related issues. The Town will provide the CAFR to the Town Council, rating agencies, municipal bond insurers, national bond disclosure repositories and other interested parties.

### **13. Policy Review**

By their nature policies must change and evolve over time. As with any other policies, these financial policies should be subject to periodic review and revision.



## **Appendix A: Reporting of Significant Events (Continuing Disclosure Requirements)**

If knowledge of the occurrence of a listed event would be material to the Town, the Town shall promptly file a "Notice of Material Event" with the Municipal Securities Rulemaking Board and with each depository. The following events are defined as significant events with respect to municipal securities:

- Principal and interest payment delinquencies.
- Non-payment related defaults.
- Unscheduled draws on debt service reserves reflecting financial difficulties.
- Unscheduled draws on credit enhancements reflecting financial difficulties.
- Substitution of credit or liquidity providers or their failure to perform.
- Adverse tax opinions or events affecting the tax-exempt status of the securities.
- Modifications to rights of holders (i.e., owners).
- Bond calls (which are other than mandatory or scheduled redemptions, not otherwise contingent upon the occurrence of an event are optional or unscheduled).
- Defeasances.
- Release, substitutions or sale of property securing repayment of the securities (including property leased, mortgaged or pledged as such security).
- Bond rating changes.

**EMPLOYMENT AGREEMENT**

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

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

1. EMPLOYMENT AND DUTIES

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

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

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

2. TERM

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

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

3. COMPENSATION AND BENEFITS

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

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

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

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

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

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

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

One personal day and 10 holidays.

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

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

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

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

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

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

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

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

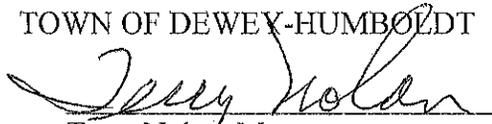
4.3 If the Town Council or citizens act to amend any provisions of the Town Code or Ordinances pertaining to the role, powers, duties, authority, responsibilities of Kimball's position (Town Manager) that substantially changes the form of government, Kimball shall have the right to declare that such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

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

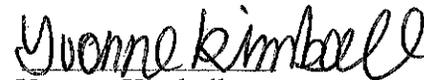
6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties and shall be governed by and construed in accordance with the laws of the State of Arizona.

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

TOWN OF DEWEY-HUMBOLDT

  
Terry Nolan, Mayor

TOWN MANAGER

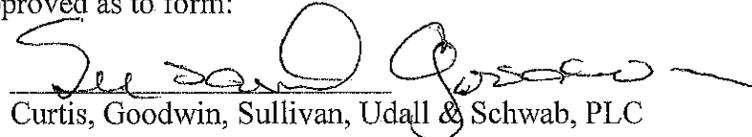
  
Yvonne Kimball

10-21-2011

ATTEST:

  
Judy Morgan, Town Clerk

Approved as to form:

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

**COUNCIL AGENDA ACTION REQUEST FORM**

**Meeting Type:**  Regular  Special  Work Session

**Meeting Date:** \_\_\_\_\_

**Date of Request:** \_\_\_\_\_

**Type of Action:**  Routine/Consent  Regular

**Requesting:**  Action  Report Only

**Agenda Item Text (a brief description for placement on the agenda; please be exact):**

\_\_\_\_\_  
\_\_\_\_\_

**Purpose and Background Information (Detail of requested action).** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Staff Recommendation(s):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Budgeted Amount:** \_\_\_\_\_

**List All Attachments:** \_\_\_\_\_

**Type of Presentation:** \_\_\_\_\_

**Special Equipment needed:**  Laptop  Remote Microphone  
 Overhead Projector  Other: \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Note: Per Town Code §30.105(D): Any new item will be placed under "New Business" for the council to determine its disposition. It can be acted upon at that meeting, sent to staff for more work, sent to the appropriate board or commission, set for a work session or tabled for a future date, etc.**

**ORDINANCE No.15-116**

**AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, COUNTY OF YAVAPAI, ARIZONA, AMENDING THE TOWN OF DEWEY-HUMBOLDT, ARIZONA CODE OF ORDINANCES, TITLE III ADMINISTRATION, CHAPTER 30 TOWN COUNCIL AND OFFICIALS, SUBCHAPTER COUNCIL MEETINGS, § 30.105 COUNCIL AGENDA, § 30.106 DECORUM, § 30.109 PROTOCOL AT MEETINGS RELATED TO PROVIDING RULES OF DECORUM AND PROCEDURE AT TOWN COUNCIL MEETINGS; AND AMENDING TITLE I GENERAL PROVISIONS, CHAPTER 10 RULES OF CONSTRUCTION; GENERAL PENALTY, SECTION 10.15 EFFECTIVE DATE OF ORDINANCES TO MOVE A PROVISION FROM SECTION 30.109 RELATED TO FORM OF ORDINANCES TO THE APPROPRIATE CHAPTER; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES**

**Now, Therefore**, Be it ordained by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, as follows:

**Section I.     In General**

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title III Administration, Chapter 30 Town Council and Officials, Subchapter Council Meetings, Section 30.105 Council Agenda is hereby amended to add subsection (F) to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

**§ 30.105 Council Agenda**

\* \* \*

**(F)     ORDER OF AGENDA**

**(1)     REGULAR COUNCIL MEETING AGENDA ITEMS SHALL BE LISTED IN THE FOLLOWING ORDER:**

- (a)     CALL TO ORDER.**
- (b)     PLEDGE OF ALLEGIANCE.**
- (c)     INVOCATION.**
- (d)     ROLL CALL.**
- (e)     ANNOUNCEMENTS REGARDING CURRENT EVENTS, GUESTS, APPOINTMENTS, AND PROCLAMATIONS.**
- (f)     TOWN MANAGER'S REPORT.**
- (g)     CONSENT AGENDA.**
- (h)     PUBLIC COMMENT ON NON-AGENDIZED ITEMS.**

- (i) UNFINISHED BUSINESS.
- (j) NEW BUSINESS.
- (k) PUBLIC HEARING AGENDA.
- (l) ADJOURNMENT.

(2) WHEN COUNCIL HOLDS A WORK STUDY OR SPECIAL STUDY COUNCIL MEETING, AGENDA ITEMS SHALL BE LISTED IN THE FOLLOWING ORDER:

- (a) CALL TO ORDER.
- (b) ROLL CALL.
- (c) DISCUSSION ONLY ITEMS.
- (d) ACTION ITEMS.
- (e) ADJOURNMENT.

(G) MODIFICATIONS TO THE AGENDA.

(1) THE PRESIDING OFFICER OR ANY COUNCILMEMBER MAY REQUEST A CHANGE OF ORDER OF THE AGENDA WHICH, IF APPROVED BY A MAJORITY OF THE COUNCIL, SHALL BE GRANTED.

(2) AN AGENDA ITEM MAY BE CONTINUED TO A DATE CERTAIN OR POSTPONED INDEFINITELY BY MOTION AND APPROVAL BY A MAJORITY OF THE MEMBERS PRESENT WHO HAVE NOT DECLARED A CONFLICT OF INTEREST.

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title III Administration, Chapter 30 Town Council and Officials, Subchapter Council Meetings, Section 30.106 Decorum is hereby amended to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

**§ 30.106 Decorum.**

(A) THE PRESIDING OFFICER SHALL PRESERVE THE DECORUM OF THE MEETING.

(B) While the Town Council is in session, all persons shall conduct themselves with reasonable decorum. Any person who is ~~so~~-disorderly or who ~~so~~-persistently disrupts the business meeting so far as to interfere with the proper conduct of the business may be ordered BY THE PRESIDING OFFICER TO BE removed from the meeting place. At such time, the ~~Mayor~~PRESIDING OFFICER may call a recess.

(C) IF THE PRESIDING OFFICER FAILS TO ACT ON A MATTER OF DECORUM, COUNCIL MAY, BY MAJORITY APPROVAL OF A MOTION, REQUIRE THE PRESIDING OFFICER TO ACT.

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title III Administration, Chapter 30 Town Council and Officials, Subchapter Council Meetings, Section 30.109 Protocol at Meetings is hereby amended to read as follows (additions in ALL CAPS; deletions in strikeout):

**§ 30.109 PROTOCOL AT MEETINGS.**

(A) *PREAMBLE.* MEMBERS OF THE TOWN COUNCIL ARE ELECTED TO REPRESENT THEIR VOTING CONSTITUENTS AND THE CITIZENS OF DEWEY-HUMBOLDT. AS SUCH, EACH MEMBER OF COUNCIL HAS THE RIGHT TO EXPRESS HIS OR HER REPRESENTATION WITHOUT BEING ASSAILED IN REGARD TO THAT REPRESENTATION OR IN REGARDS TO THEIR OWN PERSONAL POLITICAL AFFILIATIONS, RELIGIOUS PREFERENCE, MARITAL STATUS, SEXUAL ORIENTATION. FURTHER, MEMBERS OF COUNCIL SHALL NOT BE THE SUBJECT OF RETRIBUTION FROM THE CHAIR IN ANY MANNER OR FORM OR IN A MANNER OF RETRIBUTION FOR HOLDING THEIR VIEW IN ALL MATTERS THAT COME BEFORE COUNCIL. IN ADDITION, THE RIGHT OF A MEMBER TO ADDRESS THE CITY COUNCIL ON A QUESTION OF PERSONAL PRIVILEGE SHALL BE LIMITED TO CASES IN WHICH THE MEMBER'S INTEGRITY, CHARACTER, OR MOTIVES ARE ASSAILED, QUESTIONED, OR IMPUGNED.

~~(A)~~(B) *Basic rules of order.* Meetings will be conducted in accordance with the latest edition of *Robert's Rules of Order, Newly Revised* (Robert's Rules), with the following exceptions and changes:

~~(B)~~(1) ~~Exceptions to the basic rules.~~In case of conflict between *Robert's Rules* and the constitution or laws of the State of Arizona, the state law will prevail.

(2) IN CASE OF CONFLICT BETWEEN *ROBERT'S RULES* AND THE DEWEY-HUMBOLDT CODE OF ORDINANCES, THE CODE OF ORDINANCES SHALL PREVAIL.

(C) *Procedures IN GENERAL.*

(1) The presiding officer at any meeting shall rule on any point of order raised by a councilmember. Only councilmembers may raise points of order. The presiding officer ~~may~~SHALL request advice from other members of the body or an appointed parliamentarian before making a ruling. However, any member may, on a point of order, call for a vote on the ruling and specifying an alternative ruling. A vote ~~is~~SHALL then ~~to be~~ called on the point of order and, if a majority of members vote in favor of the proposed alternative ruling, the presiding officer shall defer to the opinion of the majority of the members for that meeting of the body. Otherwise the

presiding officer's ruling shall stand. The presiding officer may impose reasonable limits to the time allotted for each member TO SPEAK during the discussion phase of the proceedings, but if additional time is requested by the member, the presiding officer ~~must~~ SHALL ask for a vote to extend additional time, and if a majority of members agree ~~to additional time~~, the time shall be granted. ~~The following protocol for each agenda item will ordinarily be observed during regular meetings, but actions of Council are legal whether or not every element of the following subsections are observed:~~

~~(1) Staff or councilmember who is presenting the agenda item to the council will state the reason for the issue coming before the council.~~

~~(2) After any questions of staff, council will then discuss the agenda item and resolve any clarification issues.~~

~~(3) When council is finished discussing the item, public comment may be taken on the item. Public comment will be limited to only one 3 minute comment per person. One person may not assign their time to another person.~~

~~(4) After public comment is done, the agenda item then goes back to the council for further discussion if needed.~~

~~(5) Council will then decide what action to take, if any, by making a motion.~~

~~(6) Once a motion is made and seconded then a vote must be taken. There may be more discussion by the council before the vote is taken. If any council member requests a roll call vote a roll call vote will be taken.~~

~~(7) A majority vote on the motion prevails. A tie vote means the motion failed. An abstention counts as a no vote only in the case of a straight up or down vote.~~

(2) THE PRESIDING OFFICER SHALL NOT USE HIS POSITION AS CHAIR OF THE MEETING TO DEBATE OTHER COUNCILMEMBERS IN A CONDESCENDING MANNER AND SHALL AVOID QUESTIONING THE MOTIVES OF OTHERS OR USING INDECOROUS LANGUAGE.

(D) MEETING OPERATIONAL PROCEDURES.

(1) A COUNCILMEMBER DESIRING TO SPEAK SHALL ADDRESS THE PRESIDING OFFICER AND, UPON RECOGNITION, SHALL CONFINE HIS OR HER COMMENTS TO THE AGENDA ITEM, AVOID DISCUSSION OF PERSONALITIES

AND INDECOROUS LANGUAGE AND REFRAIN FROM PERSONAL ATTACKS AND VERBAL ABUSE.

(2) A COUNCILMEMBER OR THE PRESIDING OFFICER WHO DESIRES TO ASK A QUESTION OF STAFF SHALL ADDRESS THE QUESTION TO THE TOWN MANAGER WHO SHALL ADDRESS THE QUESTION OR MAY DESIGNATE ANOTHER STAFF MEMBER TO ADDRESS THE QUESTION. COUNCILMEMBERS SHALL NOT BERATE OR ADMONISH STAFF MEMBERS OR THE TOWN MANAGER.

(3) A COUNCILMEMBER WHO HAS BEEN RECOGNIZED AND GIVEN THE FLOOR, SHALL NOT BE INTERRUPTED WHILE SPEAKING UNLESS CALLED TO ORDER BY THE PRESIDING OFFICER; A POINT OF ORDER IS RAISED BY ANOTHER MEMBER; OR THE SPEAKER CHOOSES TO YIELD THE FLOOR. IF A COUNCILMEMBER IS CALLED TO ORDER, THAT MEMBER SHALL IMMEDIATELY CEASE SPEAKING UNTIL THE QUESTION OF ORDER IS SETTLED BY A VOTE OF COUNCIL. IF RULED TO BE IN ORDER, THE MEMBER SHALL BE PERMITTED TO PROCEED. IF RULED OUT OF ORDER, THE MEMBER SHALL REMAIN SILENT OR MAY MAKE ADDITIONAL REMARKS ONLY IN COMPLIANCE WITH COUNCIL RULES.

(4) THE MAYOR AND COUNCILMEMBERS SHALL COMPLY WITH THE ARIZONA OPEN MEETING LAW AND CONFINE THEIR QUESTIONS, COMMENTS AND DISCUSSIONS TO THE AGENDA ITEM UNDER CONSIDERATION BY COUNCIL.

(5) THE MAYOR AND EVERY COUNCILMEMBER HAVE A DUTY TO VOTE AND SHALL VOTE ON ALL MATTERS EXCEPT A MATTER INVOLVING HIS OR HER OWN OFFICIAL CONDUCT OR WHERE HE OR SHE DECLARES A CONFLICT OF INTEREST, WHETHER ACTUAL OR APPARENT. A COUNCILMEMBER WHO DECLARES A CONFLICT OF INTEREST SHALL LEAVE THE DAIS, NOT PARTICIPATE IN THE DISCUSSION, AND REFRAIN FROM INFLUENCING THE VOTES OF THE REMAINING COUNCILMEMBERS. A FAILURE TO VOTE OR A VOLUNTARY ABSTENTION SHALL COUNT AS AN "AYE" VOTE UNLESS THE COUNCILMEMBER HAS DECLARED A CONFLICT OF INTEREST.

(6) ALL MOTIONS REQUIRE A SECOND TO BE CONSIDERED BY COUNCIL. THE COUNCILMEMBER SECONDING A MOTION IS NOT REQUIRED TO VOTE OR SPEAK IN FAVOR OF THE MOTION. IF THERE IS NO SECOND, THE MOTION FAILS FOR LACK OF A SECOND.

(7) EXCEPT AS PROVIDED IN SUB-SUBSECTION (9) BELOW, A COUNCILMEMBER MAY CHANGE HIS OR HER OPINION OR VOTE AT ANY TIME UP AND UNTIL THE VOTE IS TAKEN AND THE FINAL RESULT IS ANNOUNCED.

(8) AT THE REQUEST OF ANY COUNCILMEMBER, A ROLL CALL VOTE SHALL BE TAKEN. COUNCILMEMBERS SHALL NOT EXPLAIN THEIR VOTE DURING THE ROLL CALL BUT SHALL RESPOND EITHER YEA OR NAY TO THE QUESTION.

(9) AFTER A DECISION ON A MOTION, ANY COUNCILMEMBER WHO VOTED WITH THE MAJORITY MAY MOVE TO RECONSIDER THE ITEM DURING THE SAME MEETING AT WHICH THE DECISION BEING RECONSIDERED WAS MADE. ONCE A MOTION TO RECONSIDER HAS BEEN APPROVED BY MAJORITY VOTE, THE ORIGINAL MOTION MAY AGAIN BE DISCUSSED. AFTER DISCUSSION, A REVOTE ON THE ORIGINAL MOTION IS TAKEN. NO MORE THAN ONE RECONSIDERATION OF AN ITEM SHALL BE PERMITTED WITHOUT UNANIMOUS CONSENT OF THE COUNCIL.

(10) DURING A MEETING, THE MAYOR OR A COUNCILMEMBER MAY PROPOSE A SHORT INTERMISSION OR RECESS BY MOVING TO RECESS FOR A SPECIFIED LENGTH OF TIME. A MOTION TO RECESS MAY BE MADE WHILE BUSINESS IS PENDING; SHALL NOT INTERRUPT A SPEAKER; MUST BE SECONDED; IS NOT DEBATABLE; CAN ONLY BE AMENDED TO CHANGE THE LENGTH OF THE RECESS; CANNOT BE RECONSIDERED; AND REQUIRES A MAJORITY VOTE FOR APPROVAL. THE LENGTH OF TIME FOR THE RECESS SHALL NOT DETRACT FROM FINISHING THE MEETING AGENDA WITHIN THE LIMITS SET FORTH IN § 30.107.

(11) AN ACT OR MOTION TO SUSPEND THE COUNCIL RULES REQUIRES A MAJORITY VOTE OF THE COUNCIL FOR APPROVAL AND SHALL NOT BE MADE WHILE ANOTHER MOTION IS PENDING UNLESS IT DIRECTLY APPLIES TO THE PENDING MOTION.

(E) UNDERSTANDING COUNCIL'S INTENT TO RECIEVE PUBLIC COMMENTS PRIOR TO VOTING ON ANY MATTER ON WHICH COUNCIL WILL MAKE A DECISION, THE PRESIDING OFFICER SHALL ALLOW PUBLIC COMMENTS ON ALL SUCH MATTERS SUBJECT TO THE FOLLOWING:

(1) PRIOR TO RECEIVING PUBLIC COMMENTS ON AN ITEM, THE PRESIDING OFFICER SHALL POLL COUNCIL TO ENSURE COUNCIL'S QUESTIONS AND CONCERNS HAVE BEEN ADDRESSED.

(2) NO INDIVIDUAL MEMBER OF THE PUBLIC SHALL COMMENT MORE THAN ONCE ON ANY ITEM.

(3) COMMENTS SHALL BE LIMITED TO 3 MINUTES PER PERSON PER ITEM.

(4) WITHOUT CONSENT FROM A MAJORITY OF COUNCILMEMBERS, THE PUBLIC COMMENT PERIOD FOR EACH ITEM SHALL BE NO MORE THAN 15 MINUTES.

(5) NO PUBLIC COMMENTS ARE PERMITTED ON EXECUTIVE SESSION ITEMS.

(6) NO PUBLIC COMMENTS ARE PERMITTED DURING COUNCIL STUDY OR WORK SESSIONS UNLESS THE ITEM IS AGENDIZED FOR FORMAL ACTION BY COUNCIL OR UNLESS A COUNCILMEMBER REQUESTS AN EXCEPTION BE MADE AND SAID EXCEPTION IS APPROVED BY A MAJORITY OF THE COUNCIL.

~~(D)~~(F) *Changes to the rules of order.* Additional exceptions to *Robert's Rules* may be incorporated into the Town Council's Rules and Procedures at any time by formally amending this chapter, PROVIDED THEY ARE CONSISTENT WITH THE LAWS OF THE STATE OF ARIZONA. ~~However, such amendments must also be consistent with the laws of the state of Arizona.~~ Amendments to any motion may be made according to the basic *Robert's Rules of Order*. ~~Furthermore, the Town Council, by resolution, may introduce and adopt a new set of rules of order to replace this section of this chapter.~~

~~(E) *Form of resolutions and ordinances.* All resolutions, to the extent practical, should be in writing, with a copy provided to each member of the Council and the Town Clerk. However, a written statement of the resolution or ordinance must be before each member of the Council when the vote is taken. In urgent situations, these documents may be handwritten, and then typed by the next business day. Furthermore, if amendments are made on the floor to the original documents, these changes must be written in by the Town Clerk in his or her copy of the document, and time should be allotted for each member of the Council to note the changes in their copies. If the resolution or ordinance is passed by the Council, the Town Clerk shall record the yeas and nays. In the case of extensive or complicated amendments, the Council may vote to provide the Town Clerk time to retype the resolution or ordinance and have it ready for Council signature by close of business the following day.~~

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title I General Provisions, Chapter 10 Rules of Construction; General Penalty, Section 10.15 Effective Date of Ordinances is hereby amended to read as follows (additions in ALL CAPS; deletions in strikeout):

**~~§ 10.15 Effective Date of Ordinances AND RESOLUTIONS; FORM; EFFECTIVE DATE.~~**

(A) **FORM OF ORDINANCES AND RESOLUTIONS.** ALL ORDINANCES AND RESOLUTIONS SHALL BE IN WRITING, WITH A COPY PROVIDED TO EACH

MEMBER OF THE COUNCIL AND THE TOWN CLERK. IF A PROPOSED ORDINANCE OR RESOLUTION IS AMENDED BY COUNCIL DURING THE MEETING AT WHICH IT IS APPROVED, THE TOWN CLERK SHALL RECORD THE AMENDMENTS AND READ THE AMENDED PROVISIONS BACK TO COUNCIL PRIOR TO THE FINAL VOTE.

(B) *RECORD OF VOTE.* FOR ANY RESOLUTION OR ORDINANCE APPROVED BY COUNCIL, THE TOWN CLERK SHALL RECORD THE YEAS, NAYS AND ABSTENTIONS. IF THE COUNCIL APPROVES EXTENSIVE OR COMPLICATED AMENDMENTS TO A PROPOSED ORDINANCE OR RESOLUTION, THE TOWN CLERK SHALL PREPARE A REVISED VERSION AS APPROVED BY COUNCIL, AND OBTAIN THE MAYOR'S SIGNATURE AS SOON AS PRACTICABLE.

(A)(C) *EFFECTIVE DATE.* NO ORDINANCE, RESOLUTION OR FRANCHISE SHALL BECOME OPERATIVE UNTIL THIRTY DAYS AFTER ITS PASSAGE BY THE COUNCIL AND SIGNATURE BY THE MAYOR, EXCEPT EMERGENCY MEASURES NECESSARY FOR THE IMMEDIATE PRESERVATION OF THE PEACE, HEALTH, OR SAFETY OF THE TOWN.

(B)(D) *VOTES REQUIRED FOR APPROVAL.* ALL ORDINANCES AND RESOLUTIONS, EXCEPT EMERGENCY ORDINANCES AND RESOLUTIONS, SHALL REQUIRE THE AFFIRMATIVE VOTE OF A MAJORITY OF ALL COUNCILMEMBERS PRESENT AT ANY REGULAR OR SPECIAL COUNCIL MEETING IN ORDER TO BECOME EFFECTIVE. EMERGENCY ORDINANCES AND RESOLUTIONS SHALL REQUIRE THE AFFIRMATIVE VOTE OF THREE-FOURTHS OF ALL THE MEMBERS OF THE COUNCIL. NO ORDINANCE SHALL BE PASSED UNLESS ALL COUNCILMEMBERS PRESENT AT THE MEETING ARE IN POSSESSION OF COPIES OF SUCH ORDINANCE.

## Section II. Savings Clause

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance as amended is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance.

## Section III. Repeal of Conflicting Ordinance

All other code provisions, ordinances, or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date hereof.

Section IV. Penalties

Any person found responsible for violating any provision of this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Section 10.99 of the Dewey-Humboldt Code of Ordinances unless a different specific penalty is provided herein.

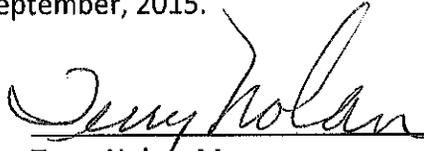
**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, this 15 day of September, 2015, by the following vote:

AYES: 4

NAYES: 2 ABSENT: 1

EXCUSED: 0 ABSTAINED: 0

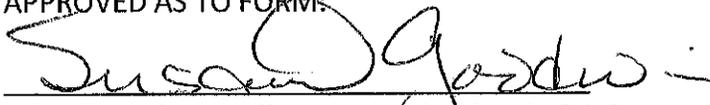
APPROVED this \_\_ day of September, 2015.

  
Terry Nolan, Mayor

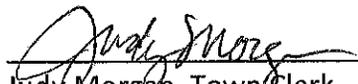
ATTEST:

  
Judy Morgan, Town Clerk

APPROVED AS TO FORM:

  
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.  
Town Attorneys  
By Susan D. Goodwin

I, JUDY MORGAN, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 15-116 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA ON THE 15 DAY OF SEPTEMBER, 2015, WAS POSTED IN THREE PLACES ON THE 18<sup>th</sup> DAY OF September, 2015.

  
Judy Morgan, Town Clerk

📖 § 35.05 CONDUCT IN PUBLIC OFFICE.

(A) The public official shall not discuss or divulge confidential information acquired in the course of his or her official duties, nor shall he or she use this information for his or her own personal interest or aggrandizement. As a minimum, the public official shall utilize A.R.S. § 38-504 as one, but not the only, guideline.

(B) The public official shall respect the rights, privileges and opinions of fellow officials.

(C) Propriety dictates that the public official shall be sensitive to the possible confidential or personal nature of directives addressed to other individuals.

(D) In any dealings with town employees, the public official shall maintain professional conduct with respect to work assignments and obligations. The office of the public official shall in no situation be used to wrongfully obtain information, either by intimidation or by deliberately violating the privacy of an employee's work station.

(E) Public decision-making must be fair and impartial and shall be non-discriminatory on the basis of protected classes, such as racial and religious groups, outlined in federal, state and town laws and ordinances. Public officials shall conduct business and operate in a manner that is free from illegal discrimination on the basis of age, sex, color, race, disability, national origin, or religious persuasion.

(F) Public officials shall not use their political or appointed office to advance private interests and engage in political campaigning at town meetings or within town buildings.

(G) No relative of a sitting Council Member, member of a town board, committee or commission may be employed by the town.

(H) Discussion of issues that may appear in the future before the Council or a board, committee or commission shall be prohibited when a situation arises where a quorum of the Council or a board, committee or commission exists. Numerous Arizona laws require that meetings of public bodies be open to the public, and that public records be available for inspection.

(Ord. 13-103, passed 12-17-2013)